



**NOTICE OF SPECIAL WORKSHOP MEETING
Council Chambers, 865 SE Barrington Drive**

NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Special Workshop Meeting on September 23, 2020 at 2:00 PM to discuss the following agenda items.

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: Public Comments in not normally included for Council Workshops)

DATED this 18th day of September.

Julie Lindsey, City Clerk

The City Council may meet informally in workshop sessions (open to the public) to do concentrated strategic planning, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. Council shall make no disposition of any item at a workshop meeting. Public comment is not normally allowed at workshop meetings, although Council may allow, or request participation.

**WORKSHOP MEETING
SEPTEMBER 23, 2020 CITY COUNCIL AGENDA AT 2:00 PM**

2:00 P.M. MAYOR

2:05 P.M. CONSENT AGENDA - ACTION ITEMS

- a. ACTION ITEM: PURCHASE AND SALES AGREEMENT - NAVY EASEMENT FOR GETR SYSTEM
- b. ACTION ITEM: WET FIBER AGREEMENT WITH CITY OF ANACORTES

2:10 P.M. COMMUNITY PARTNER PRESENTATIONS

- a. ARTS COMMISSION: 'TAO' ART PIECE PLACEMENT AT SCENIC HEIGHTS LOCATION

2:20 P.M. DEVELOPMENT SERVICES

- a. RFP/HEARING EXAMINER UPDATE

- 2:35 P.M. MARINA**
- a. OAK HARBOR YOUTH SAILING STORAGE BUILDING RIGHT OF ENTRY – AMENDMENT
- 2:45 P.M. FIRE DEPARTMENT**
- a. RESOLUTION 20-24: ISLAND COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN
 - b. SELF CONTAINED BREATHING APPARATUS - (SCBA)
- 3:15 P.M. PUBLIC WORKS**
- a. CLEAN WATER FACILITY PURCHASES
 - b. VEHICLE REPLACEMENTS
 - c. NAVY P-FAS/P-FOS WATER SYSTEM PRESENTATION
- 3:45 P.M. ENGINEERING**
- a. 2021 TBD STREET OVERLAY AND ARTERIALS PROJECTS UPDATE
 - b. 24-INCH WATERMAIN RELOCATION AT CAMPBELL LAKE PER WSDOT PLANS
- 4:00 P.M. FINANCE**
- a. ORDINANCE NO. 1899: UTILITY RATE INCREASE (CONTINUED FROM MAY 05, 2020)
- 4:15 P.M. ADMINISTRATION**
- a. CARES NORTH WHIDBEY ISLAND SMALL BUSINESS RELIEF PROGRAM UPDATE
 - b. CITY ADMINISTRATOR'S REPORT
- 4:45 P.M. CITY COUNCIL**

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: **a. Action Item: Purchase and
Sales Agreement - Navy
Easement for GETR System**

FROM: Legal Department and Public Works Department

SUMMARY STATEMENT

Recommended Action:

"I move to authorize the Mayor to sign the Purchase and Sales Agreement to convey an Easement to the U.S. Navy to install its GETR System in exchange for \$23,325.00 as good and valuable consideration."

Background 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. Since the Council was briefed on this item at the September 15, 2020 Council Meeting, the City and Navy are working on finalizing the easement terms. Executing the Purchase and Sales Agreement at this time meets the Navy's deadline to secure funding for this important project by September 30, 2020.

Staff recommends that City Council authorize the Mayor to sign the Purchase and Sales Agreement (attached) in order to obligate the Navy's funding for the GETR System before the end of their fiscal year. The proposed Purchase and Sales Agreement requires that the legal description and other essential terms be agreed upon before the Easement is recorded and before work can begin. Staff anticipates presenting the Easement for final City Council acceptance by November 2020.

Staff provided the final draft of the Purchase and Sales Agreement to the Navy for signature and the City expects to receive a signed copy of the Agreement by Friday, September 18, 2020.

Fiscal Impact:

In consideration for the 50-year easement conveyed to the Navy to install its GETR System within the SR 20 Right of Way, the Navy will transmit \$23,325.00 to the City, and the funding will be deposited into the City's General Fund.

ATTACHMENTS

1. [Letter from US Navy requesting easement](#)
2. [Purchase and Sales Agreement](#)
3. [WSDOT Approval Letter](#)
4. [Proposed Easement for the Navy's GETR](#)
5. [Easement Exhibits A and B](#)



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

11011
Ser AM1.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.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

**AGREEMENT FOR PURCHASE OF REAL PROPERTY
N4425520RP00035**

AGREEMENT by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter called the "City," and the UNITED STATES OF AMERICA, acting by and through the Department of Navy, Naval Facilities Engineering Command Northwest, hereinafter called the "Government."

THE CITY AGREES TO SELL, AND THE GOVERNMENT AGREES TO PURCHASE, for the consideration of **\$23,325.00** the non-exclusive easement substantially in the form provided in Attachment 1, subject to the terms, conditions, and general provisions set forth on this page and on the reverse side hereof and to the additional provisions, if any, incorporated herein by attachment or reference as set forth below. The City has authority and jurisdiction pursuant to RCW 47.24.020(15) and the written authorization from Washington State (WSDOT) dated April 27, 2020, to issue a non-exclusive easement over SR 20 right of way. The City ensures they have proper authority to enter into this agreement and easement and to make any payment necessary.

1. LOCATION AND DESCRIPTION OF PROPERTY: As described in Attachment 1, non-exclusive easement, Navy Contract Number N4425520RP00023 (3 copies)
2. RIGHTS OUTSTANDING IN THIRD PARTIES OTHER THAN SPECIFIED IN PARAGRAPH (a) OF THE GENERAL PROVISIONS: None
3. RIGHTS RESERVED BY CITY: As described in Attachment 1, non-exclusive easement N4425520RP00023
4. The City agrees to convey said non-exclusive easement, to the Government upon payment of the purchase price.
5. An executed duplicate original, and recorded copy of the easement shall be sent to the City at the following address:

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

6. ESCROW: Government shall pay electronically pursuant to City's registration in System for Award Management (<https://sam.gov>). City's CAGE CODE is: 1SR03. City's DUNS Number is: 054009196. Government shall initiate payment upon mutual acceptance of final easement agreement as agreed upon between City Attorney and Government's Real Estate Contracting Officer. City shall execute easement and deliver to Navy for recording upon payment as described in 11a below.

7. CLOSING: Government intends to record transaction on or before October 16, 2020. If, for any reason, Closing does not occur on or before this date, a revised closing date shall be established by mutual agreement of Government and City.

8. EXECUTION BY CITY:

CITY OF OAK HARBOR, a Washington municipal corporation

By: _____
Mayor Bob Severns

Date

9. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA

BY _____
MICHAEL D. BRADY
Real Estate Contracting Officer
Naval Facilities Engineering Command Northwest

Date

| 10. NAVY IDENTIFICATION AND ACCOUNTING DATA | | |
|--|---|--------------------------------------|
| 10A. NAME AND ADDRESS OF NAVAL ACTIVITY Commanding Officer Naval Air Station Whidbey Island 3730 Charles Porter Avenue Oak Harbor, WA 98278 | 10B. LOCAL GOVERNMENT REPRESENTATIVE (Activity and address) Commanding Officer Naval Facilities Engineering Command NW 1101 Tautog Cir Silverdale, WA 98315-1101 | |
| 10C. PAYMENT TO BE MADE BY: Defense Finance & Accounting Service Cleveland Anthony J. Celebrezze Federal Building 1240 East 9th Street Cleveland OH 44199-2055 | 10D. PARCEL(S) Ptn of NW1/4 SW1/4 & SW1/4 SW1/4 Sec. 25, T33N, R1E, W.M. Ptn of SE1/4 SE1/4 Sec. 26, T33N, R1E, W.M. Ptn of NE1/4 NE1/4 Sec. 35, T33N, R1E, W.M. | 10E. CONTRACT NO. N4425520RP00035 |

Line of Accounting for Consideration:

| ACRN | APPROPRIATI ON | SUB- HEAD | OBJ. CLASS | BU- CONTROL | SA | AAA | TT | PAA | COST CODE | AMOUNT |
|------|-------------------|--------------|---------------|----------------|----|--------|----|--------|--------------|-------------|
| AA | 1701804 | 52UE | 320 | 25PPS | | 056521 | 2D | DPTMJZ | 25A20MDDP1SV | \$23,325.00 |

11. GENERAL PROVISIONS

a. **PAYMENT AND CONVEYANCE.** The purchase price for said property shall be paid when the Government and City have mutual acceptance of a final draft easement conveying the appropriate real estate interest in said property to the Government as described above. Upon mutual acceptance, Government will initiate electronic payment and City will execute the easement at its earliest opportunity, and no later than September 23, 2020.

b. **PREPARATION OF DEED.** The Government and City have negotiated and drafted the easement for the grant of the appropriate real estate right.

~~e. **LIENS.** Currently the property is owned by the City and City agrees that if there are any taxes, assessments, and encumbrances which are a lien against the property at the time of conveyance to the Government shall be satisfied by the City prior to or at the time of grant of easement and, if the City fails to do so, the Government may pay any taxes, assessments, and encumbrances which are a lien against the property and deduct such payments from the purchase price. However, the Government agrees to pay all recording fees, transfer taxes and similar expenses incidental to conveying the easement to the Government, if payable in a conveyance to the Government.~~ **Intentionally Deleted**

d. **LOSS OR DAMAGE.** The City agrees that loss or damage to the property shall be at the risk of the City until the deed conveying the easement to the Government has been accepted by the Government through its duly authorized representative, and in the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the easement, or it may elect to accept conveyance of the easement, in which case there shall be an equitable adjustment of the purchase price.

e. **CONDEMNATION.** The City agrees that the Government may, at its election, acquire title to said property or any portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the City agrees to cooperate with the Government in the prosecution of such proceedings, and also agree that the consideration hereinbefore stated shall be the full amount of the award of just compensation inclusive of interest for the taking of said property and that any and all awards of just compensation that may be made in the proceeding to any defendant for any other interests in the property, shall be payable and deductible from the said amount, and that said consideration shall also be in full satisfaction of any and all claims of the City for the possession provided for hereinbefore.

f. **DESCRIPTION.** The description of the property is subject to such modifications as may be necessary to conform to the survey (if any) made by the agents of the Government.

g. **GRATUITIES.**

(1) The Government may, by written notice to the City, terminate the right of the City to proceed under this agreement if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the City, or any agent or representative of the City, to any officer or employee of the Government with a view toward securing this agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement: *Provided*, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(2) In the event this agreement is terminated as provided in Paragraph (1) hereof, the Government shall be entitled to pursue the same remedies against the City as it could pursue in the event of a breach of the contract by the City.

(3) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

h. **NUMBER.** Wherever the context thereof requires, the singular number as used herein shall be read as plural.

i. **REPRESENTATIONS.** All terms and conditions with respect to this agreement of purchase are expressly contained herein and the City agrees that no representative or agent of the Government has made any representation or promise with respect thereto not expressly contained herein.

j. **ADDITIONAL PROVISIONS.** Additional provisions incorporated by enclosure or reference and forming a part of this agreement: Attachment 1 is Easement Contract N4425520RP00023 between the U.S. Government and the City of Oak Harbor, which includes the legal description of the subject property.



April 27, 2020

James Bridges, City Engineer
City of Oak Harbor
Public Works
865 SE Barrington Drive
Oak Harbor, WA 98227

SUBJECT: SR 20, M.P. 33.38 Vicinity
Navy South Groundwater Treatment Installation
City of Oak Harbor

Dear Mr. Bridges,

Since May 2019, the Navy has been in discussions with the City of Oak Harbor and WSDOT regarding securing an easement in the right of way along State Route 20 to install a groundwater treatment system related to Naval Air Station Whidbey Island Area 6. WSDOT, in conversations with the Washington State Attorney General has agreed that an easement agreement similar to the approved 2012 pipeline easement between the Navy and the City of Oak Harbor, with concurrence from WSDOT, is an appropriate legal vehicle.

Area 6 (the former Navy landfill) was designated as part of the National Priority List (NPL) Ault Field Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Site in 1990. CERCLA, passed in 1980, created the legal mechanism for cleaning up abandoned or uncontrolled hazardous waste sites. Both the Navy and the United States Environmental Protection Agency signed the Area 6 Record of Decision Amendment No.1 on 27 September 2019 to address groundwater contamination beneath Area 6 and flowing south towards the City of Oak Harbor. The Navy and EPA have agreed to the installation of a southern groundwater treatment system. The easement is required for the Navy to install five groundwater extraction wells and associated piping for a new groundwater treatment system. The locations of the groundwater extraction wells have been selected based on groundwater modeling of the 1,4-dioxane plume.

WSDOT recommends that the City grant the Navy an easement for the subject project within SR 20 Right-of-Way, subject to the requirements of RCW 47.24.020(15).

If you have any questions, please feel free to contact me.

Sincerely,

Roland M. Storme
Development Services
WSDOT/Mount Baker Area
(360) 757-5961

All correspondence pertaining to this
Easement must include reference to:
CONTRACT NO: N4425520RP00023

Prepared by Department of the Navy
Naval Facilities Engineering Command, (FEC)
1101 Tautog Circle, Attn: Real Estate, AM1
Silverdale, WA 98315-1101

GRANT OF EASEMENT

THIS NON-EXCLUSIVE Easement Agreement (“Agreement”), made this _____ day of _____, 20__, between the CITY OF OAK HARBOR, a Washington municipal corporation (“CITY”) and the UNITED STATES OF AMERICA acting by and through the Department of the Navy (“NAVY”), represented by the Commanding Officer, Naval Facilities Engineering Command Northwest (NAVFAC NW), acting by and through the Secretary of the Navy.

WHEREAS, the CITY is a municipal corporation in Island County in the State of Washington, being a non-charter code city pursuant to Chapter 35A Revised Codes of Washington (RCW); and,

WHEREAS the NAVY is a branch of the United States federal government, being a part of the Department of Defense and having and maintaining facilities, including but not limited to Ault Field at Naval Air Station Whidbey Island, in and around the CITY and within Island County, Washington; and,

WHEREAS, Washington State Department of Transportation (“WSDOT”) is a department of the State of Washington having authority over state transportation pursuant to RCW 47.01.260; and,

WHEREAS, the State of Washington has fee ownership of this portion of the State Route 20 right-of-way in the city limits of the City of Oak Harbor; and,

WHEREAS, the CITY has authority and jurisdiction, pursuant to RCW 47.24.020(15), over the right of way of State Route 20, a state highway located within the CITY limits, and may grant the non-exclusive easement as identified herein with the written approval of WSDOT and the payment of its share of compensation derived from the non-exclusive easement grant; and,

WHEREAS, such portion of State Route 20, described in Paragraph 2 below, Easement Area, is within the City limits of Oak Harbor; and,

WHEREAS, the Navy is planning the construction, installation, operation, maintenance, repair, and replacement of a Groundwater Extraction Treatment and Recovery (GETR) System within the easement area described in Paragraph 2 below; and,

WHEREAS, the Navy, under the authority of 10 U.S.C. 2663, requires acquisition of an easement from the City which has the authority to grant such an easement for the

portion of the GETR system within the City limits and in the State Route 20 right-of-way, with the written approval of WSDOT; and,

WHEREAS, the Federal Tort Claims Act (28 U.S.C. 1346b) is the statutory authorization for tort claims to be brought against the United States of America; and,

WHEREAS, the City and Navy agree that the City has the authority to regulate work within the State Route 20 right-of-way located within the City limits, including requirements for liability insurance and construction standards,

NOW, THEREFORE, in consideration of the sum of _____ (\$_____) paid by the Navy, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the sum of twenty-three thousand, three hundred twenty-five dollars (\$23,325.00) paid by the Navy, the parties hereto agree as follows:

1. Grant of Easement. City does hereby grant to the Navy, subject to the terms and conditions herein, a non-exclusive easement on, over, under, along, through and upon the Easement Area described in Paragraph 2 below, with the right, privilege and authority to enter, access, and use said easement area for the purpose of the construction, installation, operation, maintenance, repair, and replacement of the GETR System.

1.1 Type of Easement. This easement granted herein is an easement in gross personal to the United States of America and said easement is not appurtenant to any parcel or property whether managed by the Department of the Navy or any other federal agency. The intent of the parties is that this agreement is not assignable outside the federal government.

2. Location of Easement. The easement area subject to the grant of easement in Paragraph 1 above is legally described in Exhibit A, attached hereto and incorporated by reference and generally depicted in Exhibit B, attached hereto and incorporated by reference.

3. Definition of GETR System. As used in this Agreement, "GETR System" shall mean and include but is not limited to all of the following to the extent that such are within or near the easement area granted herein: groundwater extraction wells, pumping equipment, influent piping, ancillary power conduits, controls conduit, extraction well vaults, cleanout vaults, electrical pull boxes, air release valve, monitoring wells, monitoring well vaults, other fabricated assemblies and such other equipment, appliances, attachments, appurtenances and other items necessary, convenient or in any way appertaining to any of the foregoing, whether the same be located over or underground. On Navy property at Area 6, the GETR System will

consist of additional equipment including the advanced oxidation processes HiPOx groundwater treatment system.

4. Location of GETR System Within Easement. GETR System shall be installed centered within the Easement Area described in Paragraph 2, above, so that it does not interfere with the use, operation, maintenance and enjoyment of any other existing utility easements within or near the City right-of-way, including but not limited to the following parameters for placement of the GETR system wells, piping, vaults, conduits and other ancillary equipment:

4.1. The GETR System piping shall be installed at a minimum depth of 5 feet from the ground surface to the crown of the pipe per an accepted final design. All vaults shall include 2 feet of adjustment risers. The GETR system location was modified to minimize conflict with the current conceptual “Bridge to Boat Path” design. The current conceptual “Bridge to Boat Path” design potentially overlaps the footprint of the GETR system between stations -15+30 and -13+00 in the vicinity of the Auld Holland Inn and Trailer Park entrance. In addition, a path design will not be finalized prior to installation of the GETR system, and the path will most likely be a pervious pavement per Washington State Department of Ecology requirements, requiring significant aggregate depth for stormwater storage. The Navy acknowledges that the path is not designed yet and that the Navy’s infrastructure needs to be deep enough and adjustable enough that future WSDOT, City, and Franchisee projects can be implemented within the non- exclusive easement area without significant spatial conflict.

4.2. The GETR System shall be installed at any crossing with a minimum of twelve (12) inches vertical separation from and between all existing utilities. The GETR System shall be installed at any potable water crossing with a minimum of eighteen (18) inches vertical separation from and between all existing potable water utilities.

4.3. The GETR System shall be located per a City Engineer accepted 2-D conceptual design dated 22 May 2020 "to minimize [the] need for later adjustment to accommodate future highway improvements and to permit access for servicing the GETR System with minimum interference to highway traffic" pursuant to and consistent with WAC 468-34-130.

4.4 The Navy acknowledges that the “Bridge to Boat Path” must be graded in order to be ADA compliant and the Navy agrees that the GETR System infrastructure shall be designed to minimize physical conflict with the “Bridge to Boat path.”

4.5 The Navy acknowledges that the multi-jurisdictional “Bridge to Boat Path” design will not be finalized prior to installation of the GETR system, and that the path may be constructed within the easement or cause grading to occur within the

easement. The Navy agrees that use of the path for system maintenance shall be limited to foot traffic. No vehicular traffic shall be allowed on the path except business entrances, unless the pavement section necessary for vehicular access is built to a standard appropriate for the anticipated vehicle loading.

5. Non-Exclusive Easement. The easement granted herein is within the City right-of-way, the primary purpose of which right-of-way is travel and maintenance of the roadway, and within said right-of-way and the area of the easement granted herein, are additional existing utility easements, including but not limited to a City water line and the City has and retains the right and authority to regulate the right-of-way and/or grant additional easements within said right-of-way as the City may choose, as long as it does not interfere with the use and enjoyment of the United States of America's easement.

6. Term. This Agreement and the rights and obligations hereunder shall be in effect for a period of fifty (50) years from the date of its recording with the Island County Auditor's Office, or upon termination of clean-up efforts, whichever is sooner, unless sooner terminated by the Grantee as identified below.

6.1. This Agreement may be terminated by a written instrument (e.g., quitclaim deed) signed by the Navy hereto and recorded with the Island County Auditor's Office.

6.2 This Agreement may be sooner terminated if the Navy notifies the City of its intent to abandon the easement granted herein by issuing a signed quitclaim deed from the Navy hereto and recorded with the Island County Auditor's Office and provided to the City.

6.3 In the event this easement is terminated, the Navy agrees to remove the GETR system and all appurtenances in a manner satisfactory to the City.

7. Non-Interference. All work and activities relating to using, setting, erecting, constructing, extending, improving, installing, supporting, attaching, connecting, inspecting, maintaining, repairing, replacing, enlarging, and operating said GETR System within the easement area shall be conducted as set forth below:

7.1. With the least possible interference with public's use and enjoyment of the City right-of-way for travel and the least interference with the maintenance of the right-of-way within the easement area. At a minimum, this shall mean that the work shall be conducted consistent with and according to the Manual on Uniform Traffic Control Devices for Streets and Highways - (Federal Highway Administration) and Washington modifications thereto, and consistent with local standards and pursuant to a traffic control and signing plan approved by WSDOT, and with no open cuts at any crossing or lane closures except as may be approved in said traffic control and signing plan.

7.2. With the approval of the City Engineer and the approval of the engineers for WSDOT to the extent required by WSDOT, no such work shall be undertaken or carried on without such written notice and approval first having been given by the City and WSDOT, as they shall require. The Navy acknowledges that any work conducted within or under the surface of the right-of-way shall require a permit issued pursuant to Oak Harbor Municipal Title 11.

7.3. With notice from the Navy to the City and to owners of all other utilities using the easement area in advance of construction, maintenance and repair, giving the date and location of such construction, maintenance and repair of the GETR System and Navy will retain on file at its Public Works Office the "Record Drawings", which will be available for viewing by any authorized staff of the city, county or state in the official capacity of their job.

7.4. Any and all damage or injury done or caused to the easement area or to the City right-of-way, or any portion thereof, by the Navy during the use, setting, erecting, constructing, extending, improving, installing, supporting, attaching, connecting, inspecting, maintaining, repairing, replacing, enlarging, and operating of the GETR System shall be promptly repaired and reconstructed by the Navy based on the policies or requirements of the City's public works office; and in the event the Navy shall fail, neglect or refuse to repair and reconstruct said damage or injury the same may be done by the City and reimbursement for actual expenses may be sought through any appropriate Navy or other U.S. Government process or venue, including but not limited to the Federal Tort Claims process. In performing any such repair, neither the City nor any of its employees, agents, or subcontractors shall be deemed to be an employee, agent or subcontractor of the Navy.

7.5. The Navy will provide technical personnel contact information to the City/County to respond to City/County notices of emergency involving the GETR System. The Navy shall respond within two (2) days of such notice, or as soon thereafter as practically possible.

8. Construction Standards. All work of the Navy within the easement area, including but not limited to using, setting, erecting, constructing, extending, improving, installing, supporting, attaching, connecting, inspecting, maintaining, repairing, replacing, enlarging, and operating the GETR System shall conform to applicable ordinances, statutes, administrative provisions, including but not limited to Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto (WSDOT), to policies or requirements of the City Engineer, WSDOT, and other departments or persons having supervisory or approval control over the work including compliance with such ordinances, statutes, administrative provisions and policies related to public safety.

8.1. The GETR system construction is being performed under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLA, also known as Superfund, authorizes the President to respond to releases or threatened releases of hazardous substances into the environment. CERCLA response actions are exempted by law from the requirement to obtain Federal, State or local permits. Any such work shall meet substantive and procedural CERCLA requirements.

9. GETR System Realignment, Changes and/or Modifications.

9.1. The Navy shall exercise its best efforts to design, locate and install the GETR System in such a manner which meets a City Engineer accepted final design. The City Engineer approved the conceptual 2-D plans on 25 June 2020 for easement development. The Navy shall incorporate necessary elevation changes into the design build.

9.2 If the City and/or WSDOT determines that a future improvement, repair, alteration or modification to portions of the State highway or the City right-of-way subject to this easement is necessary and it may result in any disturbance, realignment or modification to the GETR System which impacts the use and enjoyment of the Navy's easement, the City and/or WSDOT shall:

9.2.1. Provide the Navy no less than twenty-four (24) months advance written notice of commencement of such State highway or City right-of-way project, but preferably at the beginning of an improvement, repair, alteration or modification which may result in a disturbance, realignment or modification to the Navy's use and enjoyment of its easement; and,

9.2.2 Provide the Navy said preliminary plans and specifications for such State highway and/or City right-of-way improvement, repair, alteration or modification; and,

9.2.3. The Navy, the City and/or WSDOT shall meet to discuss the project and determine if any disturbance, realignment or modification of the GETR System will take place; and,

9.2.4. The Navy, the City and/or WSDOT will determine how to resolve the project impacts to the Navy's use and enjoyment of its easement pursuant to applicable laws and regulations.

10. Environmental Requirements.

10.1. The Navy agrees that it will conduct all its activities within the easement area in compliance with all applicable federal, state, or local environmental laws.

10.2. To the extent contamination occurs from activities of the Navy within the easement area or from the GETR System, the Navy shall comply with all applicable state and federal environmental laws.

11. Legal Authority.

11.1. The City is authorized to grant the easement herein on, over, under, along, through and upon the City right-of-way on State Route 20 pursuant to the general grant of authority given to non-charter code cities pursuant to Chapter 35A.11.010 and pursuant to Chapter 39.33.010 (1) RCW which allows the City to transfer, exchange and dispose of any interest in City real property to the federal government.

11.2. WSDOT is authorized to operate and maintain state highways, including State Route 20 pursuant to RCW 47.01.260 and RCW 47.24.020.

11.3. All portions of State Route 20 described in Paragraph 2 above are located within the city limits of Oak Harbor (City). Pursuant to RCW 47.24.020(15), title to the SR 20, a non-limited access state highway, right of way vests in the City, and the City has the authority to grant the non-exclusive easement identified herein for utility purposes if WSDOT approves such easement and if the state of Washington receives its proportionate share of the compensation paid for the easement. WSDOT's written approval is included in this Agreement as Exhibit "C".

12. Costs. All costs of work, including but not limited to planning, design, application, submittal, approval, construction, required relocation of System elements, insurance, administration, use, maintenance, repair and operation of the GETR System herein shall be borne solely by the Navy and such shall not place any financial burden or cost on the City that would not otherwise exist without the easement or this Agreement.

13. Miscellaneous Provisions.

13.1. Severability. If any term, provision, condition or portion of this Agreement shall be held to be invalid such invalidity shall not affect the validity of the remaining portions of this Agreement which shall continue in full force and effect. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

13.2. Modification and Amendment. This Agreement may be modified or amended only by written instrument signed by all parties hereto, which instrument specifically states that it is a modification or amendment to this Agreement and is approved and executed in accordance with the laws of the State of Washington and recorded.

13.3. Counterpart. This Agreement may be executed in counterpart, each of which shall be an original, but all such counterparts shall constitute one and the same instrument.

EXHIBIT A

NAVFAC Contract N4425520RP00023
September 2, 2020

Washington State Highway
Commission Department of
Highways

PARCEL 1 – PERMANENT GROUNDWATER EXTRACTION, TREATMENT, AND RECHARGE (GETR) SYSTEM EASEMENT

A 12.00 foot wide strip 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 approved on October 14, 1952, in the Washington State Highway Department records, lying 6.00 feet on each side of the following described centerline:

BEGINNING at a point being GETR engineer's centerline station -24+09.60, said point being equal to State Route 20 (SR20) 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, 6.00 feet to GETR station -24+03.60, which is the beginning of the Southern GETR System project centerline as shown on the 100% Design Submittal dated January 28, 2019 and subsequent approved revisions, all of which are on file in the NAVFAC Northwest Environmental Office;

thence continuing along the GETR System project centerline N 39°14'24" E, 620.79 feet to GETR station -17+82.81, which is equal to State Route 20 (SR20) station 663+58.29, 45.06 feet left, hereinafter referred to as Pt 'A';

thence continuing along the GETR System project centerline N 39°14'24" E, 890.87 feet to an angle point at GETR station -8+91.94;

thence along the GETR System project centerline N 6°03'57" W, 42.20 feet more or less to GETR station -8+49.74 being on the westerly right of way line for State Route 20, which is also a point on the easterly boundary of Naval Air Station Whidbey Island as shown on that survey recorded under Auditor File Number 4340761, records of Island County, Washington and TERMINUS of said centerline, said terminus being equal to State Route 20 station 672+78.84, 75.00 feet left, and N 39°14'10" E, 13.85 feet from a 3-1/4" diameter Dept. of Navy monument marking the Southeast corner of said Naval Air Station Whidbey Island, and S 41°59'51" W, 1737.36 feet from the angle point in the West line of the Caleb Miller D.L.C. The sidelines of said strip to be lengthened or shortened to intersect said easterly boundary of Naval Air Station Whidbey Island.

EXHIBIT A

**NAVFAC Contract N4425520RP00023
September 2, 2020**

**Washington State Highway
Commission Department of
Highways**

Together with a 12.00 foot wide strip of land lying 6.00 feet on each side of the following described centerline:

Beginning at the hereinbefore described Pt "A";
Thence S 50°45'36" E, 15.00 feet to the TERMINUS of said centerline.

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

A parcel of land lying in the Northeast quarter of Section 35, 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 approved on October 14, 1952, in the Washington State Highway Department records, said parcel being further described as follows:

BEGINNING at a point being equal to State Route 20 (SR20) station 655+00.22, 37.65 feet right, which is 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;

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

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 approved on October 14, 1952, in the Washington State Highway Department records, said parcel being further described as follows:

EXHIBIT A

**NAVFAC Contract N4425520RP00023
September 2, 2020**

**Washington State Highway
Commission Department of
Highways**

BEGINNING at a point being equal to State Route 20 (SR20) station 661+08.53, 28.99 feet right, which is 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

A parcel of land lying in 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 approved on October 14, 1952, in the Washington State Highway Department records, said parcel being further described as follows:

BEGINNING at a point being equal to State Route 20 (SR20) station 670+78.42, 25.34 feet right, which is 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

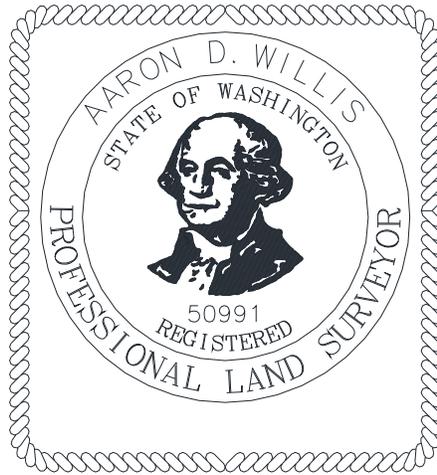
The parcel of land to which this description applies contains 900 square feet (0.02 acre), more or less.

All as depicted on a Record of Survey for NAVFAC Easement Boundaries NAVFAC contract N4425520RP00023 to be filed in the records of Island County, Washington.

EXHIBIT A

**NAVFAC Contract N4425520RP00023
September 2, 2020**

**Washington State Highway
Commission Department of
Highways**



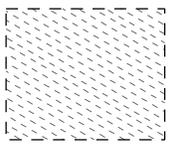
A. D. Willis

9-4-20

Aaron D. Willis, P.L.S.

Date

EXHIBIT B



PARCEL 1
 PERMANENT 12' WIDE
 GETR SYSTEM EASEMENT
 AREA = 18,826 SQ. FT (0.43ac)

NOTE
 SEE RECORD OF SURVEY
 FOR NAVFAC EASEMENT BOUNDARIES
 NAVFAC CONTRACT N4425520RP00023
 TO BE FILED IN THE RECORDS
 OF ISLAND COUNTY



STA GETR -24+03.60
 BEGIN GETR SYSTEM
 PROJECT CENTERLINE
 POB GETR -24+09.60 =
 'SR20' 657+31.50,
 45.10 Lt

R13326-101-4180
 R13326-026-4830
 N 39°14'24" E 620.79'
 N 39°14'10" E
 STATE ROUTE 20
 PARCEL 1

POB
 PARCEL 3
 STA 'SR20'
 661+08.53
 28.99 Rt

SEE PAGE 2

16TH AVE.

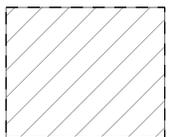
N 71°43'01" W, 312.50'

26 25
 35 36

T33N, R1E, W.M.

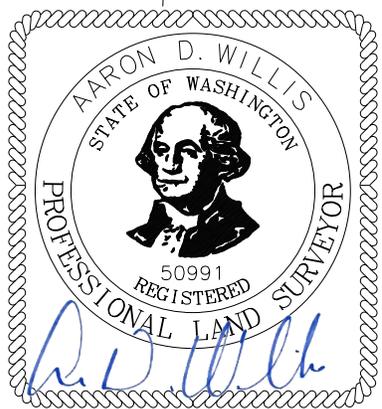
S 70°36'01" W, 401.72'

POB
 PARCEL 2
 STA 'SR20' 655+00.22
 37.65 Rt



PARCELS 2, 3, AND 4
 PERMANENT 30' x30'
 WELL EASEMENTS
 AREA = 900 SQ. FT (0.02ac) EACH

Date Signed:
 9-4-20



NAVFAC CONTRACT N4425520RP00023
 EASEMENT ACROSS
 WASHDOT SR20 RIGHT OF WAY

| | | |
|---------|----------|--------|
| SCALE | DATE | PAGE |
| 1"=100' | 9/2/2020 | 1 of 3 |

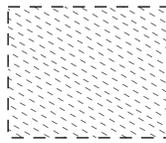
ACQUISITION MAP

JACOBS

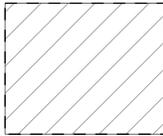
SURVEY & MAPPING

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

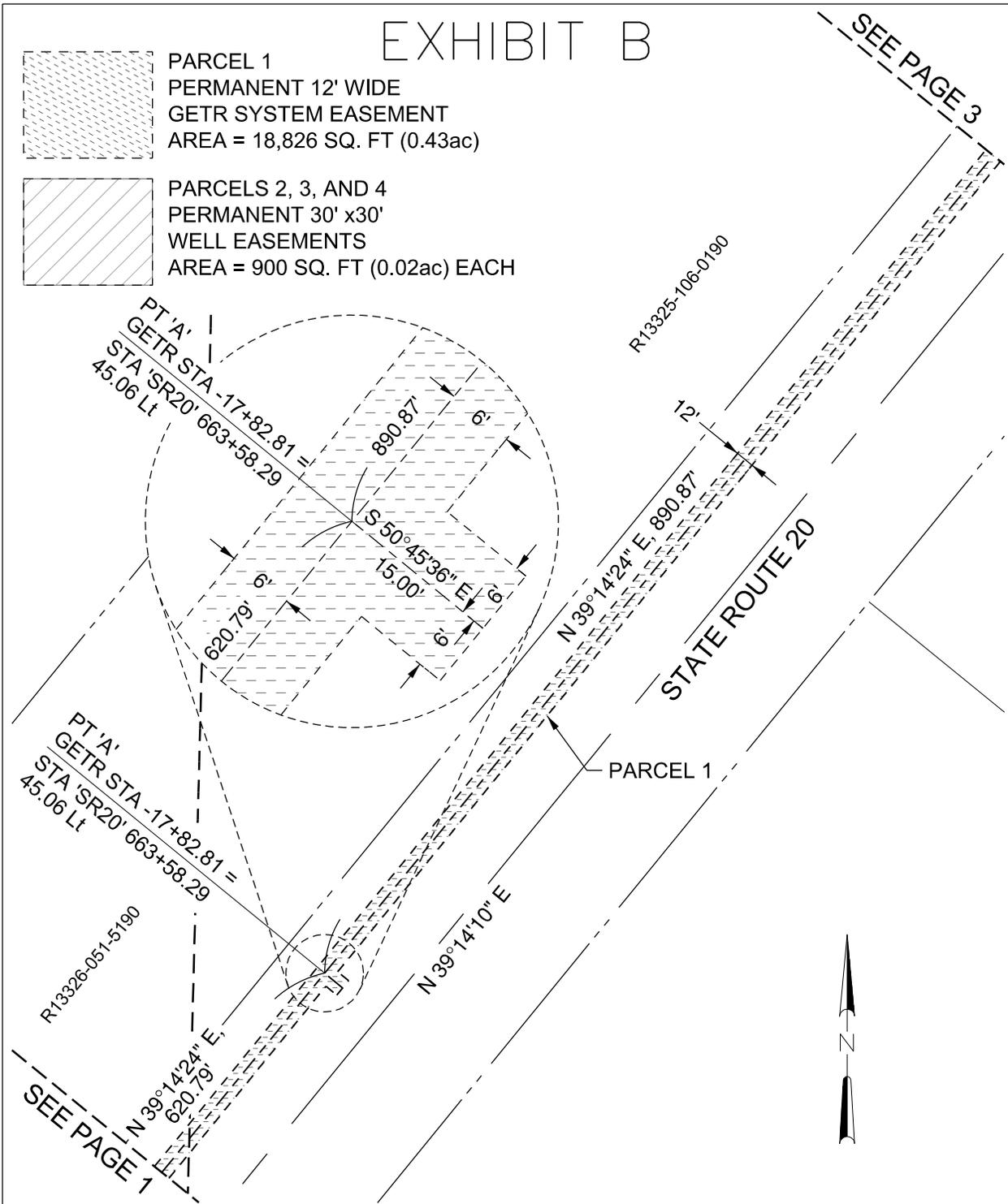
EXHIBIT B



PARCEL 1
PERMANENT 12' WIDE
GETR SYSTEM EASEMENT
AREA = 18,826 SQ. FT (0.43ac)



PARCELS 2, 3, AND 4
PERMANENT 30' x30'
WELL EASEMENTS
AREA = 900 SQ. FT (0.02ac) EACH



NAVFAC CONTRACT N4425520RP00023
EASEMENT ACROSS
WASDOT SR20 RIGHT OF WAY

| | | |
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| SCALE | DATE | PAGE |
| 1"=100' | 9/2/2020 | 2 of 3 |

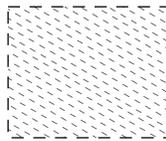
ACQUISITION MAP



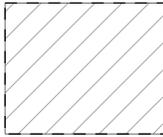
SURVEY & MAPPING

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

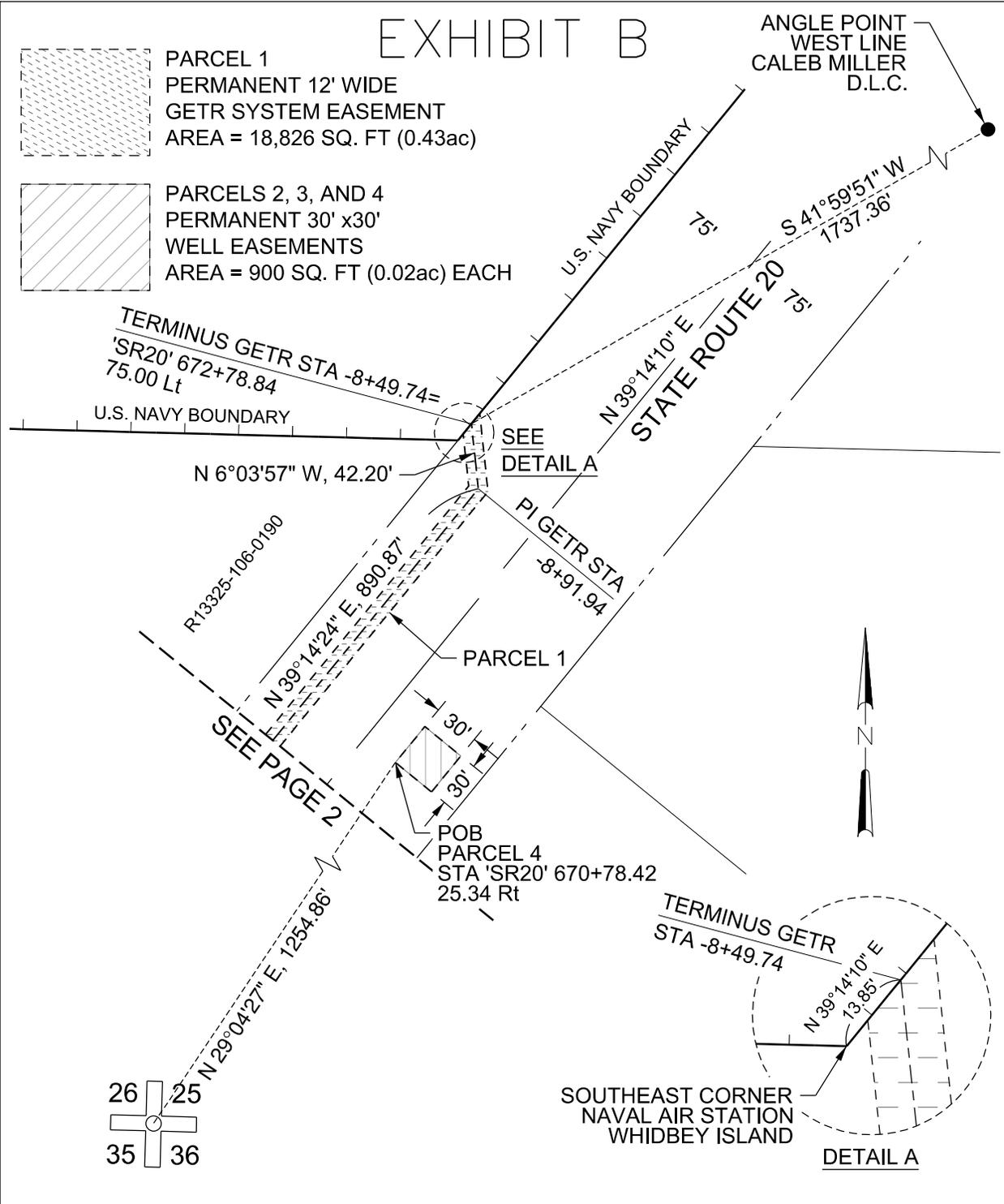
EXHIBIT B



PARCEL 1
PERMANENT 12' WIDE
GETR SYSTEM EASEMENT
AREA = 18,826 SQ. FT (0.43ac)



PARCELS 2, 3, AND 4
PERMANENT 30' x30'
WELL EASEMENTS
AREA = 900 SQ. FT (0.02ac) EACH



NAVAC CONTRACT N4425520RP00023
EASEMENT ACROSS
WASHDOT SR20 RIGHT OF WAY

| | | |
|---------|----------|--------|
| SCALE | DATE | PAGE |
| 1"=100' | 9/2/2020 | 3 of 3 |

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
Workshop Agenda Bill

Date: September 23, 2020
Subject: **b. Action Item: Wet Fiber Agreement with City of Anacortes**

FROM: Legal Department and Public Works Department

SUMMARY STATEMENT

Recommended Action:

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

Background Information:

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

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

The attached agreement is scheduled to be approved by the Anacortes City Council at their meeting on Monday, September 21, 2020. Provided this item is approved by the Oak Harbor City Council, Staff plans to present an executed copy of the attached agreement for Council signature after the September 23, 2020 Workshop meeting.

Authority:

RCW 39.34 Interlocal Cooperation Act

Fiscal Impact:

ATTACHMENTS

1. [Wet Fiber Interagency Agreement](#)
2. [Exhibit A](#)

**AGREEMENT BETWEEN THE CITY OF OAK HARBOR AND
THE CITY OF ANACORTES FOR INSTALLATION OF CONDUIT AND FIBER OPTIC CABLE
WITHIN THE CITY OF OAK HARBOR'S 24-INCH WATER
MAIN FROM SHARPES CORNER TO DECEPTION PASS BRIDGE**

This agreement, made and entered into this _____ day of _____, 2020, by and between the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor" and the CITY OF ANACORTES, a municipal corporation of the State of Washington, hereinafter called "Anacortes", hereinafter individually called "Party" or collectively "Parties".

WHEREAS, Anacortes and Oak Harbor entered into a general cooperative agreement relating to public works projects on December 17, 2019; and

WHEREAS, Anacortes is in the process of installing conduit and fiber optic cables within its water lines from Sharpes Corner to Deception Pass; and

WHEREAS, Oak Harbor is in need of a conduit and fiber optic cables within its water lines from Sharpes Corner to Deception Pass; and

WHEREAS, the Parties have determined that it would be in the best interests of the citizens to enter into a joint or cooperative undertaking, pursuant to provisions of the State of Washington "Interlocal Cooperative Act", Chapter 239, Laws of 1967; and

WHEREAS, Anacortes has offered to complete and install conduit from the Pass Lake intertie to the Rock Bridge intertie at Deception Pass at no cost to Oak Harbor as shown in "Exhibit A"; and

NOW, THEREFORE, the parties hereto, in consideration of the promises, mutually covenant and agree as follows:

1. Project Assurances.
 - a. Oak Harbor attests that they have familiarized themselves with the Craley Atlantis Hydrotec materials, fittings, and installation techniques and understand the inherent risks associated with installing, operating and maintaining the Craley product within a live water system.
 - b. Oak Harbor warrants that the water line is of sufficient quality, condition, and materials that is capable of withstanding the installation of the Craley product.
 - c. Anacortes City staff are familiar with and have experience in the installation of the Craley product and will use the same level of caution and care as if they were installing the Craley product in a City of Anacortes waterline.
2. Consideration.
 - a. Anacortes:
 - i. The City of Anacortes will pay all costs for materials and installation of Craley product and fiber strands within Oak Harbor's 24-inch water line.

- ii. Once installed, Anacortes will provide Oak Harbor with unrestricted and exclusive use of two 12-strand buffer tubes (or 24 fiber strands) located between Sharpes Corner and the Pass Lake vault, for use by the City of Oak Harbor or its agents.
 - iii. Anacortes will provide Oak Harbor with ownership of all 144 fiber strands located between Pass Lake vault and the Rock Bridge intertie.
 - b. Oak Harbor:
 - i. The City of Oak Harbor hereby grants Anacortes the right to install Craley product and fiber strands in its 24-inch water line.
 - ii. Oak Harbor hereby grants Anacortes a leasehold interest to maintain the conduit and fiber lines in the pipe for the life of the pipe, as described in Exhibit A hereto.
- 3. Project Management and Access:
 - a. Anacortes currently plans to install 144 strands of fiber optic cable within the Craley product or duct. Anacortes or its contractor will install the Craley product within the Oak Harbor owned, maintained, and operated water line from Sharpes Corner to the Rock Bridge intertie at Deception Pass, as described in Exhibit A.
 - b. Anacortes will provide Oak Harbor or its agents unrestricted and exclusive use of a two 12-strand buffer tube (which includes 24 strands) included in the 144 strand fiber bundle, located between Sharpes Corner and the Pass Lake vault. Anacortes will retain ownership and exclusive use of all remaining 120 fiber strands located between Sharpes Corner and the Pass Lake vault.
 - c. Oak Harbor or its agents will have exclusive ownership and assume responsibility for all maintenance of all 144 fiber strands and Craley product located between the Pass Lake vault and the Rock Bridge intertie at Deception Pass.
 - d. Anacortes anticipates completing the project by July 2021.
 - e. The Parties agree that Anacortes will have the sole right to conduct, direct, and control any maintenance and repair work on the Craley ducts or strands contained therein within Oak Harbor's water line. However, nothing contained herein shall restrict Oak Harbor's rights regarding the operation and maintenance of its water lines.
 - f. Oak Harbor agrees to grant Anacortes unrestricted access to the Craley product equipment located in the Oak Harbor Water pipe. Anacortes agrees to provide Oak Harbor advance notice of plans to access the fiber vaults or equipment. Access is subject to applicable federal, state, and local rules and regulations.
 - g. Oak Harbor agrees to provide Anacortes with advance notice of any work on its water lines that may interfere with the fiber conduit or strands.
 - h. Future maintenance, repairs, and replacement costs that apply to all fiber strands or the conduit located between Sharpes Corner and Pass Lake vault will be paid by the Parties on a pro-rata bases with 84% to be paid by Anacortes and 16% to be paid by Oak Harbor.
 - i. Any costs to maintain or repair only one Party's strands shall be borne solely by the Party who owns the strands.
 - j. Any maintenance or replacement costs caused by one Party's sole negligence, shall be paid by the negligent Party.

- k. Anacortes shall obtain any and all permits or permissions necessary for the installation of the conduit and fiber. Oak Harbor shall assist as necessary.
4. Insurance: Each party agrees to procure and maintain insurance in a type and amount determined to be appropriate by each party's risk manager.
5. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.
6. No separate legal entity: No separate legal entity is created by this agreement.
7. No joint property: No fixed assets or real or personal property will be jointly or cooperatively acquired, held, used or disposed of by the parties pursuant to this agreement.
8. Dispute resolution: In the event of any dispute relative to the operation of this agreement, such dispute shall be resolved by the governing body of each entity appointing two of its members to an investigating committee, which said committee shall investigate and report back to the respective entities the results of their investigation and shall give their recommendations to the respective governing bodies.
9. Modifications: This joint cooperative undertaking shall be in effect from the date of execution and shall remain in effect indefinitely. This agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto.
10. Liberal Construction: This joint cooperative undertaking shall be liberally construed to accomplish the purpose for which it was entered into.
11. Compliance with laws and terms of grants: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name
12. Assignment and Subcontracting: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.
13. Default: Failure of the parties to comply with the terms of this Agreement shall constitute

default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

- 14. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.
- 15. Captions and Counterparts: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS THEREOF, the City of Oak Harbor has caused this instrument to be executed by its Mayor, being thereunder duly authorized and the City of Anacortes has caused this instrument to be executed by its Mayor, being thereunto duly authorized.

DATED THIS _____ day of _____, 2020

CITY OF OAK HARBOR, WASHINGTON

Robert Severns, Mayor

ATTEST:

Julie Lindsey, City Clerk

APPROVED AS TO FORM

Grant Weed, City Attorney

CITY OF ANACORTES, WASHINGTON

Laurie Gere, Mayor

ATTEST:

Marcia Hunt, City Clerk

APPROVED AS TO FORM

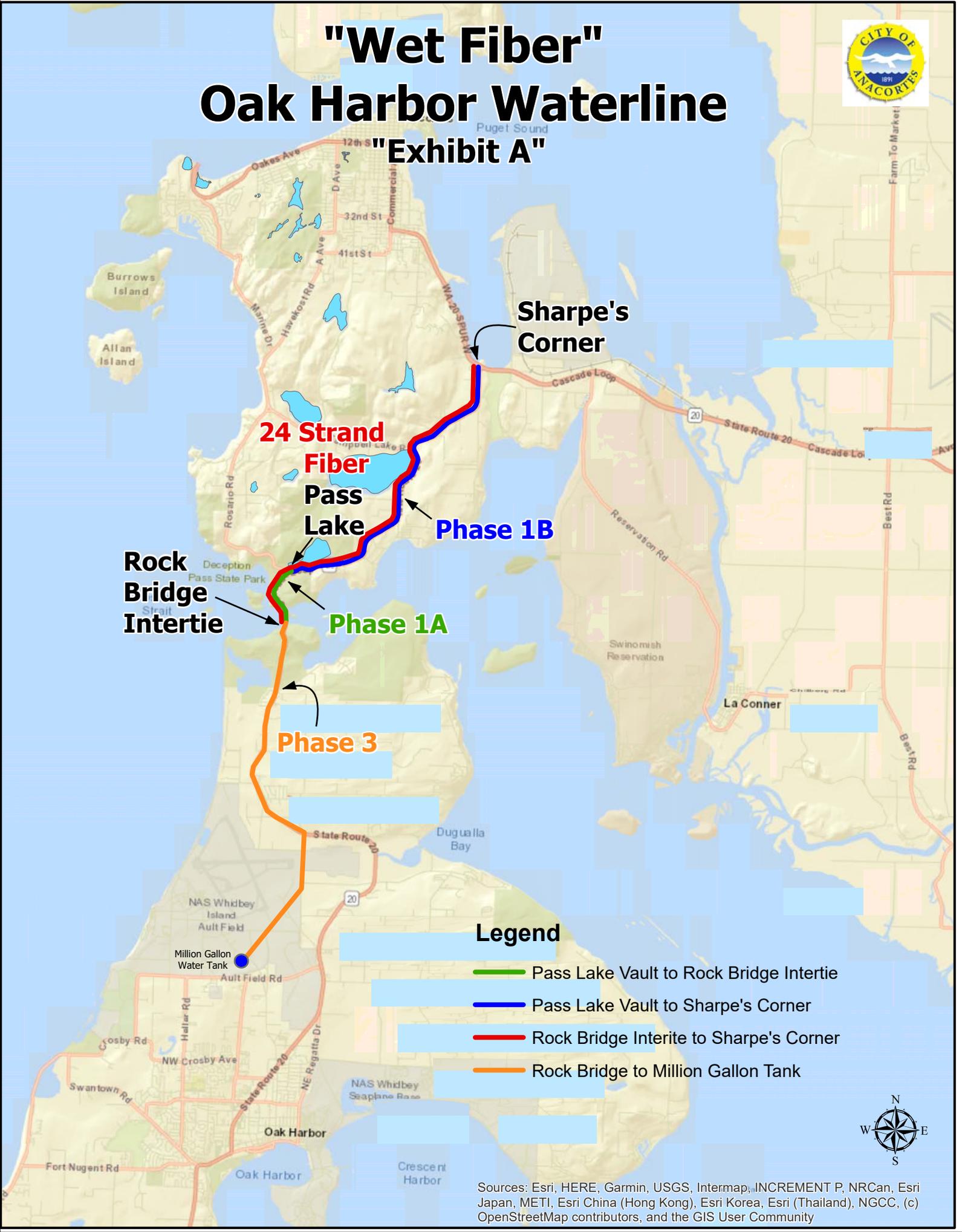
Darcy Swetnam, City Attorney

L:\LGL\Contracts\Contracts - various\AGREEMENT- Oak Harbor Sharps fiber install - clean.docx

"Wet Fiber" Oak Harbor Waterline



"Exhibit A"



Rock Bridge Intertie

24 Strand Fiber Pass Lake

Phase 1B

Phase 1A

Phase 3

Sharpe's Corner

Legend

- Pass Lake Vault to Rock Bridge Intertie
- Pass Lake Vault to Sharpe's Corner
- Rock Bridge Interite to Sharpe's Corner
- Rock Bridge to Million Gallon Tank



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: a. Arts Commission: 'Tao' Art
Piece Placement at Scenic
Heights Location

FROM: Blaine Oborn, City Administrator
Rodric Gagnon, Arts Commissioner (Chair)
Therese Kingsbury, Arts Commissioner
Cynthia Mason, Arts Commissioner

SUMMARY STATEMENT

At the June 2, 2020 City Council Meeting, City Council approved Resolution 20-17 authorizing the acquisition of the “Tao” sculptures. The \$4,000 deposit for the piece was paid to the artist Verena Schwippert on July 15, 2020. Arts Commissioner Cynthia Mason met with Hank Nydam, former Parks Department Manager, on August 26, to review placement of piece at Scenic Heights location. Arts Commissioner Chair Rodric Gagnon presented the proposed location to the Park Board at their September 14, 2020 Meeting.

Chairman Gagnon will present on the Scenic Heights location (attachment 1), and an amended Resolution 20-17 (attachment 2) will be brought forward at a future Council Meeting as a consent item to approve the location change, and to include a revision to the price to include tax, which was not included in the original Resolution.

ATTACHMENTS

1. [Presentation on placement of "Tao" Art Piece](#)
2. [DRAFT Amended Resolution 20-17 "Tao" Art Piece Placement & Tax](#)

Arts Commission

City Council Workshop, September 23, 2020



Proposed Location for "Tao"
Scenic Heights Trailhead



Proposed Location for "Tao" Scenic Heights Trailhead



Proposed Location for "Tao"
Scenic Heights Trailhead

AMENDED RESOLUTION 20-17

A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING THE ACQUISITION OF THE SCULPTURE PIECES KNOWN AS “TAO”.

WHEREAS, the City finds that public artistic expression of all kinds enhances the historical, cultural, economic, educational and social life of the community and benefits the health and welfare of the City’s residents; and,

WHEREAS, the City finds it appropriate, necessary, and desirable to promote and support public experiences of the visual arts and artistic disciplines for the good of the citizens of Oak Harbor; and,

WHEREAS, the City of Oak Harbor Arts Commission has been working to obtain a set of pieces created by sculptor Verena Schwippert known as the “Tao” sculptures; and,

~~WHEREAS, staff has vetted multiple locations for the placement of the “Tao” sculptures and determined that the most appropriate location is the pocket park on the Southwest corner of State Route 20 and NE Koetje Street; and,~~

WHEREAS, the Arts Commission and Park Board have recommended the placement of the “Tao” Sculptures at the Scenic Heights trailhead pad location, and have worked with the Parks Department on the logistics of installing the art pieces at this location; and,

WHEREAS, the purchase price of the sculptures from artist Verena Schwippert is \$7,000, plus \$675.00 tax, and staff estimates \$500 for transportation of the pieces, and \$500 for creation of a plaque and appropriate base for the pieces;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor Washington, that the City Council authorizes the acquisition of the “Tao” sculptures, the placement of the pieces ~~in the pocket part on the Southwest corner of State Route 20 and NE Koetje Street~~ at the Scenic Heights trailhead pad location, and the creation of an appropriate base and plaque for the pieces, for a total amount not to exceed ~~\$8,000~~, 8,675 to be paid from the Creative Arts Fund.

PASSED by the City Council and approved by its Mayor this ~~2nd day of June, 2020~~.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Julie Lindsey, City Clerk

Approved as to Form:

Anna Thompson, Interim City Attorney

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: a. RFP/Hearing Examiner
Update

FROM: Cac Kamak, AICP, Senior Planner Development Services

SUMMARY STATEMENT

Staff is pursuing the process of finding new hearing examiner services for Oak Harbor. The City Council indicated preference for moving away from a monthly contract payment system and considering charges on a case by case basis. A sample contract and Request For Proposals (RFP) is currently being reviewed internally. Once it clears the internal checks, the RFP (draft attached) will be distributed using the Municipal Research and Service Center's (MRSC) small roster list.

ATTACHMENTS

1. [Draft RFP](#)

**CITY OF OAK HARBOR
REQUEST FOR PROPOSALS
HEARING EXAMINER SERVICES**

I. PURPOSE OF REQUEST

The City of Oak Harbor (“City”) is requesting proposals from individual licensed attorneys or related firms/entities for the purpose of selecting a new City Hearing Examiner. Applicants must be experienced in the areas of land use law, real property law, city planning and development, code enforcement and business licensing. The City’s needs are further outlined in the following Request for Proposals (“RFP”).

II. TIME SCHEDULE

The City will follow the following timetable, with expected selection of Hearing Examiner by 12/1/2020.

| | |
|-------------------------------------|----------------|
| Issue RFP | September 2020 |
| Deadline for Submittal of Proposals | October 2020 |
| Finalist Selection/Interviews | October 2020 |
| City Council contract approval | November 2020 |

III. PROPOSAL REQUIREMENTS

Interested parties should submit a:

- A. Letter of Interest – no more than one page in length and include contact information and signature. The letter must indicate that the City’s contract for Hearing Examiner Services is acceptable. The contract is available upon request. The letter or an attachment to the letter should state all proposed rates and charges.
- B. Summary of qualifications, experience, and availability – this must be no more than four pages in length. It should summarize the applicant’s qualifications to be a hearing examiner, his/her relevant experience, and the availability of the applicant to participate in the RFP process and to provide services to the City.
- C. Method and approach – a one or two page summary of the applicant’s approach to providing hearing examiner services.
- D. Example of written work – at least two examples of the applicant’s written decisions must be provided along with the invoices for those decisions or an explanation about why such invoices cannot be provided.
- E. Example of Rules of Procedure. The City’s Hearing Examiner is authorized to adopt rules of procedure. The proposal shall include an example of rules of

procedure that the Hearing Examiner has previously used. This example does not have to be dovetailed with the City's Municipal Code at this time.

- F. Professional references – at least two professional references, including phone numbers and other contact information. No more than one page.

IV. SELECTION CRITERIA AND PROCESS

Factors for selection include:

1. Knowledge and experience in adjudication or litigation related to land use planning and zoning, growth management, State Environmental Policy Act, Shoreline Development, Public Works, and Constitutional principles.
2. Responsiveness of the written proposal to the purpose/scope.
3. Experience with writing legally defensible local land use decisions.
4. Approach to quality control, case management and decision delivery.
5. Making effective use of public resources.
6. Experience and manner of holding public meetings and quasi-judicial proceedings.
7. Readiness, availability, and familiarity with the area.
8. Flexibility in fee structure for the services proposed. Please specify acceptable fee option for case by case considerations and any additional fees, charges, expenses, etc. that are, or may be, billable to the City.
9. Response of references.

V. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
- C. The City reserves the right to award any contract to the next, most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the

City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the contract is available for review. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- G. All submitted documents are public record and subject to disclosure.

VI. SCOPE OF SERVICES

The individual or firm/entity with which the City contracts shall perform all duties of the Hearing Examiner and pursuant to the jurisdiction and authority as established in the various sections of the Oak Harbor Municipal Code.

The bulk of the Examiner's workload is expected to be quasi-judicial land use cases, including major plats, conditional use permits, binding site plans, variances, shoreline permits, appeals of certain administrative actions, site-specific rezones, etc. In general Oak Harbor's Hearing Examiner holds public hearings and decides matters related to land development such as:

- Request for variances and conditional use permits
- Preliminary plat approvals
- Substantial development permits
- Appeals from administrative decisions

See OHMC 18.40 regarding the Oak Harbor's Hearing Examiner's jurisdiction.

Hearings are generally scheduled as and when needed. Scheduling is by consultation with the Development Services Director's designee. Hearing recording and other meeting support services are provided by the City. Decisions are to be issued timely as prescribed by law.

All duties shall be performed in a manner consistent with accepted practices for other similar services included but not limited to conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens, and staff and the preparation of findings and conclusions which are understandable and based upon reasoning and all applicable law and which are received in a timely manner.

VII. COMPENSATION

All rates quoted shall be full cost inclusive of sales tax and other government fees, taxes and charges and valid throughout the contract period unless otherwise amended and agreed to by both parties in writing. Payment by the City for the services will only be made after the services have been performed and an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative. Statements shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person.

VIII. INSTRUCTIONS TO APPLICANTS

A. All proposals should be sent to:

Director of Development Services or City Attorney
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA, 98277

B. All proposals must be in a sealed envelope and clearly marked "RFP Hearing Examiner".

C. Any questions related to the RFP must be received sufficiently in advance of the deadline for submittals. Questions should be addressed in care of Cac Kamak at ckamak@oakharbor.org

D. All proposals must be received by close of business (5:00 PM) on Monday, September, 2020. Three hardcopies of the proposal must be presented. No emailed, faxed or telephone proposals will be accepted.

E. Proposals should be prepared simply and economically, providing a concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: a. Oak Harbor Youth Sailing
Storage Building Right of
Entry – Amendment

FROM: Chris Sublet, Harbormaster

SUMMARY STATEMENT

At the December 17, 2019 City Council meeting, Council approved a Right of Entry agreement (attachment 1), with Oak Harbor Youth Sailing (OHYS) to construct an 18 'x 40' metal storage building on City property. The storage building will be used to store boats and equipment and was going to be built on the east end of storage building 3. Since that time, it has been determined that it makes more sense for OHYS to construct the building on the east end of storage building 4 (attachment 2). This new location will allow instructors and coaches to easily monitor the launching of boats at the ramp while providing for a more centralized, visible location.

Oak Harbor Youth Sailing is a 501 c3 charitable non-profit organization that operates out of the marina providing instructional classes for children, teenagers and adults. The classes are typically in the summer and all 60-70 slots sell out quickly. Oak Harbor Youth Sailing also operates the Wild Cat sailing team which is affiliated with Oak Harbor High School and competes all over the Puget Sound region.

Once the metal storage building is constructed OHYS intends to donate the building to the City. The City will then execute a formal agreement with OHYS accepting the donation and giving them exclusive rights to use the building.

ATTACHMENTS

1. [December 17, 2019 City Council meeting, Right of Entry agreement Agenda Bill](#)
2. [Image of proposed building and location 2](#)

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. g
Date: December 17, 2019
Subject: Agreement: Oak Harbor Youth
Sailing Storage Building - Right of
Entry

FROM: Steve Powers, AICP, Director, Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion approving a Right of Entry agreement between Oak Harbor Youth Sailing and the City of Oak Harbor allowing Oak Harbor Youth Sailing to construct a metal storage building on marina property.

BACKGROUND / SUMMARY INFORMATION

Oak Harbor Youth Sailing (OHYS) operates out of the marina and provides instructional classes for children, teenagers and adults. The classes are typically in the summer and sell out quickly. Oak Harbor Youth Sailing also operates the Wild Cat sailing team which is affiliated with Oak Harbor High School and competes all over the Puget Sound region.

In order to operate this type of program, OHYS has purchased several small sailboats and chase boats. Oak Harbor Youth Sailing currently rents 3 storage sheds from the marina to store all of the associated equipment but has run out of room and does not have a location to store the boats. All of the sailboats and chase boats are currently being stored in the open storage shed behind building 3.

The Oak Harbor Youth Sailing organization has submitted a proposal (Attachment 1) to the City to establish a classroom and off-season boat storage space. OHYS would accomplish this by purchasing and installing an 18' x 40' enclosed metal storage building on marina property (Attachment 2).

Prior to the construction of the metal storage building a "Right of Entry" agreement (Attachment 3) must be formalized by both the City and Oak Harbor Youth Sailing. The agreement essentially outlines the insurance requirements and timelines for construction of the metal storage shed.

Once the metal storage building is constructed OHYS intends to donate the building to the City. The City will then execute a formal agreement with OHYS accepting the donation and granting them rights to use the building.

LEGAL AUTHORITY

FISCAL IMPACT

There will not be any fiscal impact to the marina.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item was previously discussed at the October 7, 2019 Marina Advisory Committee meeting and at the November 13, 2019 City Council workshop.

ATTACHMENTS

1. [Oak Harbor Youth Sailing Proposal](#)
2. [Image of proposed building and location](#)
3. [Right of Entry Agreement](#)

**OAK HARBOR YOUTH SAILING
PROPOSAL FOR CLASSROOM SPACE
AND OFF SEASON BOAT STORAGE**

Oak Harbor Youth Sailing has long benefitted by support from the City of Oak Harbor and particularly from this administration's commitment to our City's youth and we are most grateful for this support. In light of this, the Board of Directors of Oak Harbor Youth Sailing would like to enlist the help of the City administration in solving a problem with which we are currently dealing.

The issue:

Oak Harbor Youth Sailing started in 2004 as a community sailing school for youth. Since 2006 we have been organized as a 501 c3 charitable non-profit. We have grown markedly in the last few years. Currently we serve about 60-70 young people aged 9 through 16 in our youth sailing camps in the summer and during fall and spring months we sponsor the Wildcat Sailing team, an Oak Harbor High sailing team, and provide all of their boats and coaches.

In addition to our many sailing dingys, which are stored on marina property, we have a fleet of three powerboats, which are used as coach/safety boats. As our fleet has grown, we have reached a crisis as far as boat storage is concerned. Our powerboats remain in the water during our sailing season, March through October, but we are desperately in need of secure storage space for storage in the late fall and winter months.

We currently rent three storage sheds from the marina at an annual cost of about \$4400 and even this does not provide us with sufficient storage space.

The potential solution:

Our Youth Sailing BOD has suggested erecting a temporary enclosed metal storage building, 18'x40' through West Coast Metal Buildings and placing it on marina property, perhaps at the end of one of the existing storage buildings. Although this idea seemed to initially have the support of the Harbormaster, Chris Sublet, by the time it was reviewed by the city attorney, concerns about liability

were raised and it was felt that we might be starting something that other groups might want to get involved with.

The proposal:

The Board of Oak Harbor Youth Sailing has authorized me to explore with the City the following:

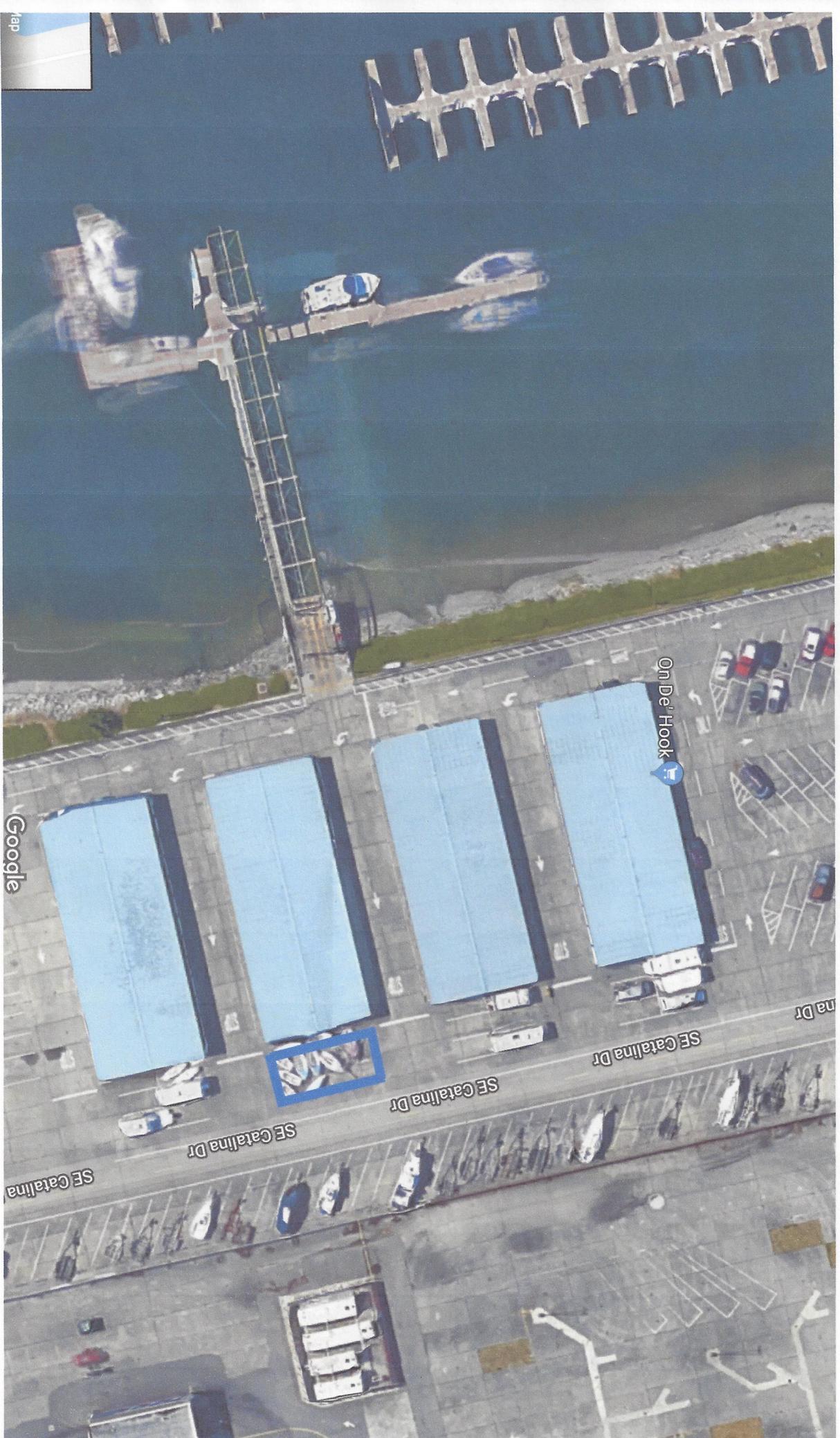
Oak Harbor Youth Sailing would purchase a 18'x40' metal storage building from West Coast Metal Buildings and have them install it on marina property at our cost. This is a temporary structure, but it is installed with engineered anchors into the existing concrete. It is an engineered structure, no site excavation is required, and it can be removed, if needed in a few hours time.

Upon completion of construction, Oak Harbor would donate the building to the City, in exchange for an agreement that we would have exclusive use of the structure for boat storage and classroom space for an agreed upon length of time. In this way the building would become an insurable asset of the City

Our hope is that this would obviate some of the concerns that the city attorney expressed, and yet allow us to continue our mission of providing low cost sailing and water safety instruction to the youth of our community, and help this administration in its commitment to support the youth of Oak Harbor.

Byron Skubi
Chairman, Oak Harbor Youth Sailing BOD





RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, between the City of Oak Harbor (hereafter referred to as "Grantor") and the Oak Harbor Youth Sailing organization (hereafter referred to as "Grantee") for the purpose of permitting Grantee and its agents, employees, and contractors to enter upon Grantor's property to erect a portable storage structure (Exhibit "A") to be used by Grantee on the property of Grantor, commonly known as 1401 SE Catalina Drive, Oak Harbor WA 98277, and also known as geographic ID number R13201-160-0920 (hereafter referred to as "Property").

1. **Insurance/Indemnification.** The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Grantor.

The Grantee and any subcontractors shall procure and maintain Commercial General Liability insurance, as outlined below, without interruption from commencement of the work through the term of the contract and for 30 days after the Physical Completion date, unless otherwise indicated herein.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. Grantor shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed on Grantor's property using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

2. **Costs.** All costs and expenses associated with the placement of the storage structure shall be borne by the Grantee.
3. **Permits.** Grantee is solely responsible for obtaining any necessary permits associated with the placement of the storage structure.
4. **No Right, Title, or Interest.** Nothing contained in this Right of Entry Agreement shall be deemed or construed to mean that Grantor has given Grantee any right, power, or

permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of a license or easement in the Property.

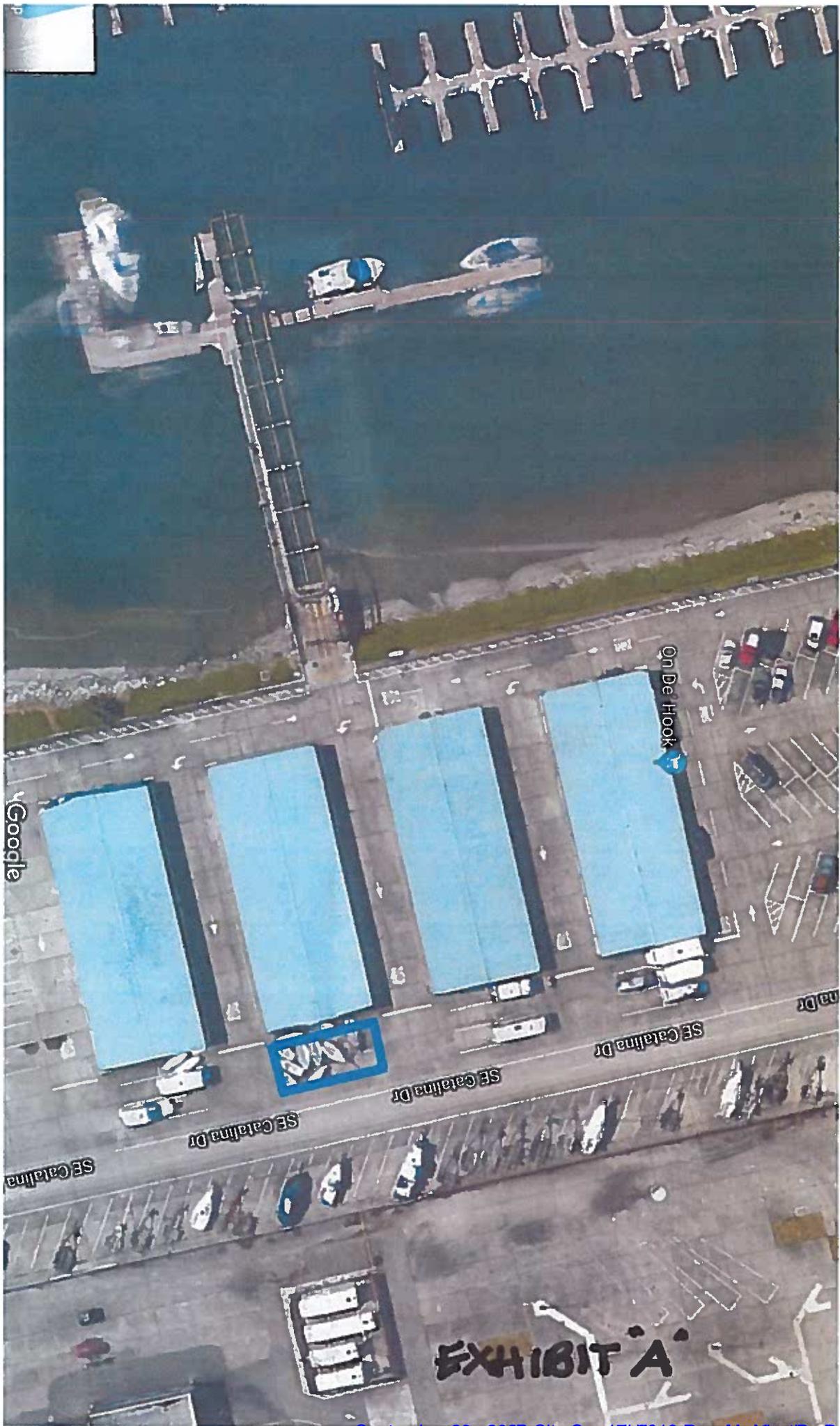
5. Term of Agreement. The term of this agreement commences on the date that it is fully executed by both parties and shall remain in full force and effect until such time as the storage structure is complete and occupiable.

CITY OF OAK HARBOR

OAK HARBOR YOUTH SAILING

Print: _____
Grantor

Print: _____
Grantee





City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: a. Resolution 20-24: Island
County Multi-Jurisdiction
Hazard Mitigation Plan

FROM: Ray Merrill, Fire Chief Fire Department

SUMMARY STATEMENT

The City of Oak Harbor in partnership with Island County participates in the Island County Multi-Jurisdiction Hazard Mitigation Plan. This plan is a requirement of the Disaster Mitigation Act of 2000 and is required in order to qualify for disaster funding from FEMA. This plan was previously adopted in 2015 and is required to be updated and adopted every five (5) years. Each jurisdiction that participates must, by Resolution, adopt this plan.

ATTACHMENTS

1. [Resolution 20-24 Island County Multi-Jurisdiction Hazard Mitigation Plan](#)

RESOLUTION NO. 20-24

A RESOLUTION AUTHORIZING THE ADOPTION OF THE ISLAND COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, all of Island County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that “local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding.” The purpose of such local mitigation plan is to represent the Multi-Jurisdiction’s commitment to reduce risks from natural and man-made hazards; and

WHEREAS, pursuant to 44 CFR 201.6, a coalition of Island County stakeholders with like planning objectives was formed to pool resources and create consistent mitigation strategies to be implemented within each partner’s identified capabilities within the Island County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, pursuant to 44 CFR 201.6, the Island County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

NOW, THEREFORE, it is hereby resolved by the City Council of Oak Harbor Washington that:

The Island County Multi-Jurisdiction Hazard Mitigation Plan is hereby adopted in its entirety, including the City of Oak Harbor’s Jurisdictional Annex, which represents each planning partner’s commitment to reduce risks from natural and man-made hazards.

Passed by the City Council this 6th day of October, 2020

CITY OF OAK HARBOR

Robert Severns, Mayor

ATTEST:

Julie Lindsey
City Clerk

APPROVED AS TO FORM:

Anna Thompson
City Attorney

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: b. Self Contained Breathing
Apparatus - (SCBA)

FROM: Ray Merrill, Fire Chief

SUMMARY STATEMENT

In 2005 the Oak Harbor Fire Department purchased Self Contained Breathing Apparatus. This purchase was completed with the assistance of an Assistance to Firefighters Grant. The SCBA's were certified according to National Fire Protection Association Standard 1981 2003 Edition. The life span of these packs and bottles is 15 years. According to the latest edition of NFPA Standard 1981 our packs are not permitted to be upgraded to the 2018 Edition of the Standard. The department has been allocating funds every year in order to purchase new packs. The department currently has the funds to replace all SCBA's and related equipment. A FEMA Assistance to Firefighters Grant has been applied for, however we have not received notification of approval. The packs are required to be replaced in 2020. The FD will begin the bidding process October 1, 2020

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: a. Clean Water Facility Purchases

FROM: Public Works

SUMMARY STATEMENT

Staff will present an update regarding purchases for the Clean Water Facility

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020

Subject: b. Vehicle Replacements

FROM: Cathy Rosen, Public Works Director

SUMMARY STATEMENT

Staff will be presenting information on the Equipment Rental fund and upcoming vehicle/equipment replacements.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: c. Navy P-FAS/P-FOS Water
System Presentation

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

SUMMARY STATEMENT

The Department of the Navy has been conducting an off-base drinking water investigation that occurred in Oak Harbor, south of the Navy's Former Area 6 Landfill. During this investigation, they identified six private wells southwest of the Former Landfill that have PFAS (specifically PFOS and PFOA) above the EPA's lifetime health advisory.

The Navy has evaluated the long-term solutions in a document referred to as an Engineering Evaluation/Cost Analysis. Jacobs Engineering consulted with City of Oak Harbor staff for this evaluation because connecting all the homes to the City of Oak Harbor water is a potential solution. Through this evaluation, they determined that connecting the homes to the City of Oak Harbor water lines would be the best solution. This document was reviewed by our state, local, and federal stakeholders, then provided to the public for comment.

ATTACHMENTS

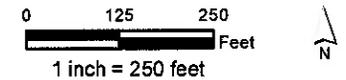
1. [Location of water system connections](#)



Legend

- Residence A, B, C, D, E
- Assumed Existing Connection
- Existing Water Line
- Proposed Water Service Line
- Proposed Water Service Line - 2"
- Proposed Water Service Line - 8"
- Easy Street
- Evergreen Mobile Home Park
- New Double Check Valve Assembly
- New Fire Hydrant
- New Isolation Valve
- Pressure Reducing Valve (PRV)
- Reduced Pressure Backflow Assembly (RPBA)
- New Water Meter
- Existing Water Shutoff Valve

Figure 4-7
 Proposed Connections
 City of Oak Harbor Water System
 Oak Harbor, Washington



Imagery Source:
 Esri World Imagery 2014 **ch2m:**

DRAFT

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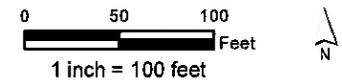
214 LF 2" ID HDPE

20 LF 8" ID

Legend

- Assumed Existing Connection
- Existing Water Line
- Proposed Water Service Line
- Proposed Water Service Line - 2"
- Proposed Water Service Line - 8"
- Easy Street
- Evergreen Mobile Home Park
- New Fire Hydrant
- New Isolation Valve
- Pressure Reducing Valve (PRV)
- Reduced Pressure Backflow Assembly (RPBA)
- New Water Meter
- Existing Water Shutoff Valve

Figure 4-9
Proposed Connections
City of Oak Harbor Water System
Oak Harbor, Washington

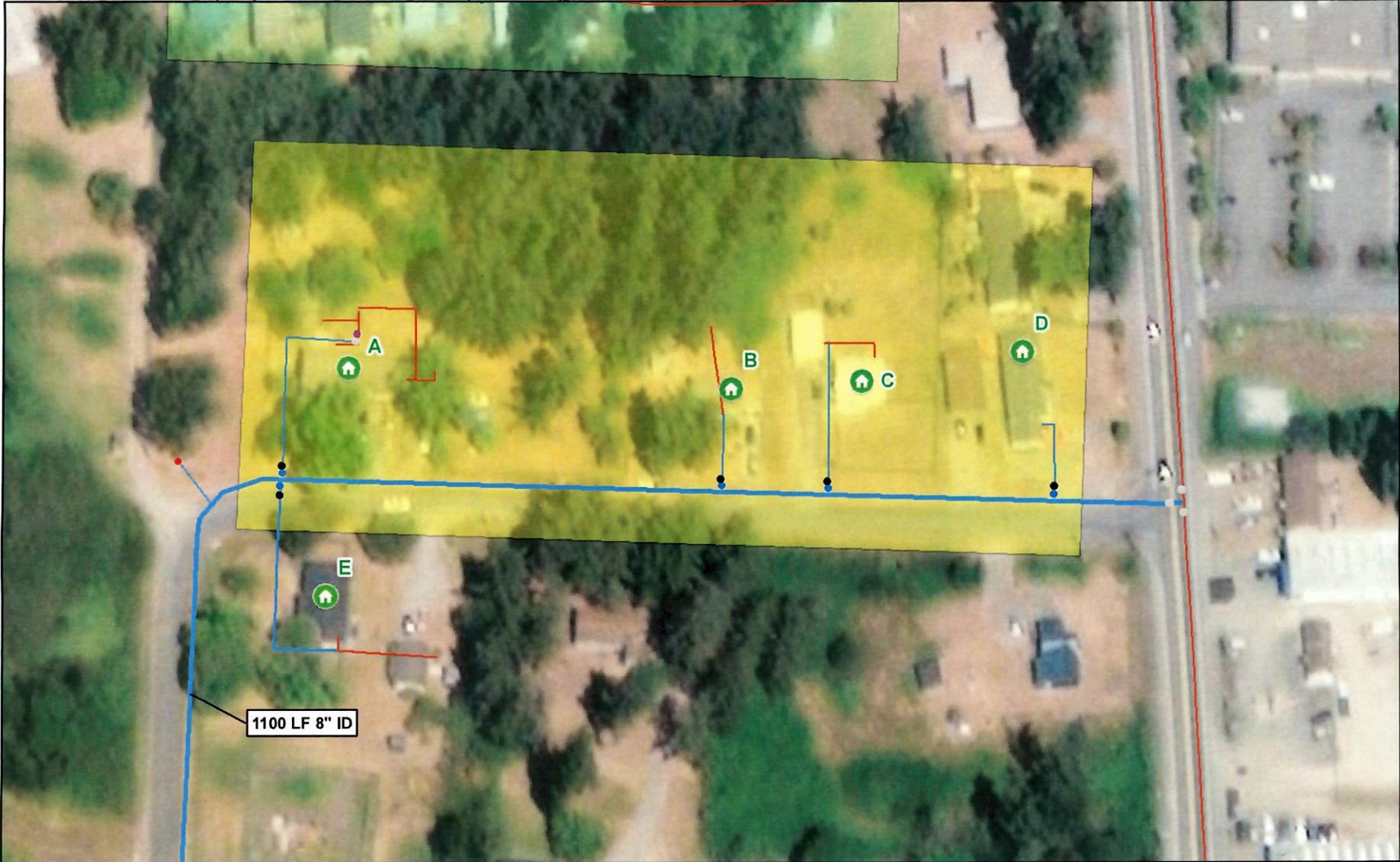


Imagery Source:
Esri World Imagery 2014 **ch2m:**

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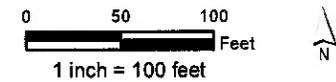


Legend

- 🏠 Residence A, B, C, D, E
- Existing Water Line
- Proposed Water Service Line
- Proposed Water Service Line - 2"
- Proposed Water Service Line - 8"
- Easy Street
- Evergreen Mobile Home Park
- New Double Check Valve Assembly
- New Fire Hydrant
- New Isolation Valve
- Reduced Pressure Backflow Assembly (RPBA)
- New Water Meter
- Existing Water Shutoff Valve

DRAFT

Figure 4-8
Proposed Connections
City of Oak Harbor Water System
Oak Harbor, Washington



Imagery Source:
Esri World Imagery 2014 **ch2m:**

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City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: a. 2021 TBD Street Overlay and
Arterials Projects Update

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

SUMMARY STATEMENT

Staff will present an update on the 2021 TBD Street Overlay and Arterials Projects

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: **b. 24-inch Watermain Relocation
at Campbell Lake per WSDOT
Plans**

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

SUMMARY STATEMENT

This past August, City Engineering Staff was notified in an off-hand comment by WSDOT that they have plans to construct a new roundabout at the interstation of Campbell Lake Road and SR 20. This would necessitate relocating the 24-inch watermain. However, WSDOT has not even developed a preliminary set of plans which would give us an idea of relocation. The estimated cost of the project, including retaining a design consultant is approximately \$2.3 million.

This project is similar to the Banta Road /SR 20 Watermain Relocation project to facilitate WSDOT's construction of a roundabout at the location. That was project was completed in 2019

ATTACHMENTS

1. [Campbell Lake Exhibit](#)

Campbell Lake Rd / SR 20

Proposed location of new WSDOT roundabout

Legend



Google Earth

© 2020 Google



300 ft

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: a. Ordinance No. 1899: Utility
Rate Increase (continued
from May 5 and June 2,
2020)

FROM:

Shawn Koorn, HDR, Utility Rate Study Consultant
Mike Bailey, CPA, Interim Finance Director

SUMMARY STATEMENT

City Council has reviewed the proposed utility rates at the February 18, May 5, and June 2, 2020 Meetings. Consultant Shawn Koorn with HDR has provided multiple options and adjusted each based on Council's feedback. This presentation is the final utility rate recommendation prior to recommended Council adoption at the October 20, 2020 City Council Meeting via Ordinance No. 1899.

It is important that Council adopt the new utility rates at the October 20 Meeting, so that there is ample public notice before the new rates are effective. The utility rates also drive the related portions of the revenue projected for the 2021-2022 Budget, and therefore it is helpful that the rates be adopted prior to adoption of the Budget.

ATTACHMENTS

1. [HDR Final Rate Study September 23, 2020](#)



City of Oak Harbor

Water, Wastewater, Solid Waste, and Storm Drain Proposed Rate Study Results

September 23, 2020



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Overview of the Presentation



Purpose of the Rate Study Update

- Provide long-term, sustainable rate revenues for all four utilities
 - Fund each on a stand alone basis (enterprise funds)
- Rate revenues are adequate to fund expenses
 - Annual O&M costs
 - Annual renewal and replacement of infrastructure (capital)
- Develop the analyses to reflect the City's financial policies and metrics
- Evaluate rate impacts of changing costs and characteristics
 - Solid waste tipping fees and recycling rates
- Develop the study using generally accepted methodologies (AWWA M1, WEF MOP #27) tailored to the City's system and customer characteristics

Key Assumptions and Study Considerations

▪ All Utilities

- ✓ Projections are based on 2019 and 2020 budgets
- ✓ Capital funding plan based on the current (revised) capital improvement plan
- ✓ Options exclude the interpretive center
- ✓ Available reserves are used in 2021 – 2024 to minimize rate adjustments

▪ Water

- ✓ Addition of Campbell Lake transmission pipe relocate (\$2.3 Mil in 2022)

▪ Wastewater

- ✓ Impact of full debt service (≈\$7.0 M) in 2020
- ✓ Maintenance of minimum debt service coverage requirements

▪ Solid Waste

- ✓ Recycling disposal increases of 200%, and Garbage disposal increases of 26%

▪ Storm Drain

- ✓ Comprehensive plan currently being updated (may identify capital needs)
- ✓ Future permit cycle may impact O&M and capital projections

Essential Financial Metrics

▪ Debt Service Coverage Ratio

- ✓ Measures ability of the utility to pay debt service from rate revenues after operating expenses are paid
- ✓ Need to maintain 1.0xx all in debt coverage at a minimum to issue any additional long-term debt and 1.25xx minimum for municipal revenue bonds
- ✓ Reserve transfers (General Fund or others) do not apply

▪ Reserve Fund Balances

- ✓ In place to meet various needs of the utility (emergency, cash flow, debt, etc.)
 - 20% target for Stormwater and Solid Waste utilities
 - 25% target is reasonable for the water utility, revenue stability (e.g., consumption based revenues) may require a higher target minimum
 - 25% target for wastewater is low given the level of annual debt service (\approx \$7 M); a higher target such as 180 days may be more appropriate



Overview of the Study Recommendations

- City Council has reviewed several alternatives
 - ✓ Proposed adjustments and rates are based on past Council “input and direction” received
- No changes to the assumptions or projections except:
 - ✓ Additional wastewater alternative has been added with the use of General Fund reserves (\$400,000) in 2021
 - ✓ Changes to water analysis based on recently identified additional capital needs
- Current rate structures are maintained
- Proposed rates reflect overall adjustments to current rates
- Requesting Council direction to move rates forward and to inform the budget assumptions for the budget adoption process

Summary of the Analyses



Summary of the Water Rate Study

- Projected revenue/rate adjustments are minimal
 - Due to shifting and elimination of capital improvement needs
 - Use of available reserves to minimize rate adjustments (~\$875K 2021 – 2024)
 - Rates were impacted slightly by the Campbell Lake project
 - ✓ Need to maintain target reserve levels
- No proposed adjustment for 2021 or 2022
 - 3% annually thereafter
- Reserve target minimums are met
 - Need to maintain levels through 2024 for capital needs in out years
- Debt service coverage ratio is strong



Summary of the Storm Drain Rate Study Options

- Projected revenue/rate adjustments are minimal
 - Due to shifting of capital improvement needs
 - Use of available reserves to minimize rate impacts (~\$280K 2022 – 2024)
- 0% in 2021 and 2.5% annually over the time period
- Reserve target minimums are met
 - Reducing minimum target reserve levels
 - Need to maintain levels through 2024 for capital needs in out years
- Possible additional capital needs maybe identified in current planning and permitting process



Solid Waste Rate Study Alternatives (Options)

- Revenue adjustments are necessary
 - Current rates/revenues are not covering increase in Island County disposal costs
 - Available reserves are being used to minimize rate adjustments (~\$570K 2021 – 2022)
- 9.5% annually in 2021 - 2023, and 4.0% in 2024
- Reserve ending balances are below target minimums in several years during the time period
 - Reserves are being utilized to fund increase in disposal costs
 - Rate adjustments are necessary to meet minimum target reserve levels future years

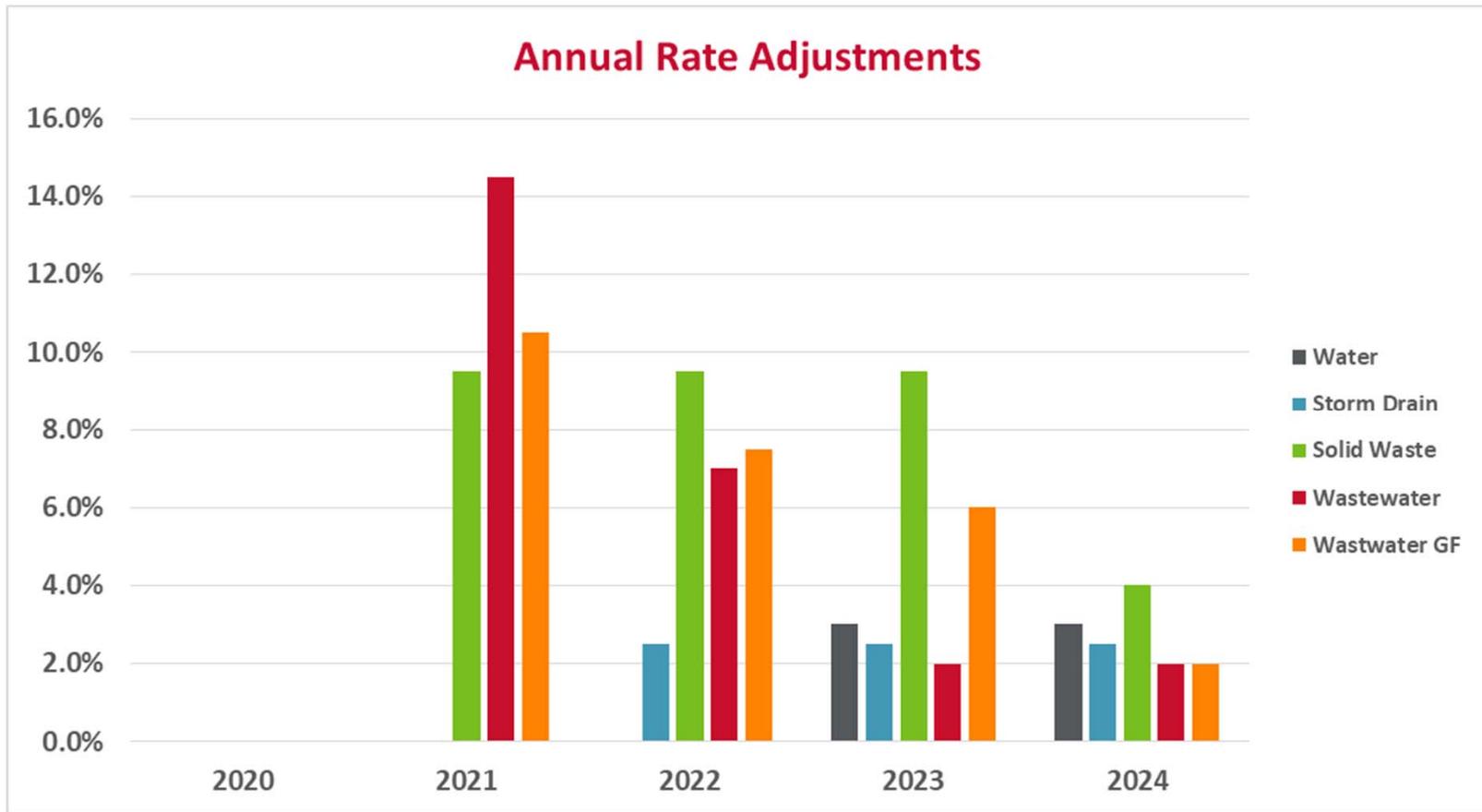


Summary of the Wastewater Rate Study Options

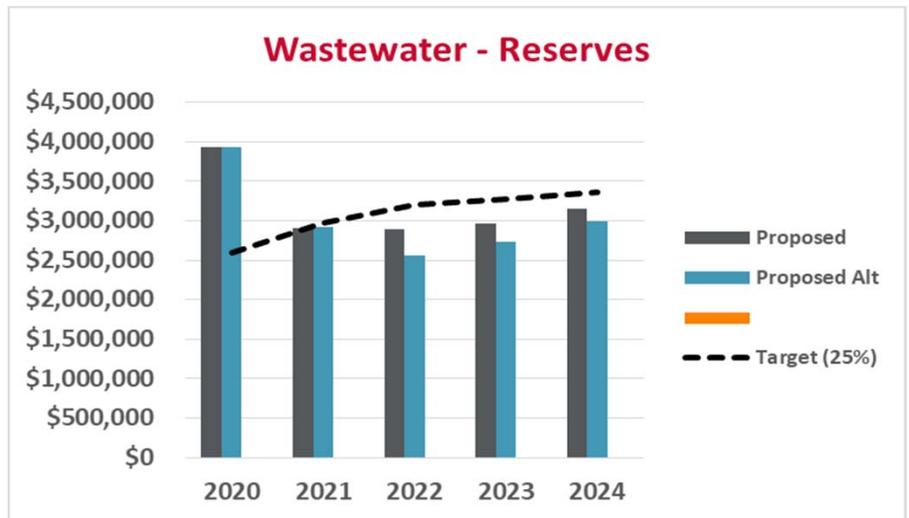
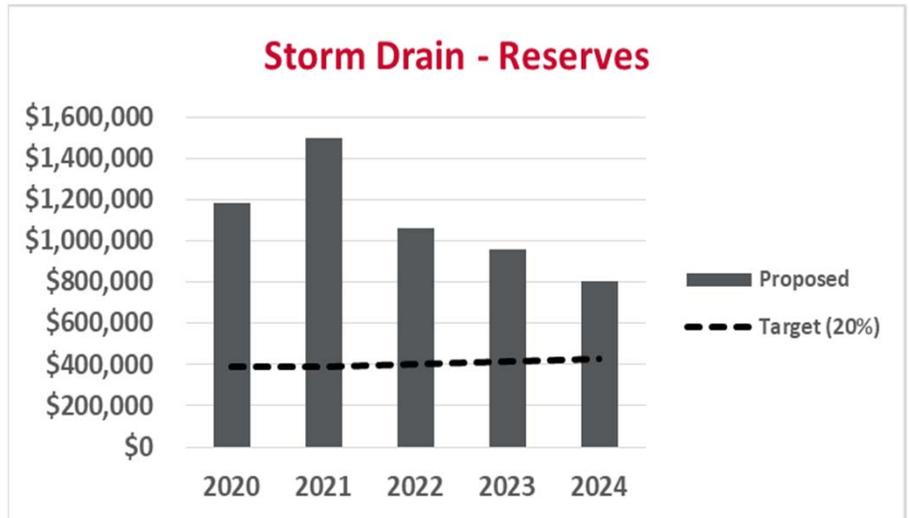
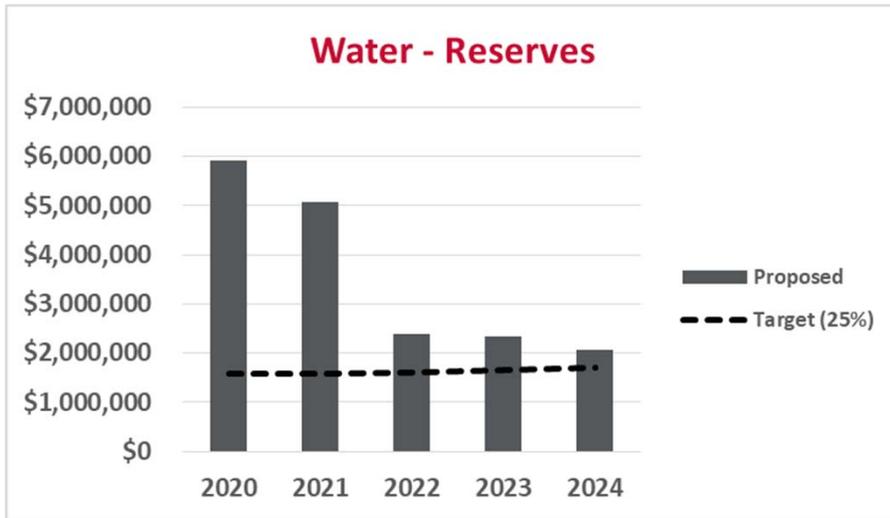
- Revenue adjustments are necessary
 - 14.5% 2021, 7% 2022, 2% thereafter
 - Alt – 10.5% 2021, 7.5% 2022, 6% 2023, 2% thereafter
- Need to maintain minimum debt service coverage ratio of 1.0 X
 - General fund, or other reserve transfers, do not generally impact coverage ratio
- Reserve target minimums are NOT met over the time period
 - Reserves are being utilized in initial years to fund O&M and capital needs (~\$1.1M/\$1.4M 2021 – 2022)
 - Need to maintain sufficient reserves given level of annual debt service
- Transfer of general fund reserves has minimal impact on long-term rate levels



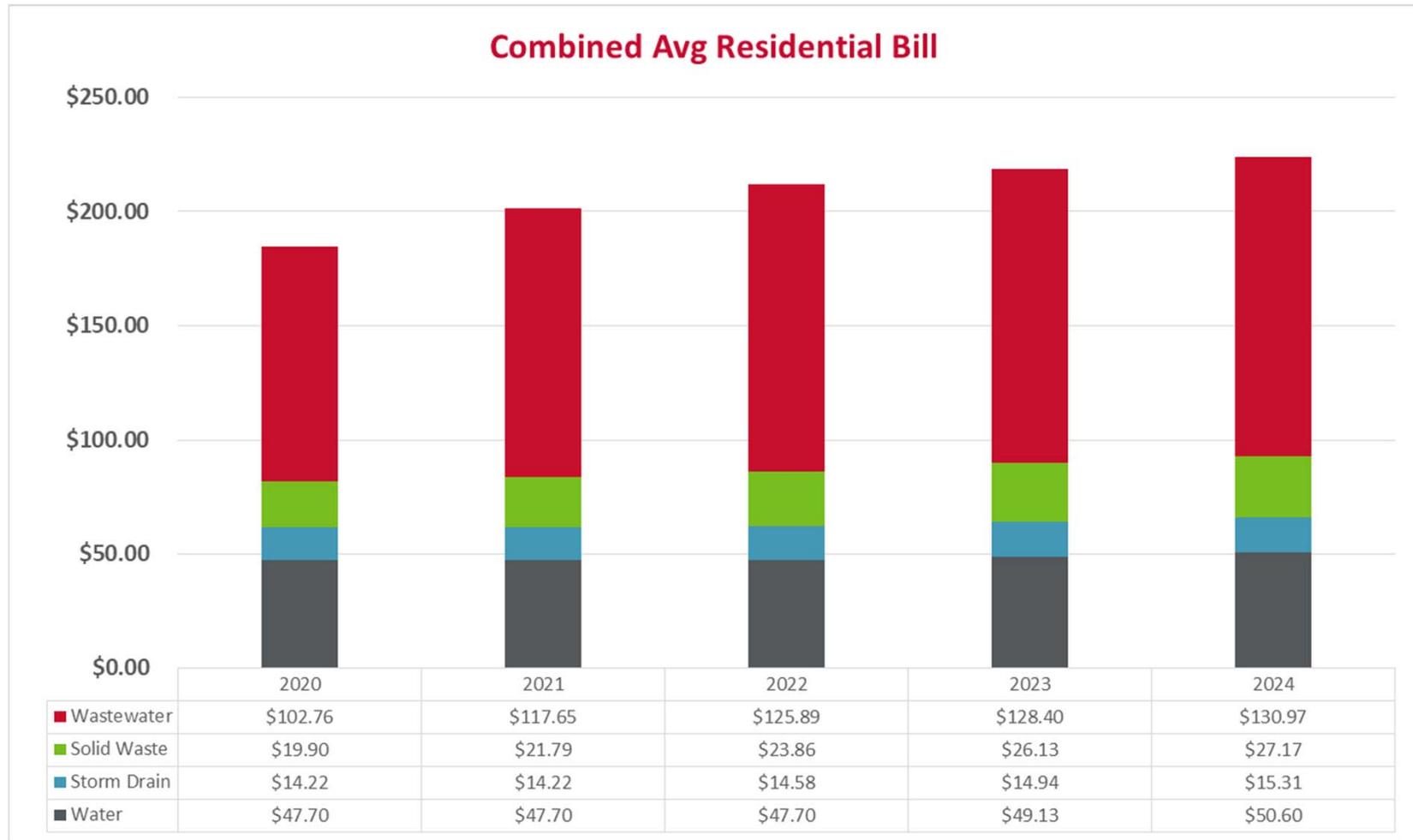
Annual Rate Adjustments



Ending Reserve Fund Balances

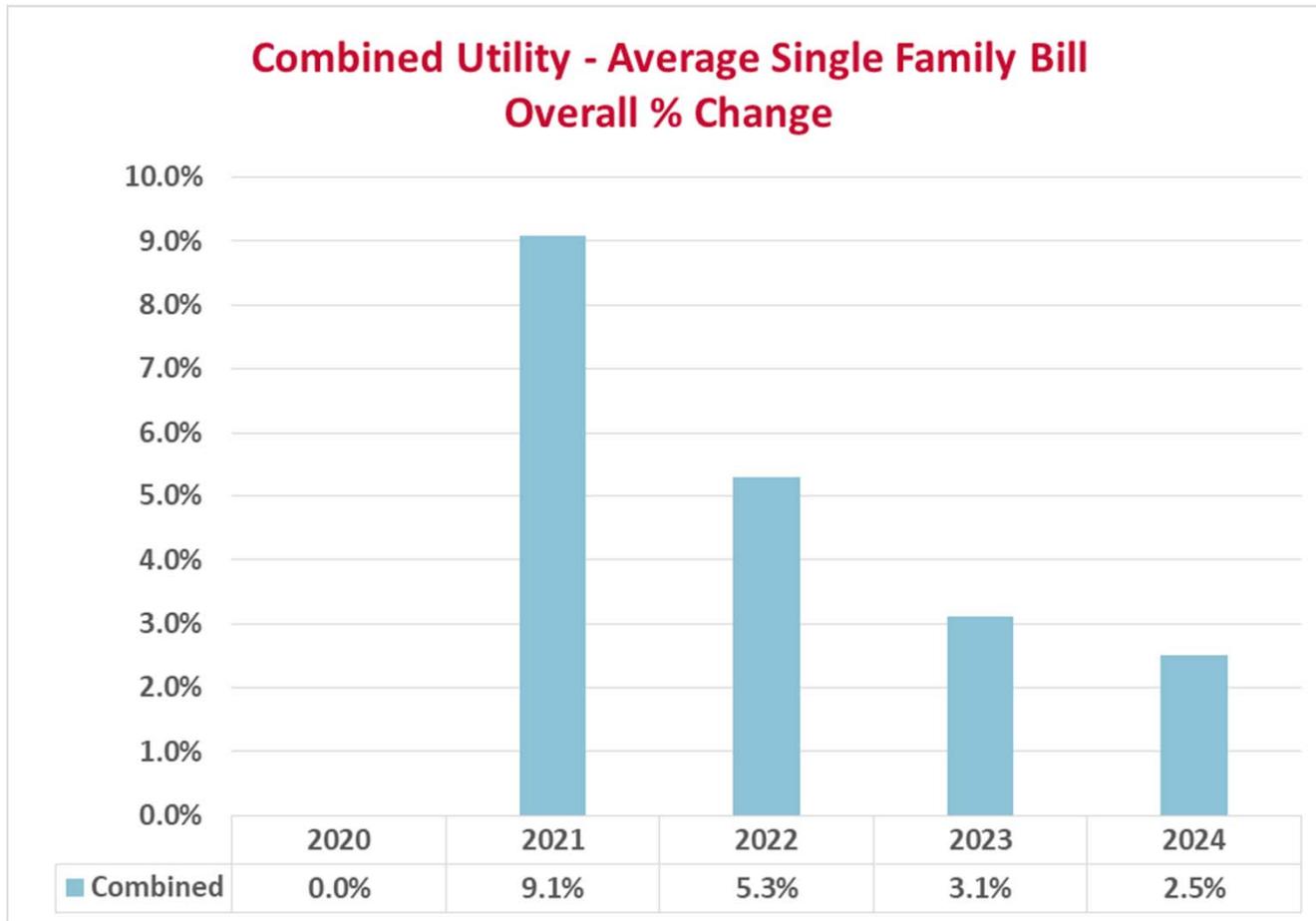


Combined Single Family Monthly Bill Impacts - \$



Alternative Wastewater Alternative reduces 2021 and 2022 and increase 2023 and 2024 compared to chart

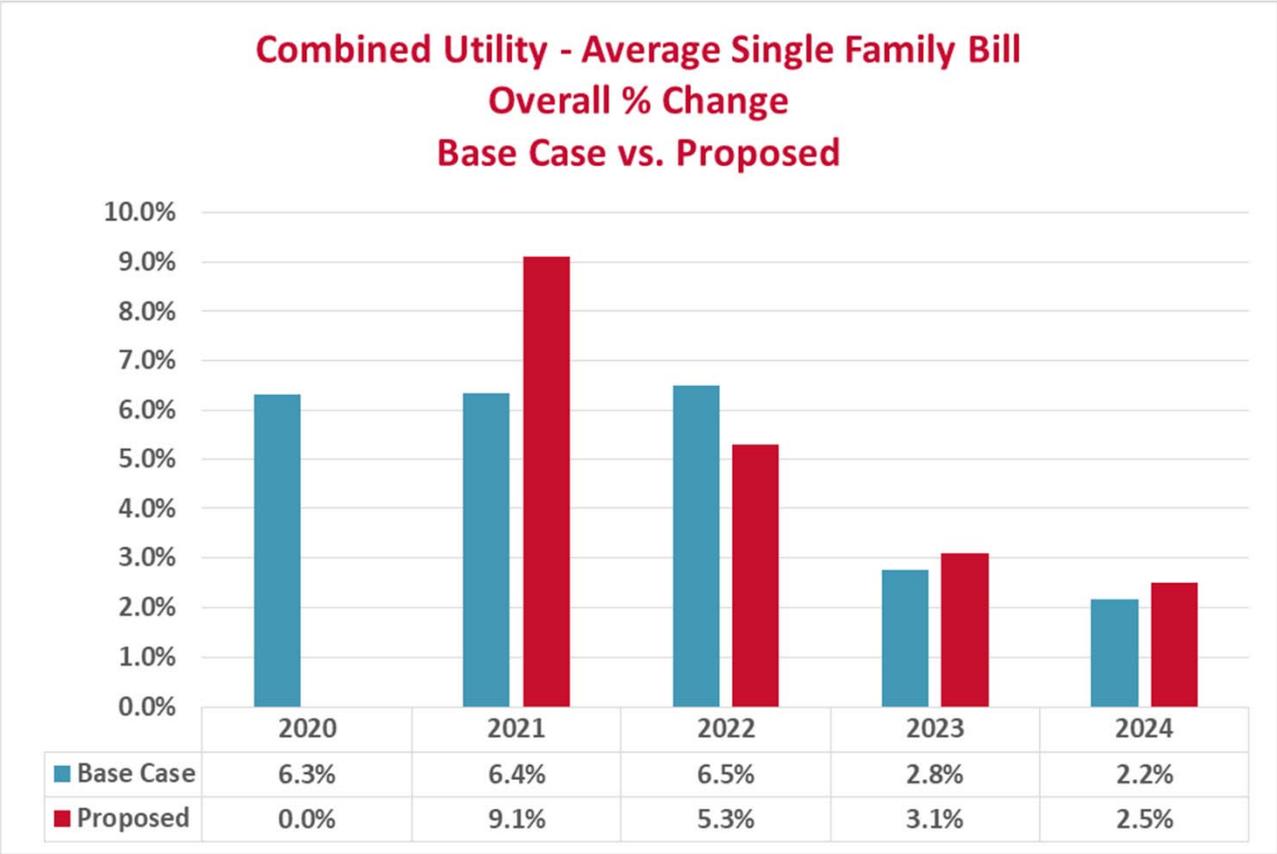
Combined Single Family Monthly Bill Impacts - %



Alternative Wastewater Alternative reduces 2021 and 2022 and increase 2023 and 2024 compared to chart

Rate Adjustment Comparison

- Council requested alternative approaches to consider to minimize customer bill impacts
- Staff reviewed overall operating and capital needs
 - Shifted capital improvements to reflect current plans and needs
- Deferred 2020 rate adjustments and “smoothed” 2021 – 2024 adjustment
- Proposed rates reflect Council input and direction and staff adjustments to overall utility needs



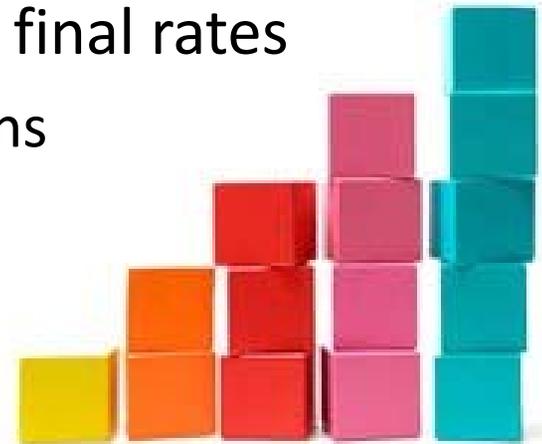
Summary and Recommendations

- Rate adjustments are necessary in 2020 - 2024
 - Need to meet financial requirements; debt service coverage ratios, and reserve target minimums
 - Transfer of reserves (wastewater) is a one-time revenue and does not change overall revenue/rate needs or debt coverage requirements
- Water rate adjustments can be deferred until 2023
- Storm drain adjustments can be deferred until 2022
 - Assuming no changes in capital or permit requirements
- Solid waste rate adjustments are necessary
 - Need to fund increase in Island County disposal costs
 - Need to maintain target minimum reserves
- Wastewater rate adjustments are necessary
 - Maintain debt service coverage
 - Adequate reserves given level of annual debt service payments



Next Steps

- Discuss results of the rate study recommendations
- Adopt rates for the two year budget cycle (2021 and 2022)
- Need for Council input on proposed rate adjustments
 - Return on October 20, 2020 to approve final rates
 - Reflect in 2021 budget revenue projections
- Implement final, approved rate adjustments in January 2021



Thank you for your input!



City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: a. CARES North Whidbey Island
Small Business Relief program
update

FROM: Sabrina Combs, Public Information Officer

SUMMARY STATEMENT

The City of Oak Harbor and Island County partnered to create the North Whidbey Island Small Business Relief grant program. The City received \$689,100 from CARES Act Funds for Local Governments in Washington State via an interagency agreement with the Department of Commerce, half of which it dedicated to the grant program. Island County received \$4,665,100 from the Department of Commerce, \$366,666 of which Commissioner Jill Johnson dedicated to the grant program. The County allocated \$33,333 of their commitment for the City's administration of the grant program. With \$344,550 from the City and \$333,333 from the County dedicated to the grants to businesses, the total award amount available is \$677,883.

CARES North Whidbey Island Small Business Relief program, approximate figures as of 09/17/20:

**Please note that these numbers are changing daily based on the reimbursements submitted by businesses and expenses the City is incurring related to the administration of the CARES Grant program.*

- \$84,422.40 reimbursed to businesses for the CARES Small Business Relief Grant program (some of these grant dollars are partially funded and the businesses may submit additional reimbursement requests).
- \$1,504.70 CARES Small Business Relief Grant Program Administration supplies.
- \$12,494.15 CARES Small Business Relief Grant Program Administration salaries.
- \$259,728 pending for businesses who submitted a reimbursement request and the forms are being reviewed by the CARES Grant Program Assistant.
- \$191,175 in CARES Small Business Relief Grant Program is pending for businesses that completed the Professional Service Agreement process but have not submitted a reimbursement request form. All reimbursement request forms are due by September 30, 2020.
- \$76,170 pending in CARES Small Business Relief Grant Program for businesses who did not complete the application process by submitting a Professional Service Agreement. City staff sent reminder notifications to these businesses this week.

Staff is working on costs for the following additional elements:

- Personal Protective Equipment Program (PPE) launched on September 16, 2020. The objective of this program is to provide the most commonly requested item to businesses by allowing them to request items needed for the safety of their staff and customers in the form of

gloves, masks, gowns, sanitation products, etc. The current request form is due by September 21, 2020. Staff plans to release the request one more time in the future before the grant period ends.

- Potential program for heaters/canopies. A recent program from the City of Anacortes led the Greater Oak Harbor Chamber of Commerce Board to request the City look into purchasing heaters/canopies using CARES Funds to allow businesses to continue to serve customers outside as the weather gets colder in coming weeks. City staff is investigating this option within existing Development Services and Fire Department requirements.

The grant period is ending soon, and City staff is working hard to confirm expenditures and projects to meet spending requirements. Due to the auditing requirements, City staff is continuing to make sure that auditing requirements are met when it processes requests using CARES Funding.

Please note that this update is limited to the CARES North Whidbey Island Small Business Relief program. Staff will provide an update at the October 6, 2020, City Council Meeting regarding the City's use of CARES funds for the City's response to COVID-19.

ATTACHMENTS

City of Oak Harbor
City Council
Workshop Agenda Bill

Date: September 23, 2020
Subject: b. City Administrator's Report

FROM: Blaine Oborn, City Administrator

SUMMARY STATEMENT

City of Oak Harbor Mission Statement:

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

The following is the City Administrator's Report to City Council presented at the September 23, 2020 workshop:

ADMINISTRATION

- Arts Commission:
 - The Arts Commission met via RingCentral on September 10.
 - The placement of the “Tao” Art Piece is a separate item at this workshop.
 - Continue to work with the Commission on the placement of all four pieces of the Joseph Kinnebrew sculpture collection, to be brought forward to the Park Board at a future meeting.
- Legislative Outreach:
 - City Administrator participated in September Council of Governments (COG) meeting. COG is preparing to distribute their 2021 Legislative Priorities.
- Chamber of Commerce:
 - Supporting “Open Air Thursdays” downtown dining.
 - Public Information Officer continues to work with Chamber on supporting local businesses and using CARES funds for these efforts.
- Economic Development:
 - An update on the CARES North Whidbey Island Small Business Relief Program is a separate item at this workshop.
 - Continue to be near completion of the Island County Broadband Backbone Feasibility Study.
 - The Wet Fiber Agreement with Anacortes is an action item at this workshop.
 - Staff is continuing to evaluate leak detection opportunities as part of Wet Fiber, and installation of Wet Fiber to the Ault Field Road reservoir.
 - The City Administrator attended the Economic Development Council for Island County (EDCIC) Board Meeting on September 3. Attached is the EDCIC quarterly report.
- Whidbey Island Marathon 2020/2021:
 - Race Director Jared Loranger organized mailing packets to the virtual race registrants,

and Sandra Place coordinated a team of volunteers which made quick work of the project on September 9 at Public Works.

- 675 packets have been mailed with the swag, including the distance medal, accompanying shirt, cup, and running buff (see attached).
- Registration and promotion is open through October for the 2020 virtual race, and as new participants register, the Race Director sends out their swag bag.

COMMUNICATIONS

- COVID-19
 - Continuing to provide updates and share posts on social media platforms
- CARES Grant Funding
 - Three batches of checks have been issued
 - The City is submitting the third reimbursement request to Island County the week of September 21
 - Launched the Personal Protective Equipment (PPE) program the week of September 14
 - Working with Chamber for invoicing the costs for the Open Air Dining
 - City staff is working on determining if there are next steps for programs using funds to assist businesses including but not limited to Open Air, and investigating outdoor heaters and other program requests identified at the Chamber of Commerce meeting
- Revamping City website
 - Increasing search engine optimization and usability
 - Updating information about City projects for improving data capture for programs
 - Removing outdated forms/documents moved over as part of the website launch
- Electronic Newsletters (see attached reports)
 - Latest editions are available online:
 - [Mayor's Snapshot](#)
 - [Leadership Matters](#)
- Information Technology
 - Working on update for City Council, server upgrade, communication with staff to decrease simple fix help requests
- Social Media (see attached reports)
 - Working with Archive Social to improve tracking
 - Need to finalize social media policy
- Upcoming Communication Projects
 - Election
 - Bayshore Drive repaving project
 - Harbor Heights Land Use
 - Tyhuis Park Equipment update

DEVELOPMENT SERVICES

- Planner schedule adjustment will take place at the end of September including elimination of telework schedule and ensuring Planner coverage on all flex days.
- Cross-training program is planned this fall to include current planning and permit issuance. This will ensure customer service turn-around times during staff shortages.

- Staff is reviewing the Housing Needs Assessment and will provide comments back to the consultant.
- Working on communication and coordination process improvements between Planning Department and Engineering.
- Washington/Oregon State Planning Conference online October 14-16.
- Bluebeam software continues to deliver efficiencies to the building and review process by providing quicker response and better record storage.
- The regular Planning Commission Meeting scheduled for September 22 has been cancelled.

FINANCE DEPARTMENT

- Finance Department staff has been hard at work on the budget process, including meeting individually with each Department for both Capital Projects and Operating Budget. The revised Budget Calendar, which the City Administrator presented at the September 15 City Council Meeting, is attached for your reference.
- There are two finalist candidates for the Finance Director position who will be available for City Council and other staff to meet with on Friday, September 25, at City Hall. If you are interested in meeting the candidates, please contact Human Resources Director Emma House to schedule a time. The appointment of the finalist Finance Director is tentatively scheduled for the October 6, 2020 City Council Meeting, but this is subject to change.
- Interim Finance Director Mike Bailey's contract expires on September 30, 2020 and staff thanks him for his leadership and input.

FIRE DEPARTMENT (FD)

- The FD continues to be involved with Island County Department of Emergency Management (DEM) as the drop-off location for all incoming supplies from Washington State DEM, and the main distribution point for DEM, including all fire departments, hospital, care facilities, and medical facilities. The department has communications almost daily with Island County DEM, Whidbey Health, and the hospital's EMS department.
- Currently working with FEMA on grant recovery for the January and February 2020 storms.
- The FD is in the process of evaluating Self Contained Breathing Apparatus and will be going out to bid on October 1 (also as an item at this workshop).
- Beginning recruit academy for six (6) new paid on call firefighters. 100 hours of classroom and practical skills instruction.

HUMAN RESOURCES

- Retirement:
 - Don Baer, Fire Captain, 17 years of service, last day September 30
- New Hires – Paid-on-Call Firefighters, began employment September 14:
 - Dillon Bradley
 - Sebastian Ceaser
 - Christopher Hancock
 - Taylor Irby
 - Robert Luttrell

- Michael Roll
- Recruitment Status:
 - Fire Captain: Four internal candidates, Firefighter Cameron Hopkins selected
 - Finance Director: 2nd interviews completed, next will be meet & greets with finalists on September 25
 - Parks Operations Manager: 2nd interviews completed, next will be meet & greets with finalists
 - Police Officer: Ongoing recruitment
 - Streets Specialist: Accepting applications from recent employee resignation
- Training:
 - September 15 – 16 City-wide Team Building training completed via Zoom video conferencing
- Employee Service Recognitions (10+ yrs. > 5yr increments):
 - August:
 - Jonathan Valenzuela, Police Officer, 15 years of service
 - September:
 - Ray Merrill, Fire Chief, 30 years of service
 - Dwayne Jansen, Paid-on-Call Firefighter, 40 years of service
 - October:
 - Greg Woodward, Police Support Officer/Animal Control, 20 years of service
 - Lisa Bebee, Permit Coordinator, 25 years of service

MARINA

- The recreational crabbing season has now closed, however there may be a winter recreational season starting in October or November.
- Commercial crabbing will begin on October 1 and last until the quota is caught. Early estimates are that it will only take a few weeks to catch the quota.
- The Marina is now transitioning from guest moorage to winter moorage and anticipates that the winter moorage slips will fill up quickly.
- Marina staff is now identifying and preparing for repair and maintenance projects this winter, to prepare for next summer.
- Presentation to the Island County Board of Commissioners on September 22 on RCED Grant Application for Marina Boat Repair and Storage Facility Project.

POLICE DEPARTMENT (OHPD)

- OHPD is still working on finalizing information to submit a purchase request for body cameras.
- OHPD is still working on medium range plans for the jail; Chief Dresker has a plan for the short-term, and will update the Mayor and Council as information develops.
- OHPD has been doing an enforced emphasis on the downtown safety corridor over the past month, including offering assistance to those who want it and holding those who commit public safety violations accountable. OHPD has received positive input about these efforts from some of the downtown business who have been impacted by activity. This continues to be a work in progress.

- OHPD is not sure what to expect with school starting on September 14, especially since only the grade schools will be in session and in a “hybrid” status at that.
- Chief Dresker and staff are working with the City Administrator, Mayor, and Interim Finance Director on the department budget.
- Officers have also been working speed enforcement in a few targeted areas.

PUBLIC WORKS

- Clean Water Facility (CWF):
 - Navy connecting to CWF proposal:
 - Mayor, City staff, Shawn Koorn (HDR consultant), Michael Borrero (Carollo consultant), and Larry Munns (former NASWI CO consultant) have continued to meet internally to prepare for continued discussions with the Navy.
 - The City notified the Navy that the City Council has approved the extension of the rate quote from September 1 to December 31, 2020.
 - The City gave the Navy a deadline of October 1 to submit a substantial, detailed proposal so that the City can evaluate prior to the December 31 expiration date. The next meeting with the Navy is scheduled for this October 1 deadline.
- Engineering:
 - Windjammer Promenade Pedestrian Ramp: Project is complete.
 - Waterfront Pedestrian Improvements: Project is complete.
 - 2020 Transportation Benefit District (TBD)/2020 Street Overlay Project: All scheduled paving and chip seal work is complete. Bayshore/Dock Street grinding and overlay of new pavement began on September 17.
 - Pasek Vault Project: Preparing final Bid Documents to advertise the project for construction. Anticipated start of construction December 2020.
 - Windjammer Park Pedestrian Bridge Replacement Project: Consultant engineering analysis work completed on July 10, waiting on final report.
 - Finalizing Navy Extraction Well Easement agreement.
 - NW 7th Avenue Reconstruction Project: Advertising for Engineers. RFQ closing date is September 23.
- Streets:
 - 2020 TBD/2020 Street Overlay Project: Support work is ongoing.
 - 2020 Road Striping: Ongoing.
 - City Wide Brush encroachment/removal on going.
 - Preparing 2021 TBD/2020 Street Overlay Project.
- Water:
 - Retained Consultant services for Water System SCADA Master Plan.
 - Retained Consultant services for Water System Plan update.
 - Wet Fiber Project received Dept. of Health approval for installation of fiber. Awaiting WSDOT approval for surface work.
- Parks Division:
 - Park Board Chair, Mike Wright, resigned effective September 1.
 - The Park Board met on September 14 via RingCentral.
 - Staff is working with David Evans and Associates on the Harbor Heights Park project on geo-tech work.

- All park facilities and playgrounds, except the splash park (Shipwreck Shores) are now open. The Splash Park will remain closed this season due to COVID-19. The kitchens have been opened and are available for reservations.
- Staff is in discussion with Sunrise Rotary representatives on possible expansion of the Sunrise Rotary Dog Park.

SENIOR SERVICES

- The Center is excited to offer the annual 50+ Resource Fair on National Fall Prevention Day, September 22. This year it will be a Drive Through & Online event. Community members can drive by to pick up a “swag bag” with helpful resources for aging well in Oak Harbor, including some fun items, and say hello to staff on September 22 from 10:00 a.m. – 12:00 p.m. La Conner Retirement Center will be providing free lunch as usual. This year the meals will be to-go style by RSVP. Staff will also be offering two virtual programs related to fall prevention and isolation.
- Although members can’t travel down to the Wing Luke Museum together to learn about Asian Pacific American experiences, they can join a virtual tour! Join Carly, the Program Coordinator, on a guided virtual tour October 23 at 11:00 a.m. The cost is \$12 for members and \$15 for non-members. Please sign up by calling The Center at 360.279.4580.
- Volunteers continue to make regular “check-in” phone calls to all members that requested to have ongoing calls. While many are struggling with issues of social isolation, these calls go a long way to help keep people feeling connected and make sure those who are at high risk and vulnerable are having their needs met.
- The free book table continues to be out Tuesdays and Thursdays from 10:00 a.m. – 2:00 p.m., with a wonderful fresh produce table on Thursdays, donated by The Lords Garden. Staff has received many positive comments about the books and the produce. It is something many people look forward to, and depend on, every week.

ATTACHMENTS

1. [EDCIC Quarterly Update](#)
2. [Marathon Swag Bag](#)
3. [eNews Reports](#)
4. [Social Media Reports](#)
5. [Revised Budget Calendar](#)



QUARTERLY UPDATE REPORT

Second Quarter | April – June 2020

VISION - Building and sustaining a healthy local economy through community, business and workforce development.

MISSION - To enhance economic vitality and quality of life while respecting shared community values and maintaining a healthy environment.

| Noteworthy |
|---|
| Launched new EDCIC website |
| Launched Spark Connection Program |
| Administering WWSBEG Grant Program |
| Assisting County’s CARE Funds grant to small Businesses |

| Key Performance Indicators | Year to Date |
|----------------------------|--------------|
| Jobs Created | 1 |
| Business Starts | 1 |
| Capital Infusion | \$286,195 |

| Metrics | | 2020 Quarters | | | | |
|--|---|---------------|-------|---|---|------|
| | | 1 | 2 | 3 | 4 | YTD |
| Recruitment & Marketing Activities | Business & site selector contacts initiated | 0 | 0 | | | 0 |
| Business Retention & Expansion (BRE) Initiated | Outreach interactions initiated | 1 | 3488 | | | 3489 |
| | Follow-up interactions initiated | 0 | 0 | | | 0 |
| BRE & Startup Business Assistance | Businesses requesting assistance | 24 | 32 | | | 56 |
| | Business assistance follow-up interactions | 20 | 79 | | | 99 |
| Community Readiness & Capacity Building | Engagements to increase community capacity | 18 | 50 | | | 68 |
| | Community activities | 2 | 6 | | | 8 |
| EDCIC Board and Committee Mtgs | Volunteer Hours of Board Members | 81.5 | 127.5 | | | 209 |

Quarter Highlights

This last quarter was an unprecedented and challenging time for all. In an effort to limit the spread of the COVID-19 pandemic, stay-at-home orders were issued a few weeks prior to the start of the quarter. Our community, local businesses, organizations, and EDCIC found ourselves in a situation few could have anticipated. Working from home, the EDCIC staff jumped in to absorb, interpret, and share information and guidance from state and federal officials and to support local businesses and organizations. Especially early in the pandemic, updates and policy changes happened frequently. In order to better serve Island County during this challenging time, the EDCIC increased its outreach in order to: better connect Island County businesses and non-profit organizations to local, state, and federal resources; assist businesses and organizations with navigating various assistance programs; and provide direct support and expertise to businesses and organizations in their recovery efforts.

Simultaneously, EDCIC increased our collaboration with local and state organizations to better support Island County businesses and organizations. EDCIC staff participated in weekly calls with organizations such as the WA Department of Commerce, the WA Economic Development Association (WEDA), Association of Washington Business (AWB), and Associate Development Organizations (ADOs). We continue to meet with federal lawmakers (including District 2 Congressman Rick Larsen and District 1 Congresswoman Suzan DelBene) to keep abreast of federal assistance programs and to advocate for programs and policies that would best assist local businesses and our county's economy. Additionally, we regularly attend participatory webinars with the International Economic Development Council (IEDC) and other organizations as related to the economic development side of COVID-19 in an effort to stay on top of the changing landscape and ensure the EDCIC is providing the best information and guidance to our stakeholders.

EDCIC played the leading role in a COVID-19 grant program that provided much needed help to local businesses and organizations; the Working Washington Small Business Emergency Grant (WWSBEG) Program. EDCIC quickly pivoted staff time to: publicize the program to businesses and organizations throughout our county; provide assistance to answer questions and assist businesses and organizations with the grant applications; and fulfill administrative requirements of the granting agencies.

Finally, EDCIC is building its capacity to support economic recovery and growth in Island County. When the stay-home order was implemented in March, EDCIC quickly shifted to providing online and virtual assistance for businesses. EDCIC continues to build its capacity to provide online training and workshops by collaborating with other economic development organizations throughout our region. At the same time, EDCIC is in the process of securing a half-time Small Business Development Center (SBDC) advisor to provide critical one-on-one support to businesses in Island County.

COVID-19 Response and Recovery

- The EDCIC staff has continued to work remotely from their home since 3/18/20. All internal and external meetings are held virtually.
- Our efforts continue to be focused on COVID-19, from response to recovery. The EDCIC Board of Directors adapted the **EDCIC Statement of Priorities for COVID-19 Pandemic Economic Recovery** (see in appendix) a special pandemic response plan that identifies specific EDCIC roles and activities that will contribute the greatest value to the economic recovery of our County through 2020 and beyond. It is a living document and will be reviewed and revised as circumstances warrant.

- EDCIC stayed on top of state and federal programs and resources, such as the Emergency Injury Disaster Loan (EIDL) and the Payroll Protection Program (PPP). Information about these programs was communicated to businesses and organizations via our website and email newsletters. EDCIC also provided direct assistance to businesses when they had questions or needed guidance.
- As a member of the Island County Recovery Taskforce, EDCIC is collaborating with the other taskforce members which are mayors, chambers, main street associations, ports, Commissioner Helen Price Johnson, and County staff. The Taskforce holds weekly video conference meetings during which pertinent topics, plans and actions are discussed.
- The EDCIC participated in a state-wide effort through a contract with the Washington Economic Development Association (WEDA) to ensure nonprofit organizations in rural areas understood the SBA Paycheck Protection Program (PPP) and promoted free technical assistance that could better position the applications of these organizations.
 - We executed outreach to Island County nonprofit organizations to inform them that 501(c)(3) nonprofit organizations and 501(c)(19) tax-exempt veteran organizations are eligible for the PPP. We pointed them to free technical assistance available through 501 Commons that would help nonprofits in pursuing loans from their local financial institution, or present the opportunity for their PPP applications to be prioritized through the National Development Council (NDC).
 - 501 Commons is a nonprofit focused on sustaining and growing strong nonprofit organizations across Washington. The NDC is a national nonprofit focused on increasing the flow of capital to underserved communities, including rural communities.
- EDCIC is implementing the Buxton Customer Data Platform (CDP) provided by Island County. As part of recovery efforts, Island County purchased licenses for a number of entities (EDCIC, Chambers, Ports and IC Tourism Committee) allowing us to analyze customer data aggregated and organized from across a variety of touchpoints at a micro and macro level in order to understand past, current and emerging customer trends. The product includes the following: Scout (analytics platform) with on-demand GPS reporting tool; COVID-19 Dashboard; Visitor Profile Analysis; and LSMx (local store marketing tool).

COVID-19 Grant Programs

- The EDCIC is working in partnership with the Washington Department of Commerce to help fund small businesses. As the Associate Development Organization (ADO) in Island County, the EDCIC is administering the **Working Washington Small Business Emergency Grant (WWSBEG) Program** in Island County.
 - This \$10 million state-wide grant program was originally launched on April 7 with \$5 million from the Governor’s Strategic Reserve Fund (SRF). A few weeks later, it doubled with the addition of \$5 million from the state’s emergency response fund.
 - We received over 300 applications from Island County businesses requesting funds to pay for rent, utilities, and other allowable expenses. Forming a committee of representatives from throughout the county, we screened, evaluated and ranked the applications which were then submitted to the Department of Commerce. After their evaluation and ranking, the applications were submitted to the Governor’s Office for final approval.
 - On 5/18/20, the EDCIC was notified that Governor Inslee approved **\$190,968 of the WWSBEG funds to support 23 companies in Island County.**

- The selected pool of grantees includes 8 restaurants, 6 healthcare businesses, 2 construction companies, 2 cleaning services, 2 hospitality establishments, 2 tourism firms, and 1 automotive firm. The selected pool of grantees also includes 10 women-owned businesses and 1 minority-owned business.
 - The WWSBEG recipients in Island County employ a total of 139 individuals and it is estimated that this grant will prevent the loss of 122 jobs. In approving these grants, Washington State and Island County will be able to support the potential preservation of these businesses and the economic security of both each company's employees and local community.
 - After going into a contract with each grant awardee, the businesses are now submitting their paid invoices to us and we in turn request the funds from Commerce. Once approved, funds are wired into our bank account and we cut checks to the businesses. The program closes in June 2021.
 - To see all the recipients in Island County as well as the entire state, visit <http://startup.choosewashingtonstate.com/links/crisis/covid-19-resources/wwsbg-grant-recipients>
- The EDCIC is participating with a **grant program from Coronavirus Relief Funds** that were awarded to the County, Oak Harbor, Coupeville, and Langley. The cities/towns are using much of the money for grants to small businesses as is the county which is contributing \$1 million distributed to the unincorporated areas and cities/towns to help small business.
 - They are using our application form used in the WWSBEG / Governor's Reserve Strategic Reserve Fund Grant program as a base for their applications with necessary modification to fit their programs. EDCIC provided other materials to use as reference for the development of their grant programs as well as our experience as the EDCIC has already been through the process.
 - The program is divided into three geographic areas: South and Central Whidbey, Oak Harbor and North Whidbey, and Camano Island. Each of the three have designated organizations as the lead. The EDCIC is directly working with the Camano Island lead organization, the Camano Island Chamber of Commerce and is a member of its application review and scoring panel. As of the writing of this report, the panel has reviewed and scored over 90 applications of which about 40 were selected to receive funds.
- The EDCIC is preparing to administer **another county-wide grant program**, the **Working Washington Grant Program 2.0** which will launch in August or September. The program will be different than the previous WWSBEG grant program that we administered as the money is from a different source; this program's funds are from the Federal CARES Act. As before, we will enter into a contract with the WA Department of Commerce. Although the CARES Act grant program currently underway with the county and cities/towns are with money also from the CARE Relief Fund, the eligibility and requirements for our new grant program will most likely be different.

Business Retention & Expansion (BRE)

- **The EDCIC continues to provide business advising and mentoring** directly by our staff and/or with advisor partners. This includes our SBDC at EDC Program, a 1:1 business-advising program which includes a loaned WA Small Business Development Center (SBDC) advisor from the Economic Development Alliance of Skagit County (EDASC) working out of the EDCIC office two days a month, at no cost to the EDCIC. This program has proved to be very beneficial for businesses in Island County since we launched it in February 2019.

- In mid-March all advising pivoted to virtual assistance only. The advisor for our SBDC at EDC Program has continued to work with our businesses remotely via Zoom sessions however not on a regular schedule as before.
- We are increasing **our business advising capacity**. Due to the pandemic, there is increased need to help businesses with technical assistance as they try to navigate these difficult times. Moreover, this was identified as our top priority activity in the *EDCIC Statement of Priorities for COVID-19 Pandemic Economic Recovery: "Recovery Advisor for businesses and nonprofits seeking assistance. Provide direct 1:1 or group technical assistance, identify funding sources, and refer clients as appropriate to maximize recovery efforts. As our priority activity, EDCIC will allocate staff and financial resources accordingly."*
 - When we considered ways to increase this advising capacity, all roads led to additional time of a SBDC advisor as the best solution, one specifically for Island County. An agreement was made to partner with Washington State University (WSU) and the SBDC to hire a half-time SBDC advisor.
 - **The search for a half-time SBDC advisor is starting soon.** The job will be posted in July or August. Candidates will apply through the WSU website. After the initial screening, Sharon Sappington will be a member of the interview/selection committee.
- We held our second **"SPARK! Connection"** event. This is a program we developed that is a facilitated business peer-to-peer virtual event to encourage exchange of ideas and synergy among businesses to better move forward through recovery. In both events, we received very positive feedback and the participants want more. More events are in the planning.
- We worked with the Thurston County EDC and the Washington Department of Commerce to obtain access of Island County businesses to the **Scaleup Training Series, the COVID-19 Edition**, at no cost to the businesses.
 - Scaleup is a comprehensive 10-week online training course designed for businesses to learn effective strategies and development of their own plans for scaling the size of their business during these challenging times. The program includes virtual classroom training, roundtables, best practices and access to mentors and other resources. A special "Study Hall" on Mondays provides opportunities for private mentoring and coaching.
 - There are currently two cohorts underway, in which there are six Island County businesses participating, three in each cohort. The first cohort will finish on July 8th and the second on July 28th. We are advocating for additional funding so that more businesses can take advantage of the opportunity.

Recruitment/Attraction

- No recruitment activity in Quarter 2 due to focus on assisting businesses with COVID-19 response and recovery.
- EDCIC will re-engage with Oak Harbor on the Opportunity Zone (which includes attraction of investment and businesses) under a new contract (in process). We agreed on a larger scope than just the Opportunity Zone.

Startup / Entrepreneurship

- As we continue to work with entrepreneurs, we are looking at how best to support entrepreneurship considering our new COVID reality. How we assist entrepreneurs might change as we see different types of entrepreneurs emerging.
 - During good economic times, entrepreneurs motivated by a perceived opportunity are the norm. These “opportunity entrepreneurs” are in it because they want to solve a problem or want the autonomy of being their own boss. In contrast, “necessity entrepreneurs” typically start their business out of a lack of options in the labor market. We saw this in the Great Recession. Necessity entrepreneurs often have not considered starting a business before it became essential, and often many lack the knowledge and skills entrepreneurs need to succeed. As a result, the need to support entrepreneurs and entrepreneurial thinking as diversified to include working with both types of entrepreneurs as well as the existing businesses that require entrepreneurial thinking for pivoting and transitioning.
- We have been in discussions with the **Center for Inclusive Entrepreneurship (CIE)** about the possibility to start their program in Island County. *“CIE offers accessible and inclusive first step business training and support in underserved communities to help people launch and build businesses and become leaders in building resilient, sustainable, and equitably shared community wealth.”*
 - This program was first launched in the Northern Olympic Peninsula (First Step Business Program) over a year ago, with great success. In March 2020, it launched in Skagit County (Startup Skagit Valley). Based on our discussions, the CIE leadership have agreed to include Island County businesses in Skagit’s program, with the **possibility of developing an Island County CIE program** down the road. If things look favorable to developing the program in our county, it could start as soon as January 2021.
- Although the plan is to continue our program/partnership with **Whidbey Entrepreneurs (WE) and Whidbey Island Local Lending (WILL)**, we have not held a meeting of the leadership team since the onset of COVID. The leadership team will engage again soon at which time we will decide if we want to kick off our monthly networking/presentation meetings virtually or do something different.

Readiness and Capacity Building

- **Leadership Whidbey** - EDCIC is continuing to participate as a member of the startup effort. Although COVID-19 had the potential of side railing our efforts, we are still moving ahead because building more leadership in our communities is more important than ever. As we had planned last year, the first cohort will launch on January 8, 2021. The program will be in a virtual learning format, with plans to include any opportunities possible for in-person small group gatherings. Though it is unlikely to meet and work with our first group in person, the program will include rigorous, dynamic, and interactive content. See the newly launched Leadership Whidbey website: www.leadershipwhidbey.org

COVID-19 Funding

- The EDCIC **received \$3,000** in May for a grant that we applied for through the Small Business Administration’s Economic Injury Disaster Grant (EIDG) which is a part of the Economic Injury Disaster Loan Program (EIDL).

- **We received \$1,500 from the Washington Economic Development Administration (WEDA).** WEDA had entered into a short-term contract with the National Development Council (NDC) to help manage an outreach program to non-profits in WA concerning the Paycheck Protection Program (PPP) (mentioned above). WEDA offered to individual ADOs the opportunity to be a subcontractor to perform this outreach in their counties. We jumped at this offer as it was something we wanted to do anyway and the compensation would outweigh the amount of time required. We successfully completed the Scope of Services in the allotted time.
- We are working with three other ADOs on a **multi-county grant application** to the Economic Development Administration (EDA). This is a Regional Partnership Strategy (Island, San Juan, Skagit, and Whatcom Counties) to help our businesses who have been impacted by COVID-19 through economic recovery and resiliency. It is highly competitive, so we have no assurance as to our chances to receive it.
 - Funding opportunity title: FY 2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding.
 - Our eligibility: Nonprofits that either have or not have 501(c)(3) status with the IRS other than institutions of higher education. For CARES Act funding, applicants must explain clearly in their application how the proposed project would “prevent, prepare for, and respond to coronavirus” or respond to “economic injury as a result of coronavirus.”
 - Category explanation: Grants and cooperative agreements made under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities.

Projects

- **Broadband** - The EDCIC is a member of the “Community Broadband Core Team” which held its first meeting 01/22/20. The EDCIC attended one meeting this quarter and provided information in reference to the community section of the IC Broadband study being completed by the Port of Skagit (with funds from a \$50k CERB grant obtained by the Port of Coupeville).
- **New Projects** – As we continue work on our 5-year Strategic Plan, we will identify any possible new projects.

Other

- We held our **EDCIC Annual Membership Meeting**. It was the first time we did it virtually and it went well. We had 38 people on the call plus Congressman Rick Larsen and a couple of his staff. We have received very positive feedback on the presentations and on the operations.
- We launched our **new website**. We had planned to launch it earlier, but our efforts were slowed due to COVID-19. However, the amount of business resource information we needed to continually add and update on the old website became very burdensome; it was difficult to manage and not very appealing. Additionally, we needed a better website to promote COVID-19 Working Washington Small Business Emergency Grant program. As a result, we decided that the new website, although a bit stripped down, would be better than trying to make do with the old website.
- **New EDCIC Logo** – coming soon.

Board, Committees and Teams

EDCIC EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS (As of July 2, 2020)

Executive Committee

| | | |
|-----------------------|-----------------------|--------------------------|
| President | George Henny | Whidbey Telecom |
| Vice President | Dave Paul | Skagit Valley College |
| Secretary | Jeff Pleet | Edward Jones Investments |
| Treasurer | Todd Morrow | Island Transit |
| At-large Rep | Walt Blackford | Puget Sound Energy |

Board of Directors

| | |
|--|--|
| Mayor Tim Callison - City of Langley | Patrick Kennedy – GreenBank Advisors |
| Nathan Davis - Savage Screenprinting | Rob Mellish – Heritage Bank |
| Jim Deanne - Tye Farm and Grocer | Leslie Moore – Sno-Isle Libraries |
| Lynda Eccles - Coupeville Chamber | Jack Ng - China City / Port of South Whidbey |
| Mayor Molly Hughes - Town of Coupeville | Blaine Oborn - City of Oak Harbor |
| Ozell Jackson – Homebridge Financial Services | Commissioner Helen Price-Johnson - District 1 |
| Gary Leake - Gary A Leake Woodworking | Brian Tyhuis – NAS Whidbey Island |

EDCIC BOARD COMMITTEES AND COMMITTEE CHAIRS

| | |
|---------------------------------|--------------------------|
| Finance | Rob Mellish |
| Planning | Todd Morrow |
| Membership | Lynda Eccles |
| Nominating | Jim Deanne |
| Data and Research Ad Hoc | Sharon Sappington |
| Diversified Funding | George Henny |
| Bylaws / Policy | Rob Mellish |
| Volunteer | Jim Deanne |

EDCIC Executive Director: Sharon Sappington

EDCIC MEMBERSHIP IN OUTSIDE COMMITTEES AND TEAMS

Island County Tourism Committee

Island Regional Transportation Planning Organization (IRTPO) Technical Advisory Committee

Northwest Workforce Council

Skagit Valley College Worker Retraining Advisory Committee (formerly the President's Roundtable Advisory Committee)

Whidbey Entrepreneurs Leadership Team

Whidbey Airpark Access Project Advisory Team (currently team not active)

Leadership Whidbey Planning and Oversight Committee

Community Broadband Core Team

Island County COVID-19 Business Recovery Taskforce

Economic Development Council for Island County (EDCIC)
Statement of Priorities for COVID-19 Pandemic Economic Recovery
11 May 2020

Island County, along with all of Washington State and the nation, is facing an unprecedented economic crisis because of the COVID-19 pandemic. As the Associate Development Organization (ADO) for Island County, the EDCIC will work closely with Island County government and others to respond.

This plan identifies specific EDCIC roles and activities that will contribute the greatest value to the economic recovery of our County through 2020 and beyond. It is a living document and will be reviewed and revised as circumstances warrant.

Top Priority Activities to Support Economic Recovery

- **Recovery Advisor** for businesses and nonprofits seeking assistance. Provide direct 1:1 or group technical assistance, identify funding sources, and refer clients as appropriate to maximize recovery efforts. As our priority activity, EDCIC will allocate staff and financial resources accordingly.

Ongoing Activities to Support Economic Recovery

- Promote access to federal and state dollars for small businesses and nonprofits through **Chambers of Commerce** and other local business supporters
- Work closely with **WA Department of Commerce**, including coordination of Commerce programs that will benefit Island County businesses and nonprofits
- Provide expertise and input to **County Commissioners and County staff** on Island County's Recovery Task Force
- Assure that **Small Business Administration** resources/programs are available to assist Island County staff and businesses
- **Coordinate staff resources** from Chambers, Ports, and others to support EDCIC activities whenever there is a good fit between needs and qualifications
- Contribute expertise and input in **weekly calls or online meetings** with representatives from Chambers of Commerce, Main Street organizations, Tourism, and Port Districts to gather and distribute information, identify urgent needs, etc.
- Engage with the **Washington Economic Development Association (WEDA)** to learn about best practices from ADOs throughout the State
- Identify and provide **referrals to pro bono** business and financial advisors

- Maintain links to current **COVID Resources** on the EDCIC website
- **Disseminate**, as appropriate, information about new programs, potential funding sources and relevant developments that will serve the County's economic recovery
- Publicize and provide access to **webinars** that will support economic recovery for Island County businesses and nonprofits
- Use the **EDCIC website** to gather input and provide a channel for sharing information
- Advocate for Island County in conference **calls and online meetings with federal, state and local elected officials**

Context for EDCIC's economic recovery priority tasks and activities

EDCIC is an independent, nonprofit organization with a board of directors consisting of business, civic, nonprofit, and community leaders from Whidbey and Camano Islands. While it receives funding from Washington State and Island County, it operates separately from both as do economic development organizations across the state.

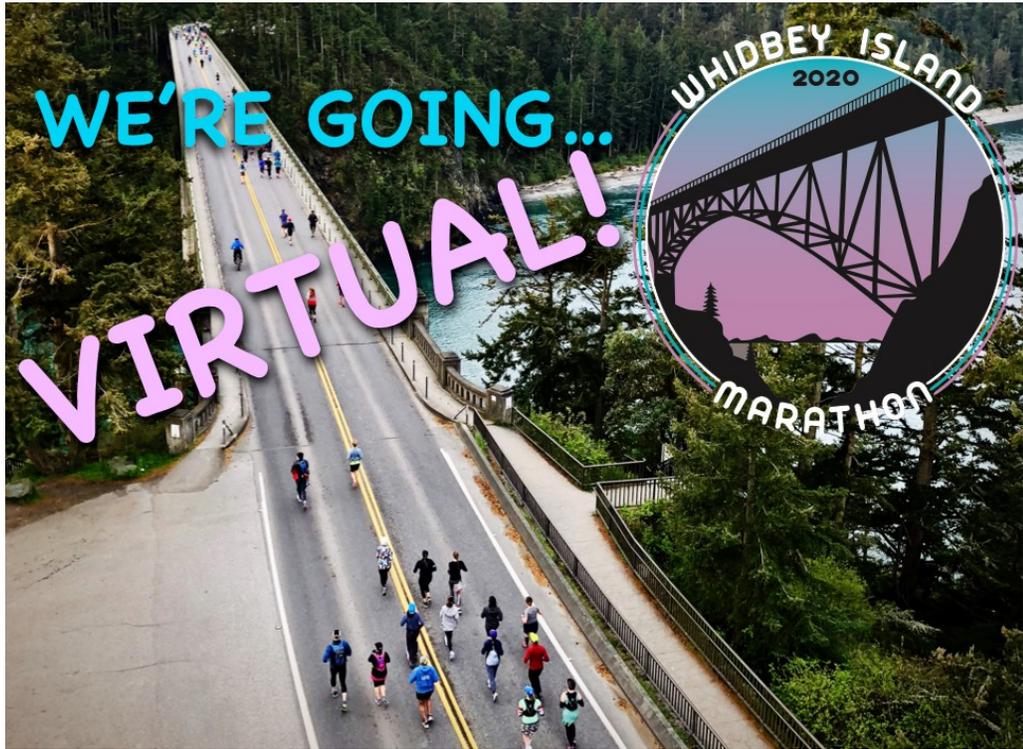
EDCIC is in excellent position to contribute to the economic recovery of Island County and to provide leadership in that recovery. The board of directors and staff of the EDCIC are proud to be part of this important work.

We believe that COVID-19-related tasks and activities will require approximately 75% of existing capacity of EDCIC staff. The remainder of staff hours will focus on continuing administrative responsibilities and reporting requirements we cannot postpone or eliminate.

Notably, a portion of the 2020 work plan has been set aside to account for the increased attention to economic recovery tasks and activities associated with COVID-19.

The executive committee is responding to the circumstances by meeting more often than monthly in order to make decisions more quickly and support staff in a timely manner.

Approved by EDCIC Executive Committee at its meeting of May 8, 2020



Enews Reporting

Mayor's Snapshot



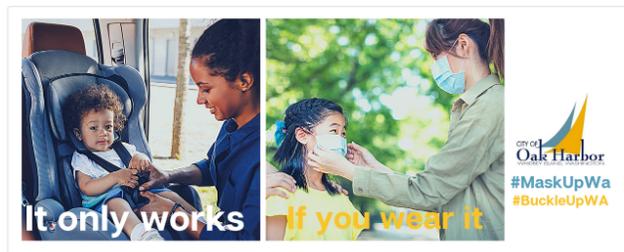
August 2020

<https://www.smore.com/nk70a>

Mayor's Snapshot

August 27, 2020

Latest news and updates from Mayor Bob Severns



It Only Works if you Wear It

I want to remind everyone to be safe out there. We launched a new campaign recently to remind the community about wearing cloth face coverings and in this new campaign we are also reminding everyone about buckling their seat belts, wearing life vests while enjoying water sports, and wearing bike helmets.

If you are out and about in public remember to wear a cloth face covering and keep six feet of physical distance from others. Island County is showing that the numbers of COVID cases look good. But, to keep numbers down, we all must do our part.

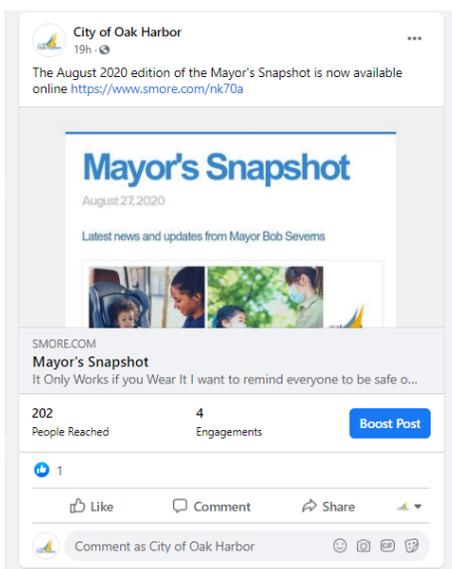
Instagram Post



LinkedIn Post



Facebook Post



Enews Reporting

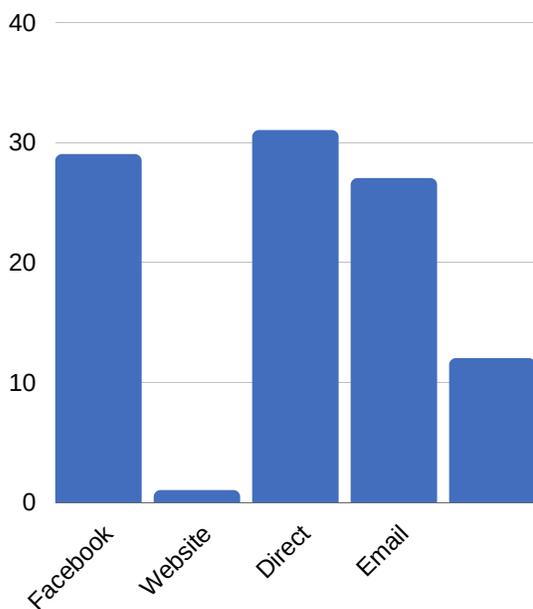
Mayor's Snapshot



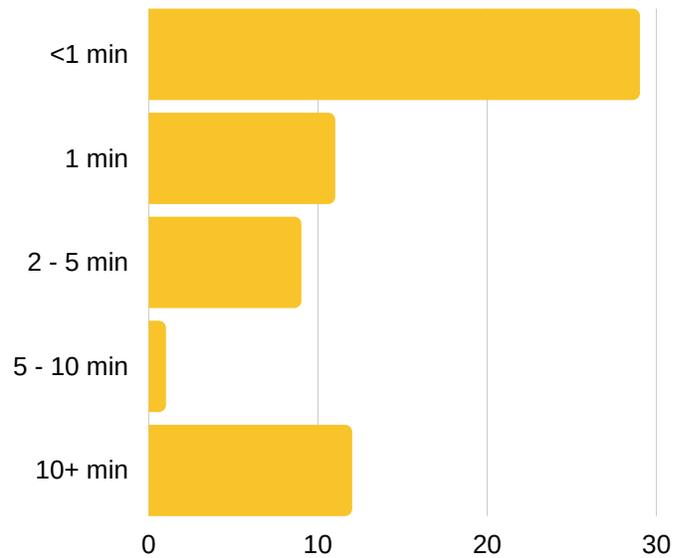
88 Views

<https://www.smore.com/nk70a>

Incoming by traffic source



Time spent



Location

- Saint Augustine, FL
- Sylvia, TN
- Lancaster, CA
- Mountainview, CA
- Kennewick, WA
- Spanaway, WA
- Seattle, WA
- Bothell, WA
- Everett, WA
- Stanwood, WA
- Mount Vernon, WA
- Anacortes, WA
- Oak Harbor, WA
- Coupeville, WA

Enews Reporting

Leadership Matters



September 2020

<https://www.smore.com/q7zb2>

88 Views

Leadership Matters

September 11, 2020

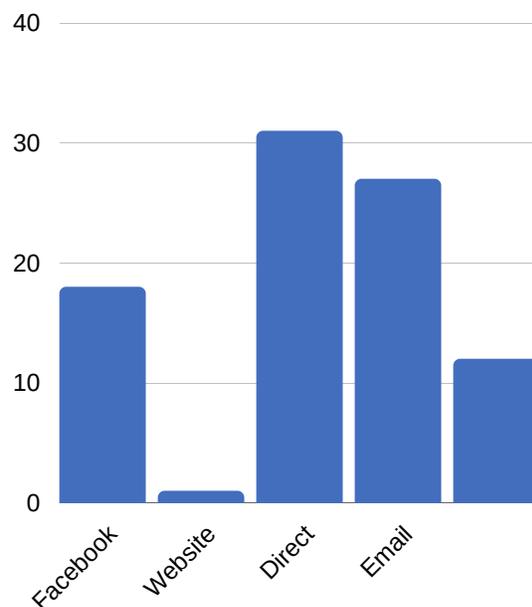
Creating engagement and inspiration in our community

This eNews communication will help provide information from your leadership to allow you to participate in developing, achieving, articulating, and embodying a shared set of values, sense of purpose and vision for the community of Oak Harbor.

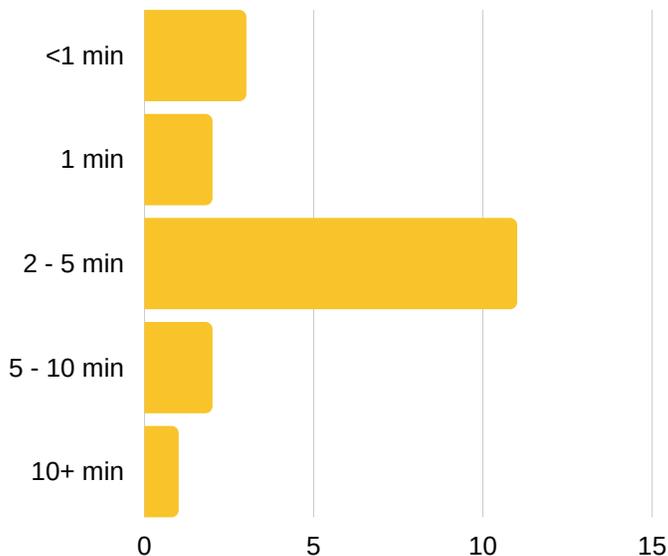
Uncertain Times

Uncertainty is a necessary catalyst for the prevalence of leadership; without it, there would be no difficult decisions to make, no innovation, no timely opportunities to be realized. Our great expectations would go unchallenged, and life would be blissfully simple – and, dare I say, mundane and a bit boring. -Soo Ing-Moody, Mayor of Twisp in Cityvision July/August 2020

Incoming by traffic source



Time spent



Social Media Reporting



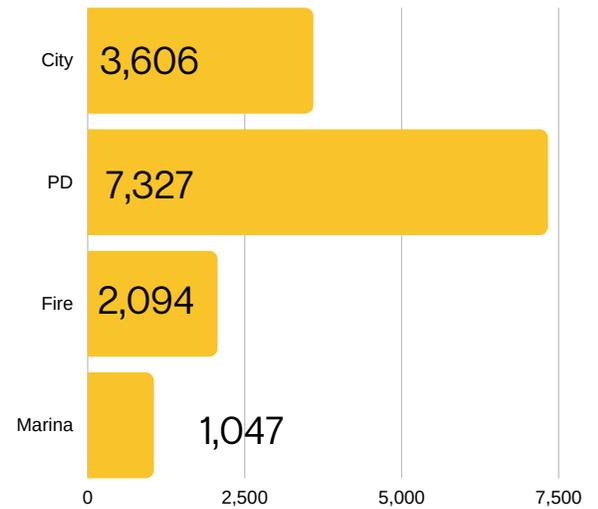
By the Numbers



City of Oak Harbor



Facebook Pages



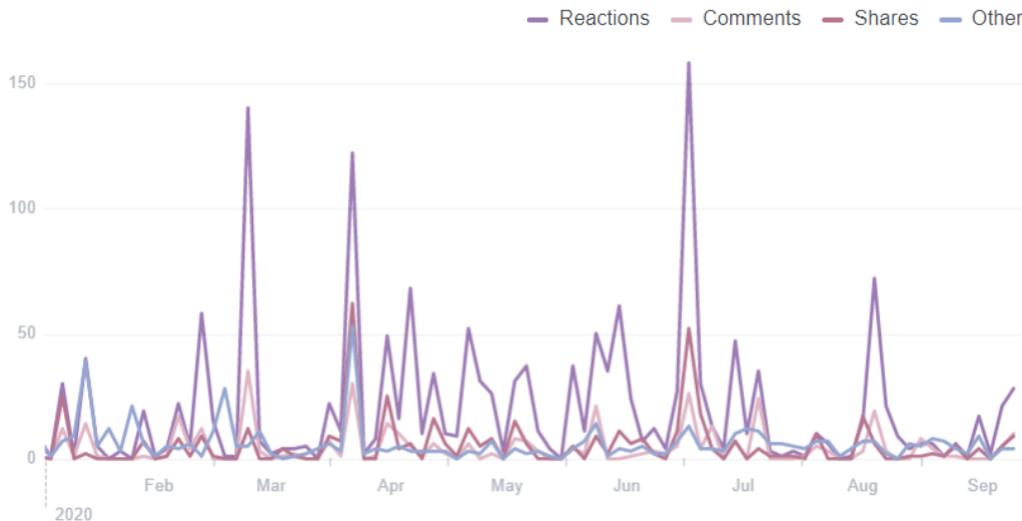
Facebook Daily Reach

City of Oak Harbor

2020: January 1 - September 11

Likes, Comments, and Shares

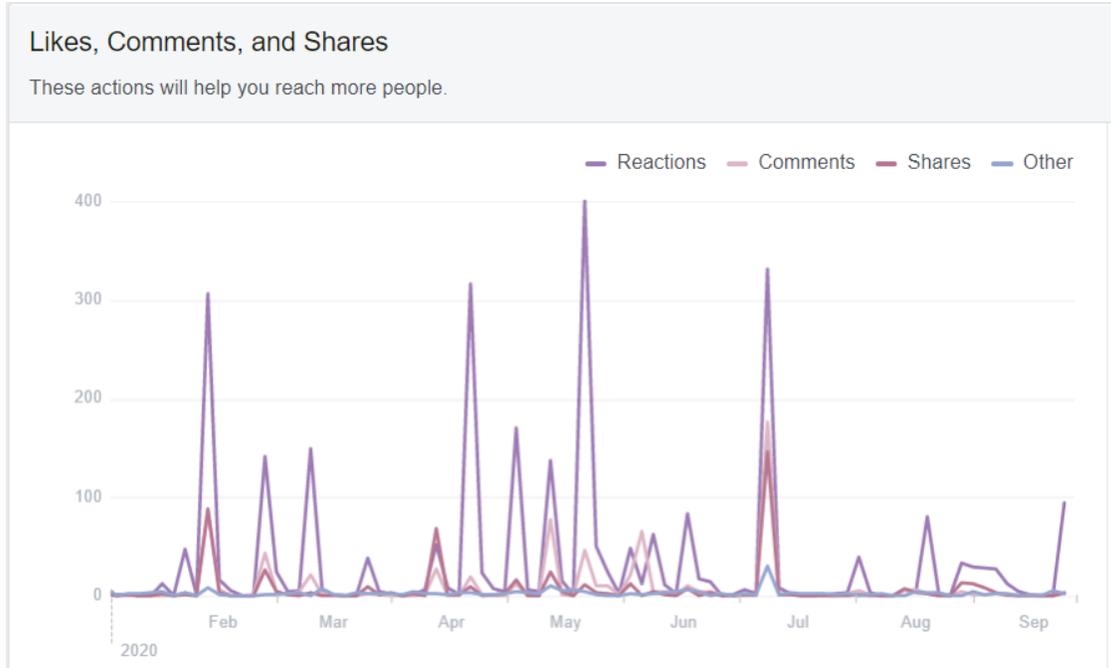
These actions will help you reach more people.



Facebook Daily Reach

Oak Harbor PD

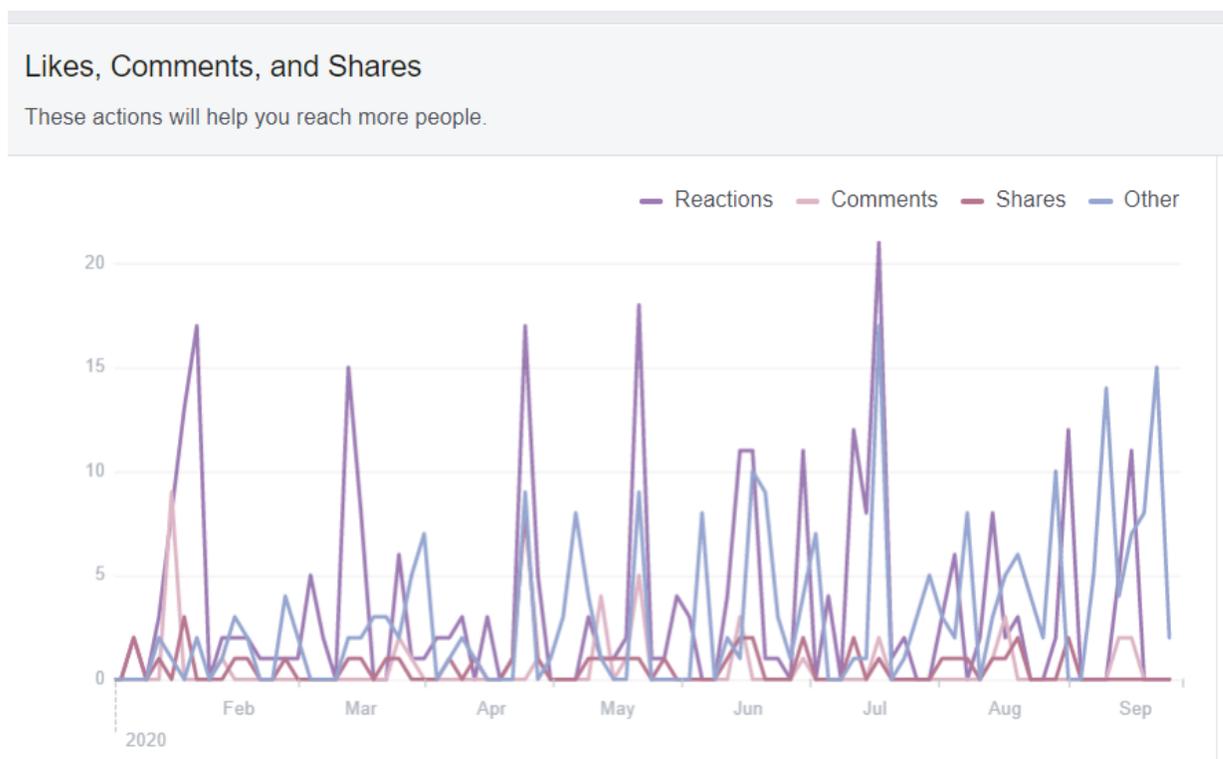
2020: January 1 - September 11



Facebook Daily Reach

Oak Harbor Marina

2020: January 1 - September 11





Social Media Reporting

LinkedIn Metrics

City of Oak Harbor

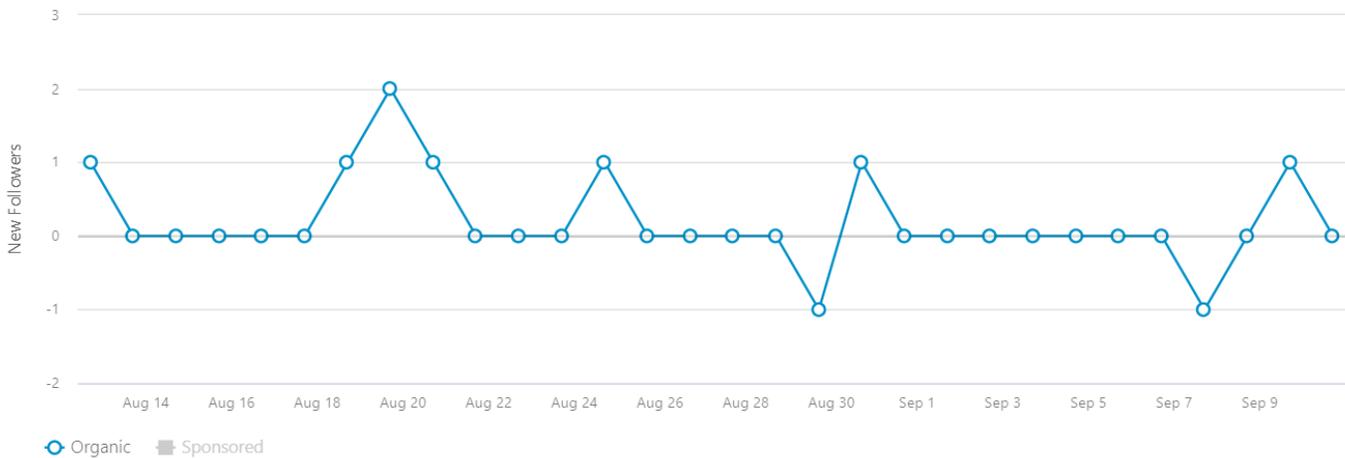
2020: January 1 - September 11

Follower metrics ⓘ

Time range: Jan 1, 2020 - Sep 11, 2020 ▼

Aggregate organic and sponsored

Off



LinkedIn Metrics - Location

City of Oak Harbor

2020: January 1 - September 11

Follower Demographics ⓘ

Data for: Location ▼

Top locations

| Location | Followers | % of Followers |
|-------------------------------------|-----------|----------------|
| Greater Seattle Area | 247 | 68.04% |
| Greater Los Angeles Area | 6 | 1.65% |
| Portland, Oregon Area | 6 | 1.65% |
| Washington D.C. Metro Area | 5 | 1.38% |
| Bellingham, Washington Area | 5 | 1.38% |
| Jacksonville, Florida Area | 4 | 1.1% |
| Norfolk, Virginia Area | 4 | 1.1% |
| Dallas/Fort Worth Area | 4 | 1.1% |
| Richland/Kennewick/Pasco, Washin... | 3 | 0.83% |
| Greater Salt Lake City Area | 3 | 0.83% |



Social Media Reporting

LinkedIn Metrics - Job Function

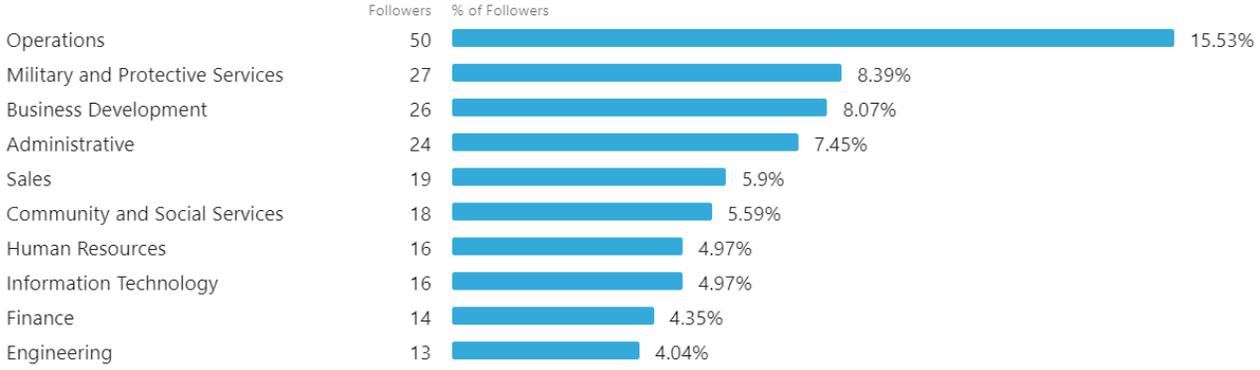
City of Oak Harbor

2020: January 1 - September 11

Follower Demographics ⓘ

Data for: Job function ▼

Top job functions



Targeted Dates for 2021 - 2022 Budget Preparation Cycle

REVISED 09.15.20

| <u>Process</u> | <u>Date</u> | <u>Meeting Type</u> |
|--|-----------------------------------|-------------------------------|
| City Council Presentation on Revenue Projections | 9/15/2020 | City Council Meeting |
| City Council Workshop: Presentation by Shawn Koorn of Final Utility Rates Recommendations | 9/23/2020 | City Council Workshop |
| <i>Nothing budget at regular meeting</i> | 10/6/2020 | City Council Meeting |
| <i>Previously suggested special meeting date; no longer applies</i> | 10/13/2020 | N/A |
| City Council Meeting: <u>Public Hearing to Adopt Utility Rates</u> | 10/20/2020 | City Council Meeting |
| City Council Workshop: Presentation of Mayor's Preliminary Budget (<i>Mayor's Preliminary Budget and Message at least 60 days before start of fiscal year [RCW 35A.34.090] & City Administrator files Preliminary Budget with Clerk prior to 60 days before start of fiscal year [RCW 35A.34.080]</i>) | 10/28/2020 | City Council Workshop |
| City Clerk Publishes Notice of Preliminary Budget once a week for two weeks [RCW 35A.34.100] | 11/4/2020 | Staff |
| Capital Project Presentations (two hours; all Departments) @ 2:00 PM prior to Regular Meeting | 11/4/2020 *NEW MEETING* | City Council Special Workshop |
| <i>Nothing budget at regular meeting @ 6:00 PM (special workshop same day beforehand @ 2:00 PM)</i> | 11/4/2020 | City Council Special Meeting |
| City Council Meeting: <u>Public Hearing to Set Property Tax Levies</u> [RCW 84.52.020 and RCW 84.52.070] & <u>Public Hearing to Adopt Preliminary Budget</u> | 11/17/2020 | City Council Meeting |
| Operating Budget Presentations (all Departments, plan for dinner recess) | 11/18/2020 | City Council Special Workshop |
| City Council Meeting: <u>Public Hearing to Adopt the Final Budget via Ordinance</u> (Required Before First Monday in December [as defined by RCW 35A.33.070]; Adoption of Budget; Also see RCW 35A.34.110) | 12/1/2020 | City Council Meeting |
| City Council Meeting: <u>CONTINUE BUDGET DELIBERATION IF NECESSARY</u> from 12/1 to Adopt the Final Budget Ordinance | 12/15/2020 | City Council Meeting |

Targeted Dates for 2021 - 2022 Budget Preparation Cycle [See Spreadsheet for Details]

REVISED 09.15.20

- 9/15 CC: Revenue Presentations
- 9/23 Wkshp: Utility Rates
- 10/6 CC: [no budget items]
- 10/20 CC: Adopt Utility Rates
- 10/28 Wkshp: Mayor’s Budget Presentation

| | |
|-----|--------------------------------|
| | Council Meeting w Budget Item |
| | Council Workshop w Budget Item |
| | Council Meeting no Budget Item |
| Red | Indicates Holiday |

| September | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| October | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

- 11/4: *ADD* Special Wkshp @ 2 PM for Capital Projects* / CC @ 6 PM [no budget items]
- 11/17 CC: Property Tax Levy & Adopt Preliminary Budget
- 11/18 Wkshp: Operating Budget Presentations [all, plan for dinner recess]
- 12/1: Adopt Final Budget

| November | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| December | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |