



Council Chambers, 865 SE Barrington Drive

January 2, 2024

6:00 PM

**OATHS OF OFFICE: Mayor, and City Council Positions 1, 2, and 3. Judges Hawkins and Skinner presiding**

**PASSING OF THE GAVEL: Former Mayor Severns to Mayor Wright**

**CALL TO ORDER**

Invocation - Led by Chaplain David Lura, Navy League

Pledge of Allegiance - Led by Senior Elected Councilmember Jim Woessner

Excuse Absent Councilmembers

**1. APPROVAL OF AGENDA**

**2. PRESENTATIONS**

- a. Proclamations
  - i. Proclaiming January 2024 as National Blood Donor Month
- b. Honors & Recognitions
  - i. Police Chief Oath - Anthony Slowik
- c. Community Presentations

**3. CITIZEN COMMENT PERIOD**

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

**4. CONSENT AGENDA**

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

Consent Items

- a. Approval of Minutes: December 19, 2023 Council Meeting
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Purchase Authorization-Godwin Pump Replacement
- d. Resolution 24-01: Purchase Authorization-Sole Source-Washer Compactor for the Clean Water Facility

- e. Resolution 24-03 Amending Effective Date for Resolution 23-15 Master Fee Schedule

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

- a. Mayor
  - i. Councilmember Service to Boards, Committees, and Commissions
- b. Councilmembers
  - i. Selection of Mayor Pro Tempore

**6. PUBLIC HEARINGS & MEETINGS**

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

- a. None

**7. ORDINANCES & RESOLUTIONS**

- a. Resolution 24-02 Authorization to Submit DNR Community Forestry Assistance Grant

**8. CONTRACTS & AGREEMENTS**

- a. Rural County Economic Development Interlocal Agreement 2023 - Oak Harbor Marina Project Grant Award

**9. OTHER ITEMS FOR CONSIDERATION**

- a. None

**10. REPORTS & DISCUSSION ITEMS**

- a. None

**11. EXECUTIVE SESSION**

- a. None

**ADJOURN**

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

Bill No. i.  
Date: 2.a.i. January 2, 2024  
Subject: Proclaiming January 2024 as  
National Blood Donor Month

**FROM: Mayor Ronnie Wright**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

This is a proclamation by the Mayor. No action is needed by Council.

**BACKGROUND / SUMMARY INFORMATION**

The City was approached by the Community Engagement department of Bloodworks Northwest, which serves to supply 95 percent of blood used by the Pacific Northwest, to request a proclamation to raise awareness of the need for blood donors and for two upcoming blood drives in Oak Harbor.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Proclamation - January 2024 as National Blood Donor Month](#)

# PROCLAMATION

**WHEREAS**, The nation is experiencing the worst blood shortage in over a decade and the local blood supply has hit emergency levels. If the blood supply does not stabilize life-saving blood may not be available for some patients when it is needed; and

**WHEREAS**, The month of January historically is a period of critical blood shortages. Blood centers like Bloodworks NW continue to face a decline in donor turnout during the holidays, and many donors falling ill during cold and flu season; and

**WHEREAS**, On December 31st, 1969, the president of the United States, Richard Nixon, signed a proclamation designating January as National Blood Donor Month. This observance is meant to honor voluntary blood donors and to encourage more people to give blood; and

**WHEREAS**, The mission of Bloodworks NW is saving lives through research, innovation, education, and excellence in blood, medical, and laboratory services in partnership with our community. As part of this mission, Bloodworks NW supplies 95 percent of the Pacific Northwest's blood; and

**WHEREAS**, Bloodworks NW supplies blood products to Providence, PeaceHealth, Virginia Mason Hospital Systems and more in the NW Washington Region; and

**WHEREAS**, the Fire Department will be hosting a blood drive on Wednesday, January 3rd from 10AM-4PM to support local patients, and Oak Harbor High School is hosting a blood drive on Friday, January 26th to inspire the next generation of blood donors,

**NOW, THEREFORE**, We, Mayor Ronnie Wright, and the Councilmembers of the City of Oak Harbor do hereby proclaim January, 2024 as

## **“BLOOD DONOR MONTH”**

and encourage all residents to give back by donating, volunteering, or giving blood. This lifesaving work is vital to strengthening our community's resilience.

In the City of Oak Harbor,

Signed the 2<sup>nd</sup> day of January 2024

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Ronnie Wright, Mayor

City of Oak Harbor  
City Council Agenda Bill

Bill No. i.  
Date: 2.b.i. January 2, 2024  
Subject: Police Chief Oath - Anthony  
Slowik

**FROM: Ronnie Wright, Mayor**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

The Mayor will administer the Oath to recently appointed Police Chief Anthony (Tony) Slowik.

**BACKGROUND / SUMMARY INFORMATION**

Interim Police Chief Anthony Slowik was unanimously approved as Police Chief at the December 19, 2023 City Council meeting.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Police Chief Oath](#)

# *City of Oak Harbor*

OFFICE OF THE MAYOR  
RONNIE WRIGHT  
MAYOR

## **OATH OF POLICE CHIEF**

*I, Anthony A. Slowik, do solemnly swear that I am a citizen of the United States and of the State of Washington and that I will support the Constitution and the laws of the United States, the Constitution and laws of the State of Washington, and the ordinances of the City of Oak Harbor and that I will, to the best of my judgment, skill and ability, truly and faithfully, diligently and impartially, perform the duties of **Police Chief** for the Oak Harbor Police Department and the City of Oak Harbor, Washington as such duties are prescribed by law and ordinance, and I further swear that I shall diligently and faithfully carry out the lawful directives of the duly constituted authorities for the City of Oak Harbor and that I shall abide by conduct rules of the Law Enforcement Code of Ethics.*

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*Anthony A. Slowik*

*Subscribed and sworn to before me this 2nd day of January, 2024.*

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*Print:* \_\_\_\_\_

*NOTARY PUBLIC in and for the State of*

*Washington, residing at* \_\_\_\_\_

*Commission Expires:* \_\_\_\_\_

## **LAW ENFORCEMENT CODE OF ETHICS**

**As a Law Enforcement Officer**, *my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to represent the Constitutional rights of all men to liberty, equality and justice.*

**I will** *keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my Department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.*

**I will** *never act officiously or permit personal feeling, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.*

**I recognize** *the badge of my office as a symbol of public faith, and I accept it as a public trust, to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession . . . law enforcement.*

*(for the Chief – for reading aloud... with “pauses”, if he wishes)*

I, Anthony A. Slowik, do solemnly swear  
that I am a citizen of the United States and of the State of Washington  
and that I will support the Constitution  
and the laws of the United States,  
and the ordinances of the City of Oak Harbor  
and that I will, to the best of my judgment, skill and ability,  
truly and faithfully, diligently and impartially,  
perform the duties of **Police Chief**  
for the Oak Harbor Police Department and  
the City of Oak Harbor, Washington  
as such duties are prescribed  
by law and ordinance,  
and I further swear  
that I shall diligently and faithfully  
carry out the lawful directives  
of the duly constituted authorities  
for the City of Oak Harbor  
and that I shall abide by  
conduct rules of the Law Enforcement Code of Ethics.

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

Bill No. 4.a.  
Date: January 2, 2024  
Subject: Approval of Minutes: December  
19, 2023 Council Meeting

**FROM: Julie Nester, City Clerk**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Approval of Minutes of December 19, 2023 City Council Meeting.

**BACKGROUND / SUMMARY INFORMATION**

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Minutes of December 19, 2023](#)

Oak Harbor City Council  
Regular Meeting Minutes  
December 19, 2023

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**This was both a physical meeting location and a virtual meeting. Meeting was viewable live via YouTube at [www.youtube.com/cityofoakharbor](http://www.youtube.com/cityofoakharbor), on Facebook, and on Cable Channel 10/HD 1090 following the meeting**

### CALL TO ORDER

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

**Invocation** – Chaplain David Lura, Navy League

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

### ROLL CALL

City Council Present:

Mayor Robert Severns  
Mayor Pro Tem Tara Hizon  
Councilmember Beth Munns  
Councilmember Jim Woessner - absent  
Councilmember Bryan Stucky  
Councilmember Shane Hoffmire  
Councilmember Eric Marshall  
Councilmember Barbara Armes

Staff Present/Videoconference

City Administrator Blaine Oborn  
Deputy City Admin. & Finance Director David Goldman  
Public Works Director Steve Schuller  
Parks and Recreation Director Brian Smith  
City Engineer Alex Warner  
Fire Chief Ray Merrill  
Interim Police Chief Tony Slowik  
Det. Sargeant Jen Gravel  
Project Manager Brett Arvidson  
Central Services Manager Sandra Place  
Finance Manager Chas Webster  
Grants Administrator Wendy Horn  
Executive Services Administrator Sabrina Combs  
Executive Assistant Macalle Finkle  
City Clerk Julie Nester

Also in attendance: City Attorney  
Hillary Evans of Kenyon Disend, PLLC

### EXCUSE ABSENT COUNCILMEMBERS

Mayor Severns welcomed all in attendance. He announced Councilmember Woessner was absent and requested a motion to excuse him.

**Motion:** Councilmember Munns moved to excuse Councilmember Woessner, seconded by Mayor Pro Tem Hizon. The vote on the motion carried unanimously.

### 1. APPROVAL OF AGENDA

Mayor Severns noted staff had requested to remove item 10 a. County Wide Planning Policies Update. The item will be reviewed with Council at a later date.

**Motion:** Councilmember Munns moved to approve the agenda as amended, seconded by Councilmember Hoffmire. The motion on the motion passed unanimously.

## **2. PRESENTATIONS**

- a. Proclamations – None
- b. Honors & Recognitions
  - i. Recognition of Councilmember Beth Munns

Mayor Severns observed that he and Councilmember Munns both came to serve on the City Council in 2008. He praised Councilmember Munns as an outstanding and engaged member of the Oak Harbor Community who has lent her time and experience to not only the City Council, but to many community groups and organizations, including the Oak Harbor Public Schools, Navy League, Island Thrift, Help House, and Island Transit. Mayor Severns asked all to join him in recognizing Councilmember Munns and presented her with a plaque denoting her dates of service and council photos.

On behalf of the City Staff, Public Works Director Schuller presented Councilmember Munns with a City street sign in her name.

Councilmember Munns thanked all assembled, noting it had been her distinct honor to serve.

- c. Community Presentations
  - i. Oak Harbor Filipino American Association Performance

Members of the Oak Harbor Filipino American Association provided a holiday music program.

## **3. CITIZEN COMMENT PERIOD**

Mayor Severns noted citizens may comment on Consent Agenda items or subjects of interest not listed on the agenda at this time and that citizens would have the opportunity to comment on the remaining Agenda items during the meeting as appropriate.

Citizens can also visit the City's website prior to meetings for methods to submit public comment, or contact the City Clerk, Julie Nester by phone or email. When submitting comments, please include your name and address. Public comments sent anonymously will be shared with the Mayor and Council but will not be displayed.

The City received one new public comment since the last regular meeting. John Dyer submitted an online comment regarding agenda item 8.a. Approval of Chief of Police Employment Contract with Interim Chief Anthony Slowik. The comment was displayed. later with comment for the agenda item.

Mayor Severns opened the floor for public comment on items not on the agenda or items on the consent agenda.

1. Dawn Brown of Oak Harbor thanked Mayor Severns for his years of service and led a flash mob from her Zumba class or approximately 21 people, which included Mrs. Rhonda Severns.

2. Island County Commissioner Jill Johnson spoke to thank both Mayor Severns and Councilmember Munns for their service to Oak Harbor.

3. Mayor Pro Tem Tara Hizon presented Mayor Severns with a plaque from the staff, thanking him for his leadership and guidance. Staff presented Mayor Severns with a City street sign in his name at the All-Hands meeting in November.

Hearing no one else with a desire to address the Council, the public comment period was closed.

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

##### Consent Items

- a. Approval of Minutes: Council Meeting of December 5, 2023
- b. Approval of Payroll and Accounts Payable Vouchers
- c. American Construction: Oak Harbor Marina – Change Order No. 5 for F-Dock Breakwater and Marina Repairs
- d. Interlocal Contract for Cooperative Purchasing - HGACBuy
- e. National Purchasing Cooperative Interlocal Participation Agreement - BuyBoard
- f. Professional Services Agreement: Semrau Engineering
- g. Renewal of Concession Contract: Oak Harbor Yacht Club
- h. Resolution 23-19: Amendment to LTAC PBY Memorial Foundation Agreement
- i. Resolution 23-31: Amendment to LTAC Chamber of Commerce Operations Agreement
- j. Resolution 23-32: Amendment to LTAC Craig McKenzie Team Foundation Agreement
- k. Resolution 23-33: Amendment to LTAC Whidbey Health Foundation Agreement
- l. South Correctional Entity (SCORE) Interlocal for Inmate Housing Agreement Amendment

Mayor Severns called for any changes to the consent agenda.

Councilmember Marshall requested to remove item 4.g. Renewal of Concession Contract: Oak Harbor Yacht Club from the consent agenda. Mayor Severns noted the other consent agenda items were approved as presented.

##### 4.g. Renewal of Concession Contract: Oak Harbor Yacht Club –

Councilmember Marshall noted a number of concerns with the proposed contract. Specifically, the term of the contract, the lack of financial reporting by the Yacht Club as is required in the contract, the rental amount for City use and the renting out of the Gazebo in adjacent Catalina Park by the Yacht Club. Mayor Severns provided additional background information on the negotiations undertaken with the Yacht Club and on the parameters of the contract. Speaking on behalf of the Yacht Club were Commodore Cedric Niiro and Vice-Commodore Ryan Bradley.

Councilmembers Marshall, Munns, Hoffmire, Stucky, Armes, and Mayor Pro Tem Hizon provided their respective questions and comments. Councilmember Munns confirmed with City Attorney Evans that her membership in the yacht club was not a monetary interest and that as she was not on the Yacht Club Board, she could vote without recusal on the contract.

**Motion:** Councilmember Hoffmire moved to approve the amended Oak Harbor Yacht Club, Inc. Concession Contract as presented, seconded by Councilmember Munns. The vote on the motion was a tie with Mayor Pro Tem Hizon and Councilmembers Munns and Hoffmire in favor and Councilmembers Marshall, Stucky and Armes voting against. Mayor Severns broke the tie by voting in favor of the motion and approving the amended contract.

Commodore Niiro agreed to submit the Yacht Club's financial reports, as required in their contract, to

Regular Meeting Minutes December 19, 2023

Page 3 of 8

the City as soon as possible.

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

a. Mayor - Mayor Severns provided the following comments and updates:

- **Advisory Boards:** With the Council's recent expansion of the Parks and Recreation and Marina Advisory Commissions, the City has several new positions to fill starting in January. There are also vacancies on the Historic Preservation, Civil Service and Salary Commissions. Citizens may apply on-line.
- **Association of Washington Cities Quality Communities Scholarship:** The AWC Center for Quality Communities (CQC) is now accepting 2024 scholarship nominations for civic-minded young leaders in Washington's cities and towns. Up to three \$3,000 scholarships may be awarded in April 2024 to graduating high school students. Oak Harbor students - submit your applications to the Office of the Mayor by 4:30 p.m. on January 19, 2024.
- **The Washington State Ferries** will hold two virtual community public meetings to provide updates. Jan. 11, 2024 at 12:30 p.m. and Jan. 12, 2024 at 6 p.m. See the WSF Community Participation Page for more information. Meeting participants will be able to ask questions and provide comments and must register to attend – see the links provided online. The day after each meeting, a video recording will be available online on WSF's Community Participation page. Free WiFi access is available.
- **City Offices are closed for Holidays:** City facilities will close 2 hours early on Friday, December 22nd and will be closed on Monday, December 25th. City facilities will also close 2 hours early on Friday, December 29th and will be closed on Monday, January 1st.
- **Upcoming Events:** New Year's Eve Fireworks – The Oak Harbor Chamber of Commerce will present a fireworks display over Oak Bay on December 31st.

b. Councilmembers

Councilmembers Munns, Hoffmire and Mayor Pro Tem Hizon provided their respective comments. Councilmember Munns spoke in support of applying for the AWC scholarship and in support of the local food bank at Help House.

Mayor Pro Tem Hizon and Councilmember Hoffmire both offered thanks to Councilmember Munns for her years of service.

## **6. PUBLIC HEARINGS & MEETINGS**

a. Ordinance No. 1982: End-of Year Budget Amendment No. 4 to the 2023-2024 Biennial Budget

Deputy City Administrator & Finance Director Goldman introduced Finance Manager Webster who reviewed the proposed Ordinance and budget amendments.

Finance Manager Webster thanked Mayor Severns and Councilmember Munns for their service to the community. She explained the City has determined a need to amend and adjust the 2023-2024 biennial budget for the items listed below.

A budget amendment is needed when the overall amount of a fund's budgeted appropriation increases. Amendments require a public hearing and approval of an ordinance. A budget adjustment is the movement of existing budget appropriation within a fund with no increase in the overall fund's budget appropriation.

#### 2023 Amendments:

- \$24,000 to amend the General Fund's (Fund 001) budget to appropriate the purchase of Fire Department bunker gear funded by the FIIRE Initiative Grant awarded August 1, 2023.
- \$103,100 to amend the Equipment Replacement Fund's (Fund 502) budget to appropriate the purchase of the Parks and Recreation Bus authorized by Council on May 2, 2023, primarily funded by replacement funds.

#### 2023 Adjustments:

- \$27,000 use of Senior Center Fund Balance (Fund 129) to fund the purchase of a Parks and Recreation Bus authorized by Council on May 2, 2023.
- \$51,500 use of Marina Fund Balance (Fund 431) to fund Change Order No. 4 with American Construction for repair of boat ramp float authorized at City Council Meeting, September 5, 2023.

#### 2024 Amendments:

- \$366,900 to amend the General Fund's (Fund 001) budget to appropriate funds to create an urban and community management program for the city supporting urban forestry projects authorized by Resolution 23-11 approved May 16, 2023 funded by Urban and Community Forestry Program Grant awarded September 14, 2023.
- \$62,500 to amend the Creative Arts Fund's (Fund 115) budget to appropriate funds for the one-time initial costs per agreement with Oak Harbor Rotary Club for placing a Windmill in Windjammer Park authorized at Council Meeting, August 2, 2023, as follows:
  - \$49,500 contribution to the Rotary Club toward towards the Windmill Project,
  - \$7,000 permit fees, and
  - \$6,000 water and sewer system development charges.
- \$325,000 to amend Civic Improvement Fund's (Fund 116) budget to appropriate funds for the 2024 Lodging Tax Grant expenditures as authorized at the Council Meeting, August 15, 2023, funded by lodging tax revenues.
- \$30,000 to amend Civic Improvement Fund's (Fund 116) budget to appropriate funds for the increase of the 2024 annual contribution to the Island County Joint Tourism Fund as authorized at the Council Meeting, August 15, 2023 funded by lodging tax revenues.

#### 2024 Adjustments:

- \$5,500 use of Senior Center Fund Balance (Fund 129) to fund the yearly repair and maintenance costs of a Parks and Recreation Bus authorized by Council on May 2, 2023.
- \$10,000 use of Senior Center Fund Balance (Fund 129) to fund the yearly replacement costs of a Parks and Recreation Bus authorized by Council on May 2, 2023.

Mayor Severns opened the public hearing. He confirmed no public comments had been received. Hearing no one with an interest in speaking on this item, the public hearing was closed.

Councilmembers Munns, Marshall and Stucky provided their respective questions and comments City Administrator Oborn, Parks and Recreation Director Smith, and Deputy City Administrator & Finance Director Goldman all responded to questions.

**Motion:** Councilmember Marshall moved to adopt Ordinance No. 1982: Budget Amendment No. 4, amending the 2023-2024 Biennial Budget and adopting an updated wage and salary schedule and plan of classification. The motion was seconded by Councilmember Hoffmire and carried unanimously.

## 7. ORDINANCES & RESOLUTIONS

None.

## 8. CONTRACTS & AGREEMENTS

- a. Approval of Chief of Police Employment Contract with Interim Chief Anthony Slowik

Mayor Severns praised the service of recently retired Chief of Police Kevin Dresker, and the importance of the selection of a Chief of Police. He stated his recommendation that the City enter into an employment contract with Captain Anthony “Tony” Slowik to assume the position of Chief of Police. Captain Slowik is currently serving as Interim Chief of Police, following the retirement of Chief Kevin Dresker. Mayor Severns noted Captain Slowik is a highly trained and skilled officer and has served the City of Oak Harbor for over 20 years, the last 7 of which working closely with Chief Dresker. Captain Slowik has also served for more than 27 years in the United States Coast Guard. Mayor Severns noted he had spoken with and had support from union representatives and had also received the full endorsement of Mayor-elect Wright in proposing Captain Slowik serve as the next Chief of Police and for entering into the attached employment agreement, which has been reviewed by the City Attorney. If approved by the Council, a date will be set for swearing in Captain Slowik as Chief of Police for the City of Oak Harbor.

Mayor Severns noted the City received one submitted public comment in advance of the meeting from John Dyer, former Oak Harbor police officer, in favor of approving the employment agreement with Interim Chief Slowik. That comment was displayed.

Mayor Severns called for any other public comments.

1. Ms. Sandi Peterson of Oak Harbor spoke against the approval of the employment agreement, believing an outside search should be conducted and objections to Interim Captain Slowik.
2. Mayor-Elect Ronnie Wright spoke to offer his full support of the employment agreement, noting he too had met with representatives of the Police union and the department.
3. Fire Department Chief Ray Merrill spoke in favor of the employment agreement, citing the importance of the working relationship between the Fire and Police Departments, and his full support of Interim Captain Slowik

Councilmembers Hoffmire, Stucky, Munns, Armes, Marshall and Mayor Pro Tem Hizon provided their respective questions and comments.

**Motion:** Councilmember Munns moved to approve an employment contract for Interim Chief Anthony “Tony” Slowik to assume the position of Chief of Police for the City of Oak Harbor and authorizing the Mayor to sign the contract. Mayor Pro Tem Hizon seconded the motion, which carried unanimously.

b. Contract Amendment No. 3 with Gray and Osborne, Inc. for On-Call Water Services

Project Manager Arvidson reviewed the contract amendment. He explained there are a number of capital projects identified to improve the water system throughout the City. In May of 2022 the City retained Gray and Osborne to provide on-call engineering services to implement these projects, many of which involve replacing aging asbestos cement (AC) pipes and steel pipes. The Capital Plan also identifies a wide variety of water improvements in the next 5 years. Three water main replacement projects intended for construction in the summer of 2023 were delayed until the summer of 2024. These projects are essentially designed with the intention of constructing the improvements in the summer of 2024.

In reviewing the projects, staff would like to add approximately 1000 linear feet of adjacent water mains to facilitate construction in the area and to take advantage of the current cost environment. These extensions required additional surveying and design. Gray and Osborne will provide engineering services on a time and materials basis including survey, design, permitting, report preparation, specifications/drawing production, bidding support, and project management. If approved, the contract amount with the On-Call Engineering Services for Water Projects would increase by \$33,800.00, increasing the total contract amount from \$495,190.00 to \$528,990.00.

Mayor Severns confirmed no comments had been received from the public.

Councilmembers Marshall and Munns provided their respective questions and comments.

**Motion:** Councilmember Stucky moved to authorize the Mayor to sign Professional Service Amendment No. 3 with Gray and Osborne, Inc. for On-Call Engineering Services for Water Projects increasing the contract amount by \$33,800.00, increasing the total contract amount from \$495,190.00 to \$528,990.00. Councilmember Munns seconded the motion, which passed unanimously.

## 9. OTHER ITEMS FOR CONSIDERATION

### a. City Council 2024 Calendar

City Administrator Oborn reviewed the proposed Council calendar for 2024. Each December, the City Council sets its meeting calendar for the following year. Staff has reviewed all dates to include adjustments for conferences and holidays. The Council holds just one regular meeting and one workshop meeting during the months of June and July each year, and this is reflected in the proposed 2024 Council calendar, as is not holding a workshop meeting in December, due to its proximity to the holidays.

At the request of the Council, the first regular August meeting, which is moved annually due to National Night Out, has been scheduled for the following week in order to not conflict with the Summer Concert Series. The Council may also make edits to their calendar as needed during the year. This calendar is provided to the Whidbey News Times for publication.

Mayor Severns confirmed no public comments had been received.

Councilmember Hoffmire provided his respective comments.

**Motion:** Councilmember Marshall moved to approve the 2024 City Council Calendar. The motion was seconded by Councilmember Hoffmire and passed unanimously.

### b. Resolution 23-34: Approving Legislative Priorities for 2024

Executive Services Administrator Combs reviewed the legislative priorities for 2024 as discussed by the Council. Staff presented draft legislative priorities at the November 29, 2023 Council workshop, and did a follow-up presentation with revisions per Council comments at the December 5, 2023 Council meeting. The priorities are unchanged from the December 5<sup>th</sup> meeting and presented for Council approval.

Mayor Severns confirmed no public comments had been received. There were no additional comments or questions from the Council.

**Motion:** Councilmember Munns moved to approve Resolution 23-34: Establishing the City of Oak Harbor's 2024 Washington State Legislative Priorities, seconded by Councilmember Hoffmire. The vote on the motion passed unanimously.

Councilmember Munns asked that the approved priorities be sent right away to the Association of Washington Cities.

## 10. REPORTS & DISCUSSION ITEMS

### a. County Wide Planning Policies Update

As requested by staff, this update was postponed to a later date.

Regular Meeting Minutes December 19, 2023

Page 7 of 8

## 11. EXECUTIVE SESSION

- a. Executive Session: To discuss with legal counsel representing the agency, litigation of potential litigation per RCW 42.30.110 (1) (i).

Mayor Severns announced the Council would take a five-minute recess and then move into executive session to discuss, with legal counsel, litigation, or potential litigation. The executive session was estimated to be for ten minutes and action might or might not be taken upon return to the open session. Executive sessions are not open to the public.

The Council entered into executive session at 8:03 p.m. At 8:13 p.m. the Council came out of executive session and resumed the open session of the meeting. Mayor Severns noted no action would be taken on the matter discussed.

### Adjourn

**Motion:** There being no further business, Mayor called for a motion to adjourn. Councilmember Munns moved to adjourn, seconded by Mayor Pro Tem Hizon. The motion was approved by a unanimous vote, therefore the meeting adjourned at 8:14 p.m.

Certified by Julie Nester, City Clerk

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

Bill No. 4.b. .

Date: January 2, 2024

Subject: Approval of Payroll and  
Accounts Payable Vouchers

**FROM: Finance - Accounts Payable, Human Resources - Payroll**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Approval of Accounts Payable Vouchers and Payroll Checks - See Voucher numbers listed in attachments and Check numbers listed on the agenda bill. Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (Vouchers) payment. The determination that supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate signatures.

**BACKGROUND / SUMMARY INFORMATION**

**Accounts Payable - Voucher Lists**

12/27/2023

Voucher #104 totaling 1,301.00 (Voucher List cpi 6)

12/22/2023

Voucher #103 totaling \$84,750.73 (Voucher List dor-oct)

12/22/2023

Checks #195151-195205 totaling \$1,298,515.27 (Voucher List 12c)

12/18/2023

Voucher #102 totaling \$11,231.67 (Voucher List 12c.cc)

12/15/2023

Checks #195129-195150 totaling \$98,429.79 (Voucher List 12b)

**Payroll**

**Semi**

Direct Deposit: #6716-668665 \$369,171.80

Checks #103211-103232 \$443,392.96

EFT #: 1682-1685 \$142,390.18

\$954,954.94

**Monthly**

Direct Deposit #66866-66891 \$34,353.77

EFT # 1675-1677 \$7714.86

Checks #103233-103243 \$13,853.26

\$55,921.89

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Voucher List cpi 6](#)
2. [Voucher List 12b](#)
3. [Voucher List 12c.cc](#)
4. [Voucher List 12c](#)
5. [Voucher List dor-oct](#)

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104	12/1/2023	0000950 LICENSING, WASHINGTON STATE DEPT OF	112823		CONCEALED PISTOL LICENSE	1,391.00	
<b>Total :</b>						<b>1,391.00</b>	
1 Vouchers for bank code :		bank				<b>Bank total :</b>	<b>1,391.00</b>
1 Vouchers in this report					<b>Total vouchers :</b>	<b>1,391.00</b>	

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195129	12/15/2023	0011267 ARAUJO, NICO	Ref000306507		UB Refund Cst #00180335	71.45
<b>Total :</b>						<b>71.45</b>
195130	12/15/2023	0004019 ASSOCIATED PETROLEUM PRODUCTS	23-967508 23-973312		DIESEL & GAS DIESEL & GAS	7,867.47 6,898.33
<b>Total :</b>						<b>14,765.80</b>
195131	12/15/2023	0000668 AUTO VALUE	77-00157738		LAWN & GARDEN BELT	34.83
<b>Total :</b>						<b>34.83</b>
195132	12/15/2023	0004733 BARRON HEATING & AIR COND, INC	169180234 183440976		FURNACE - LOW VOLTAGE FUSES KITCHEN AIR HOOD/EXHAUST FAN	587.95 645.44
<b>Total :</b>						<b>1,233.39</b>
195133	12/15/2023	0011268 CERENECHÉ, MATT ROLAND	Ref000306508		UB Refund Cst #00183085	34.61
<b>Total :</b>						<b>34.61</b>
195134	12/15/2023	0006276 EXPRESS SERVICES, INC	29902708 29925020		ADMIN ASSISTANT (JW) ADMIN ASSISTANT (JW)	424.21 260.66
<b>Total :</b>						<b>684.87</b>
195135	12/15/2023	0006206 FIRE CHIEF EQUIPMENT	0918157 0918158 0918178		GAL KITCHEN SYSTEM MAINT FIRE EXTINGUISHER MAINT FIRE EXTINGUISHER MAINT	857.68 614.48 1,721.99
<b>Total :</b>						<b>3,194.15</b>
195136	12/15/2023	0000329 GALLS	026052505		BLK 9.5 R SALOMON SHOES	181.49
<b>Total :</b>						<b>181.49</b>
195137	12/15/2023	0009277 GOUVEIA, MARGARET	Ref000306505		UB Refund Cst #00176099	224.76
<b>Total :</b>						<b>224.76</b>
195138	12/15/2023	0011261 HANSEN, CHARLES/NORDEA S	Ref000306500		UB Refund Cst #00122246	195.35
<b>Total :</b>						<b>195.35</b>
195139	12/15/2023	0011263 HERR, CLIFFORD/MARILYN	Ref000306502		UB Refund Cst #00146246	182.62

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195139	12/15/2023	0011263 0011263 HARR, CLIFFORD/MARILYN	(Continued)			<b>Total : 182.62</b>
195140	12/15/2023	0010634 KENYON DISEND, PLLC	1093956 1093957 1093958		GENERAL CITY ATTY ADVICE GENERAL CITY ATTY ADVICE GENERAL CITY ATTY ADVICE	13,043.00 458.50 299.00 <b>Total : 13,800.50</b>
195141	12/15/2023	0000660 MARKET PLACE FOOD & DRUG, SAAR'S	007077		GROCERIES	35.31 <b>Total : 35.31</b>
195142	12/15/2023	0005266 MOFFATT & NICHOL ENGINEERS	00781445 00782920 00783787		MARINA DREDGING MARINA STORM DAMAGE REPAIRS MARINA DREDGING	29,886.25 530.00 31,817.25 <b>Total : 62,233.50</b>
195143	12/15/2023	0011265 PORTNER, EUGENE	Ref000306504		UB Refund Cst #00174416	211.16 <b>Total : 211.16</b>
195144	12/15/2023	0011266 STRAITON, JOSHUA/ASHLEY	Ref000306506		UB Refund Cst #00179671	16.01 <b>Total : 16.01</b>
195145	12/15/2023	0011264 THORNE, GERALD	Ref000306503		UB Refund Cst #00165299	182.62 <b>Total : 182.62</b>
195146	12/15/2023	0008089 TYLER BUSINESS FORMS	87060		BOX W-2 & SELF-SEAL ENVELOPES	610.13 <b>Total : 610.13</b>
195147	12/15/2023	0000926 USABLUBOOK	INV00034841		HACH TENSETTE PIPET	454.19 <b>Total : 454.19</b>
195148	12/15/2023	0011262 WIGGINS, MICHAEL	Ref000306501		UB Refund Cst #00123074	15.84 <b>Total : 15.84</b>
195149	12/15/2023	0011269 WILLIAMS, MARSHALL	Ref000306509		UB Refund Cst #00183855	7.21 <b>Total : 7.21</b>
195150	12/15/2023	0006775 WORKSAFE SERVICE, INC	2023-11738		DRUG TEST	60.00

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195150	12/15/2023	0006775	0006775 WORKSAFE SERVICE, INC		(Continued)	<b>Total : 60.00</b>
22 Vouchers for bank code : bank						<b>Bank total : 98,429.79</b>
22 Vouchers in this report						<b>Total vouchers : 98,429.79</b>

Voucher List  
 City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
102	12/18/2023	0004903 US BANK	4485590004137259		CREDIT CARD PURCHASES	42.58
			4485590005638313		CREDIT CARD PURCHASES	34.87
			4485590005859109		CREDIT CARD PURCHASES	285.00
			4485590006499442		CREDIT CARD PURCHASES	342.76
			4485590006961656		CREDIT CARD PURCHASES	53.78
			4485590007073642		CREDIT CARD PURCHASES	429.02
			4485590007177278		CREDIT CARD PURCHASES	73.71
			4485590007394204		CREDIT CARD PURCHASES	2,542.83
			4485591002298200		CREDIT CARD PURCHASES	14.16
			4485591002332199		CREDIT CARD PURCHASES	146.28
			4485591002867830		CREDIT CARD PURCHASES	369.37
			4485591002886129		CREDIT CARD PURCHASES	1,418.40
			4485591003114141		CREDIT CARD PURCHASES	5,478.91
<b>Total :</b>						<b>11,231.67</b>

1 Vouchers for bank code : bank

Bank total : 11,231.67

1 Vouchers in this report

Total vouchers : 11,231.67

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195151	12/21/2023	0000066 AWC EMPLOYEES BENEFITS TRUST	12302023		AWC JANUARY2024 PREMIUMS LTD/E/	3,909.51
					<b>Total :</b>	<b>3,909.51</b>
195152	12/22/2023	0010560 ALL PRO BUILDING MAINTENANCE	54388		JANITORIAL SERVICES	5,529.00
					<b>Total :</b>	<b>5,529.00</b>
195153	12/22/2023	0009090 AMAZON CAPITAL SERVICES, INC	14F6-3WMG-RFF3 1JL4-Y7QK-6TYC		WELLNESS SUPPLIES HOT COCOA MIX	499.83 451.91
					<b>Total :</b>	<b>951.74</b>
195154	12/22/2023	0011272 AMERICAN FLOOR MATS	1680422		GRITSTRIP ALUMINUM STAIR TREADS	258.00
					<b>Total :</b>	<b>258.00</b>
195155	12/22/2023	0000042 ANACORTES, CITY OF	900-9080-00		WATER PURCHASE	283,581.00
					<b>Total :</b>	<b>283,581.00</b>
195156	12/22/2023	0000050 ARAMARK	25797124 25899640		CARH F DEFENDER JACKET INSULATED JACKET	-103.54 179.82
					<b>Total :</b>	<b>76.28</b>
195157	12/22/2023	0007807 BLIND ENTERPRISES	6660		MERROW-VELCRO	16.00
					<b>Total :</b>	<b>16.00</b>
195158	12/22/2023	0000150 CASCADE NATURAL GAS	58793000009		NATURAL GAS	539.05
					<b>Total :</b>	<b>539.05</b>
195159	12/22/2023	0010690 CLEARSTAR, INC	1479477		EMPLOYEE SCREENING	875.35
					<b>Total :</b>	<b>875.35</b>
195160	12/22/2023	0010703 COLD WATER DIVING	174		SETUP HOURLY LABOR RATE	1,308.00
					<b>Total :</b>	<b>1,308.00</b>
195161	12/22/2023	0010919 DARBONNIER TACTICAL SUPPLY LLC	29060 31192 31303 31871 31899		STRYKE PANT UNIFORM/ATAC 2.0 SHIELD ATAC 2.0 SHIELD UNIFORMS JOB SHIRT	62.61 784.59 131.90 417.08 326.21

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195161	12/22/2023	0010919 DARBONNIER TACTICAL SUPPLY LLC	(Continued) 31900		ATAC 2.0 SHIELD	131.90
					<b>Total :</b>	<b>1,854.29</b>
195162	12/22/2023	0011122 DELAY, LAWRENCE CURT	102623 121323		INVOICE FOR OCTOBER 2023	270.00
					INVOICE FOR DECEMBER 2023	330.00
					<b>Total :</b>	<b>600.00</b>
195163	12/22/2023	0000247 DIAMOND SITE SERVICES	1-617710-24		PORTABLES-CONSTRUCTION #860	140.00
					<b>Total :</b>	<b>140.00</b>
195164	12/22/2023	0000257 DUTCH MAID CLEANERS	220/55037795		PD CLEANING/SEWING/ALTERATION O	36.52
					<b>Total :</b>	<b>36.52</b>
195165	12/22/2023	0000273 EDGE ANALYTICAL, INC	23-31642 23-34492		AMMONIA	289.00
					FECAL COLIFORM ANALYSIS	63.00
					<b>Total :</b>	<b>352.00</b>
195166	12/22/2023	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 000-945052-10-7			BENEFIT CHARGE Q4	3,363.24
					<b>Total :</b>	<b>3,363.24</b>
195167	12/22/2023	0006276 EXPRESS SERVICES, INC	29983296 30015677		ADMIN ASSISTANT (JW)	694.70
					ADMIN ASSISTANT (JW)	275.56
					<b>Total :</b>	<b>970.26</b>
195168	12/22/2023	0000326 FRONTIER BUILDING SUPPLY	1075338		4X8 TREATED UC4A GROUND CONTAC	85.26
					<b>Total :</b>	<b>85.26</b>
195169	12/22/2023	0000329 GALLS	026228478 026232491 026232944		LIGHTS - NIGHT XTREME	4,866.80
					BOOTS - BLK 10 R SALOMON	181.49
					BOOTS - 9.5 R SALOMON	-176.04
					<b>Total :</b>	<b>4,872.25</b>
195170	12/22/2023	0004048 GEOTEST SERVICES, INC	88491		WEST WHIDBEY AVE UTILITY IMPROVE	2,675.75
					<b>Total :</b>	<b>2,675.75</b>
195171	12/22/2023	0000349 GRAINGER	9894695684		WEB SLING TYPE 4	198.32

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195171	12/22/2023	0000349 0000349 GRAINGER			(Continued)	<b>Total : 198.32</b>
195172	12/22/2023	0000345 GREATER OAK HBR CHAMBER OF COM	30505		CITY 2% MARKETING GRANT	9,900.10
						<b>Total : 9,900.10</b>
195173	12/22/2023	0002747 GUARDIAN SECURITY	1416105		AES RADIO MONITORING - MARINA	327.00
			1416106		ALARM MONITORING - CITY HALL	83.38
			1432817		ANNUAL FIRE ALARM INSPECTION -TE	542.60
			1432823		ANNUAL ALARM INSPECTION - MARIN/	542.60
			1432831		ALARM MONITORING	640.10
						<b>Total : 2,135.68</b>
195174	12/22/2023	0000415 ISLAND DISPOSAL	7863527S144		RECYCLING CHARGES-NOVEMBER	15,942.11
						<b>Total : 15,942.11</b>
195175	12/22/2023	0009092 KELLEY CONNECT CO.	2917848-01		MIN. LEASE PAYMENT	148.67
			2917848-02		MIN. LEASE PAYMENT	255.56
			2917848-03		MIN. LEASE PAYMENT	148.67
			2917848-04		MIN. LEASE PAYMENT	148.67
			2917848-05		MIN. LEASE PAYMENT	257.54
			3304452-R		MIN. LEASE PAYMENT	41.39
			5098145		LEASE PAYMENT 020-0105359-002	1,758.51
						<b>Total : 2,759.01</b>
195176	12/22/2023	0010634 KENYON DISEND, PLLC	1094070		GENERAL CITY ATTY ADVICE	9,293.96
			1094071		GENERAL CITY ATTY ADVICE	983.78
			1094073		CODE ENFORCEMENT- GUADALUPE W	142.00
						<b>Total : 10,419.74</b>
195177	12/22/2023	0000476 KERR, JACK	11-23		PUBLIC DEFENSE SCREENING	1,600.00
						<b>Total : 1,600.00</b>
195178	12/22/2023	0000889 LANGUAGE EXCHANGE	428390		SPANISH INTERPRETER	456.00
						<b>Total : 456.00</b>
195179	12/22/2023	0000979 LES SCHWAB	41400694464		RETREAD TIRE	1,448.27
						<b>Total : 1,448.27</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195180	12/22/2023	0000589 MUNICIPAL RESEARCH SERVICES	69218		MRSC ROSTERS	2,775.00
<b>Total :</b>						<b>2,775.00</b>
195181	12/22/2023	0010998 NAVEX GLOBAL, INC., DBA NAVEX	INV-690831		1 COURSE SUBSCRIPTION - LMS HOS	4,005.76
<b>Total :</b>						<b>4,005.76</b>
195182	12/22/2023	0008819 NEPTUNE BENSON, INC	9000072512		LAMP 800W	17,576.30
<b>Total :</b>						<b>17,576.30</b>
195183	12/22/2023	0000610 NORTH CENTRAL LABORATORIES	495932		SEWAGE TRT PLANT TESTS	2,450.82
<b>Total :</b>						<b>2,450.82</b>
195184	12/22/2023	0000629 NORTH COAST ELECTRIC COMPANY	S011889718.001 S013021236.001		A-B 20-750 AC DRIVE ETHERNET HARC A-B 193-EXP-DIO 120VAC DIGITAL EXP	1,366.66 1,143.08
<b>Total :</b>						<b>2,509.74</b>
195185	12/22/2023	0009666 NORTHWEST MOBILE FLAGGING, ACADEMY 3514			FLAGGER CERTIFICATION	820.00
<b>Total :</b>						<b>820.00</b>
195186	12/22/2023	0000672 OAK HARBOR ACE	358736 358797		STEP DRLBIT #8 HOSE FLEXOGEN	135.29 45.77
<b>Total :</b>						<b>181.06</b>
195187	12/22/2023	0008456 OAK HARBOR MAIN STREET ASSOC	120423		LTAC GRANT AWARD REIMBURSEMEN	16,250.00
<b>Total :</b>						<b>16,250.00</b>
195188	12/22/2023	0001218 PBYP MEMORIAL FOUNDATION	20 21		SUPPORTING OPERATION OF PBYP SUPPORTING OPERATION OF PBYP	2,380.00 2,380.00
<b>Total :</b>						<b>4,760.00</b>
195189	12/22/2023	0000710 PLATT ELECTRIC SUPPLY, INC	4N61143		BOD BATTERY	361.56
<b>Total :</b>						<b>361.56</b>
195190	12/22/2023	0003544 PUBLIC RECORDS OFFICERS, WASHINGTON	8262 8717 8743 9067		WAPRO MEMBERSHIP - KIM P WAPRO MEMBERSHIP - LACEY LUTZ WAPRO MEMBERSHIP - ALANNA L WAPRO MEMBERSHIP - MACALLE	25.00 25.00 25.00 25.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195190	12/22/2023	0003544	0003544 PUBLIC RECORDS OFFICERS, WASHIN (Continued)			<b>Total : 100.00</b>
195191	12/22/2023	0000743	PUGET SOUND ENERGY			
			200000136776		ELECTRICITY/1301 SE CATALINA DR	45.76
			200000947859		ELECTRICITY/CITY SHOP	3,385.16
			200001884218		ELECTRICITY/1888NE 5TH AVE PU	16.58
			200002036719		ELECTRICITY/34777 STATE ROUTE	59.08
			200002037261		ELECTRICITY/1780 SE SPRINGFIELD	11.58
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.80
			200003267636		ELECTRICITY/1000 SE IRELAND ST	18.47
			200004342099		ELECTRICITY/650 NE 7TH AVE SEW	10.80
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD	100.87
			200004856627		ELECTRICITY/1577 NW 8TH AVE	11.33
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	10.21
			200007702943		ELECTRICITY/700 AVE W & MIDWAY	131.56
			200007824192		ELECTRICITY/75 SE JEROME ST	120.89
			200008386993		ELECTRICITY/FABER ST & HARVEST	10.83
			200008816189		ELECTRICITY/ANNEX	52.94
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	161.09
			200010530240		ELECTRICITY/651 SE BAYSHORE DR	64.38
			200010531172		ELECTRICITY/1300 NE BIG BERRY	10.83
			200010531354		ELECTRICITY/1500 S BEEKSMA DR	169.99
			200010531941		ELECTRICITY/800 SE DOCK ST	346.43
			200010699706		ELECTRICITY/1500 S BEEKSMA DR	76.91
			200011316839		ELECTRICITY/SR 20 & 650 AVE W	491.73
			200011551930		ELECTRICITY/ADULT DAY CARE CENTE	67.82
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.32
			200012278087		ELECTRICITY/FIRE STATION	1,300.56
			200012838765		ELECTRICITY/1199 E PIONEER WAY	24.02
			200013370750		ELECTRICITY/MARINA	3,435.26
			200013734963		ELECTRICITY/672 CHRISTIAN RD P	1,331.81
			200013968405		ELECTRICITY/1540 SE PIONEER WAY	94.75
			200014596478		ELECTRICITY/CITY HALL	1,102.30
			200015618321		ELECTRICITY/600 NE 7TH AVE	158.14
			200015685833		ELECTRICITY/287 SE CABOT DR SW	84.38
			200017255619		ELECTRICITY/690 SW HELLER ST W	745.73
			200017575347		ELECTRICITY/1367 NW CROSBY AVE	83.40
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD	95.24

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195191	12/22/2023	0000743	PUGET SOUND ENERGY		(Continued)	
			200017853025		ELECTRICITY/2081 NE 9TH AVE SW	11.27
			200017968427		ELECTRICITY/POLICE STATION	1,451.62
			200019043344		ELECTRICITY/90 SE PIONEER WAY	35.23
			200019500517		ELECTRICITY/137 NW KATHLEEN D	58.79
			200020179194		ELECTRICITY/626 CHRISTIAN RD	58.26
			200020235012		ELECTRICITY/SENIOR CENTER	1,529.21
			200022441113		ELECTRICITY/980 SW MCCROHAN ST	93.22
			200023231067		ELECTRICITY/945 E WHIDBEY AVE	35.58
			200023360569		ELECTRICITY/700 NW HELLER ST T	55.05
			200024715845		ELECTRICITY/1285 NE TAFTSON ST	38.70
			200025075157		ELECTRICITY/33500 STATE ROUTE	180.55
			220002244337		ELECTRICITY/END GUN CLUB RD	63.73
			220005593946		ELECTRICITY/1770 NE GOLDIE ST	15.09
			220007681624		ELECTRICITY/2900 N OAK HARBOR	14.21
			220010389959		ELECTRICITY/1375 SE CITY BEACH	33,608.14
			220015477015		ELECTRICITY/1090 SE PIONEER WAY	181.30
			220019185945		ELECTRICITY/1501 S BEEKSMA DR	714.57
			220021979996		ELECTRICITY/32460 STATE ROUTE	21.33
			220031532249		ELECTRICITY/1370 SE DOCK ST	116.68
			300000005003		ELECTRICITY/PARKS	132.55
			300000007421		ELECTRICITY/STREET LIGHTS	2,100.70
			300000010409		ELECTRICITY/PARKS	59.55
					<b>Total :</b>	<b>54,427.28</b>
195192	12/22/2023	0000911	RON TURLEY ASSOCIATES, INC	66042	ANNUAL SAAS RENEWAL FEE	9,193.06
					<b>Total :</b>	<b>9,193.06</b>
195193	12/22/2023	0000843	SOLID WASTE SYSTEMS, INC	0163488-IN	NUT	35.57
					<b>Total :</b>	<b>35.57</b>
195194	12/22/2023	0000846	SOUND PUBLISHING, INC	WNT987312	CITY NOTICES	109.50
				WNT987676	CITY NOTICES	159.00
					<b>Total :</b>	<b>268.50</b>
195195	12/22/2023	0003883	STAPLES BUSINESS ADVANTAGE	3553971326	OFFICE SUPPLY - FOAM CLEANER	57.00

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195195	12/22/2023	0003883	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)		<b>Total : 57.00</b>
195196	12/22/2023	0000856	STATE AUDITOR'S OFFICE	L157926	2022 AUDIST COST ALLOCATION (NO. 5	48,651.65
						<b>Total : 48,651.65</b>
195197	12/22/2023	0008470	STEAM WEB HOSTING	6696	WORDPRESS WEBSITE HOSTING	24.95
				6798	WORDPRESS WEBSITE HOSTING	24.95
				6893	WORDPRESS WEBSITE HOSTING	24.95
				6993	WORDPRESS WEBSITE HOSTING	24.95
				7089	WORDPRESS WEBSITE HOSTING	24.95
				7204	WORDPRESS WEBSITE HOSTING	24.95
				7305	WORDPRESS WEBSITE HOSTING	24.95
				7408	WORDPRESS WEBSITE HOSTING	24.95
				7606	WORDPRESS WEBSITE HOSTING	24.95
				7699	WORDPRESS WEBSITE HOSTING	24.95
				8315C	WORDPRESS WEBSITE HOSTING	-39.90
						<b>Total : 209.60</b>
195198	12/22/2023	0011260	STOWE DEVELOPMENT & STRATEGIES	OAK HARBOR CDA 002	DEV STRAT MEETING	662.50
						<b>Total : 662.50</b>
195199	12/22/2023	0000287	TYLER TECHNOLOGIES, INC	045-444376	WEB SERVER MIGRATION	300.00
				045-445589a	2024 MAINTENANCE SUPPORT	91,083.20
				045-448014	SERVER MIGRATION CUTOVER RM090	100.00
						<b>Total : 91,483.20</b>
195200	12/22/2023	0001052	WASHINGTON STATE PATROL	I2402917	BACKGROUND CHECKS	180.00
						<b>Total : 180.00</b>
195201	12/22/2023	0000245	WASTEQUIP	20INV000477176	4 & 6 YD DUMPSTERS - LID LOCK	21,206.16
						<b>Total : 21,206.16</b>
195202	12/22/2023	0004644	WESTERN SAFETY PRODUCTS, INC	229347-1	REMOVABLE BOLLARD W/ LOCK	15,153.04
						<b>Total : 15,153.04</b>
195203	12/22/2023	0001039	WESTERN TRUCK CENTER	026p50733	POWER WINDOW JUMPER	410.55
				PRF116250-M1	GARBAGE TRUCK PURCHASE	407,954.01
				PRF118623-M1	GARBAGE TRUCK PURCHASE	239,407.68

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195203	12/22/2023	0001039 0001039 WESTERN TRUCK CENTER	(Continued)			<b>Total : 647,772.24</b>
195204	12/22/2023	0011273 WINATA, KRISTA DAWN	230712		PLAQUES ENGRAVED	270.32
						<b>Total : 270.32</b>
195205	12/22/2023	0000355 ZIPLY FIBER	360-675-1447		CURRENT PHONE CHARGES - SR CTR	228.33
			360-675-3121		CURRENT PHONE CHARGES	73.85
						<b>Total : 302.18</b>
<b>55 Vouchers for bank code : bank</b>						<b>Bank total : 1,298,515.27</b>
<b>55 Vouchers in this report</b>						<b>Total vouchers : 1,298,515.27</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103	11/28/2023	0000960 REVENUE, WASHINGTON STATE DEPT OF	10/31/2023		EXCISE TAX	84,750.73	
<b>Total :</b>						<b>84,750.73</b>	
1 Vouchers for bank code :		bank				<b>Bank total :</b>	<b>84,750.73</b>
1 Vouchers in this report					<b>Total vouchers :</b>	<b>84,750.73</b>	

City of Oak Harbor  
City Council Agenda Bill

Bill No. 4.c.

Date: January 2, 2024

Subject: Purchase Authorization-  
Godwin Pump Replacement

**FROM: Sandra Place, Central Services Manager**

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

- ⊙ Ronnie Wright, Incoming Mayor
- ⊙ Blaine Oborn, City Administrator
- ⊙ David Goldman, Finance Director
- ⊙ Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing staff to purchase one (1) Godwin CD150S Dri-Prime CD150S Pump for \$68,437.00, utilizing HGAC Contract CM02-21, from Xylem Dewatering Solutions, Inc.

**BACKGROUND / SUMMARY INFORMATION**

The 2023-2024 biennial budget includes funds to replace one (1) 2005 Screw Sucker Pump. This pump was purchased for the sewer lagoons before the Clean Water Facility was built and is designed to pump flat lines. It is not meant to push uphill, which the city currently needs for redundancy and due to growth in areas around the city. In addition, there is no longer a need for this pump now that staff no longer operate the lagoons. Staff tried to sell this pump to the Navy, but they declined the offer.

The proposed replacement pump is vital for both the sewer and storm drain division and allows staff to maintain and regulate the heavy rainfall combined with high tides, especially on Highway 20, so it does not flood. This pump diverts flow and controls emergency plug-ups by bypassing manholes. In addition, all our lift stations have bypass pumps for capacity issues and pump failures; this pump is used as a secondary pump system as needed.

Staff proposes using our cooperative purchasing agreement with HGACBuy, which the City Council approved on December 19, 2023. Utilizing this co-op will fulfill our bidding obligations as required by the city ordinances and save costs by allowing HGACBuy to perform the bidding process.

*Funding:* The funding for this replacement has been set aside in the Equipment Rental Replacement Fund.

<b>DESCRIPTION</b>	<b>BUDGETED AMOUNT</b>	<b>FUNDS AVAILABLE</b>	<b>FUNDS NEEDED</b>
#E-43 2005 Sucker Pump	\$80,000.00	\$85,828.00	\$ 68,437.00

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Sufficient funding is available in the replacement fund.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Xylem Sales Quote 120020904](#)
2. [Godwin CD150S Datasheet](#)
3. [PowerPoint Presentation](#)

December 11, 2023

Mr. Ken Riley  
City of Oak Harbor  
865 SE BARRINGTON DR  
Oak Harbor, WA 98277-3280

Phone: 360-279-4755  
Email: kriley@oakharbor.org

**RE: HGAC New CD150S CS  
Sale Quotation 120020904**

Dear Mr. Riley:

Thank you for your interest in Xylem Dewatering Solutions for your pumping equipment needs. Xylem is proud to offer you our quality products, services, and solutions.

Xylem is providing you with a quote for the purchase of a Godwin CD150S CS Diesel Driven Dri-Prime Pump. This pump will be trailer mounted with 6-inch Cam Lock fittings and include a set of mechanical float switches.

\*Below pricing is based on HGAC contract # CM02-21\*

Sincerely,

Charles Bacon  
Outside Sales Representative

CB / tm

**SALE QUOTATION**

*HGAC Contract CM02-21*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
<b>Contract Items:</b>				
A	1	Dri-Prime CD150S Critically	\$ 53,751.75	\$ 53,751.75
		<ul style="list-style-type: none"> <li>• Silenced Sound Attenuated Enclosure</li> <li>• 6" 150# Flange Suction and Discharge</li> <li>• Isuzu 4LE2X FT4 Diesel Engine with FST</li> <li>• Global Series 6 Skid-mounted,</li> <li>• Spill Containment, 110% Fuel Containment</li> <li>• <b>Pump Options</b> <ul style="list-style-type: none"> <li>• 6" FCG x 150#FL Mounting Kit</li> <li>• Mounted on Suction</li> <li>• 6" MCG x 150#FL Mounting Kit</li> <li>• Mounted on Discharge</li> </ul> </li> </ul>		
			337.50	337.50
			259.50	259.50
<b>*With purchase of above pump(s), Xylem recommends purchasing the PM Service item(s) listed below:</b>				
	1	KTCD150ARS25 CD150S 1-2 yr Recommended Spares Kit	1,498.00	1,498.00
B	1	Global Series 6 Trailer Kit	4,418.25	4,418.25
		<ul style="list-style-type: none"> <li>• with Bolt on Tongue, Fenders,</li> <li>• Axle with Electric Brakes,</li> <li>• and Wiring Harness</li> <li>• Fits N32-10374</li> </ul>		
C	1	PrimeGuard Float Set	450.75	450.75
		<ul style="list-style-type: none"> <li>• w/ 65' Mechanical Floats</li> </ul>		
<b>Open Market Items:</b>				

**THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.**

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

**SALE QUOTATION**

*HGAC Contract CM02-21*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Factory Freight - Estimate Only	\$ 3,000.00	\$ 3,000.00

**Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.**

**A signed copy of this Quotation is acceptable as a binding contract.**

<b>Signature:</b>	<b>Name:</b>
<b>Company/Utility:</b>	<b>(PLEASE PRINT)</b>
<b>Address:</b>	<b>Reference #:</b>
	<b>Date:</b>
	<b>Phone:</b>
	<b>Email:</b>
	<b>Fax:</b>

Net Sale Total with Recommended PM Service Kits \$ 63,715.75

**NET SALE TOTAL \$ 62,217.75**

**DELIVERY CHARGE \$ 570.00**

**THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.**

**Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.**

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

# Godwin CD150S Dri-Prime® Pump



The Godwin CD150S Dri-Prime pump is a versatile, general purpose dewatering pump designed for use in the industry's most challenging construction, municipal, industrial and emergency response applications. This rugged pump is ideally suited for tough dewatering jobs, and is the reliable choice for rental solutions.

The CD150S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability, the CD150S impeller is interchangeable with a Flygt N-Technology non-clog impeller, providing the flexibility to tackle stringy, modern wastewater applications with the same pump.

## Specifications

Suction connection	6 in (150 mm) flange
Delivery connection	6 in (150 mm) flange
Max capacity	2290 USGPM (520 m <sup>3</sup> /hr) <sup>1</sup>
Max impeller diameter	11.8 in (300 mm)
Max solids handling	3 in (75 mm)
Max operating temperature	176°F (80°C) <sup>2</sup>
Max pressure	91 psi (6.3 bar)
Max suction pressure	58 psi (4.0 bar)
Max casing pressure	138 psi (9.5 bar)
Max operating speed	2200 rpm

<sup>1</sup> Larger diameter pipes may be required for maximum flows.  
<sup>2</sup> Please contact our sales and product support for applications in excess of 80°C (176°F).

## Features and benefits

- Interchangeable impellers to tackle a full range of solids handling applications.
- Field Smart Technology (FST) allows the user to monitor & control the pump from anywhere in the world.
- New compressor belt tensioner reduces time to change and adjust belt to approximately 30 minutes.
- New sight glass and measuring stick added to monitor level and quality of mechanical seal oil.
- Improved hydraulic design reduces vibration, maximizes efficiency and fuel economy.
- Diesel Oxidative Catalyst (DOC) technology maximizes available power from diesel engine, and reduces maintenance and downtime.
- Fully automatic priming from dry to 28 ft (8.5 m).
- Venturi priming requires no adjustment or control.
- Available as Open Set or Sound Attenuated Enclosure.
- Standard build engine 4LE2X (EPA Final Tier 4).
- Other engine options available.
- Optional environmentally friendly skid base contains all fluid spills.

# Godwin CD150S Dri-Prime® Pump



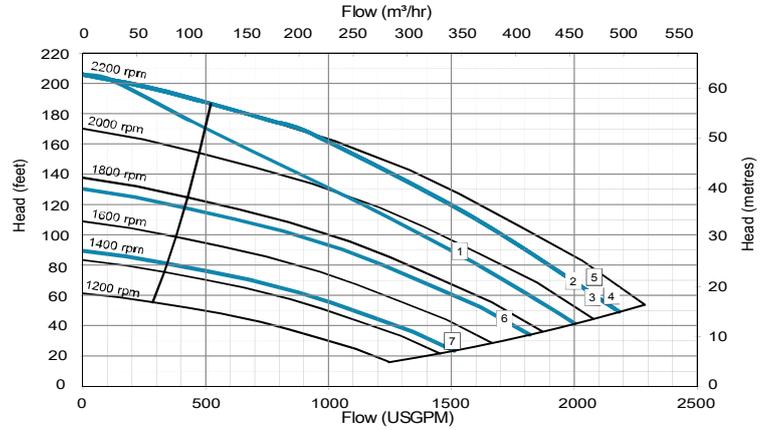
## Suction lift table 1800 rpm

Performance data provided in tables is based on water tests at sea level and 68°F (20 °C) ambient.

Total suction head (ft)	Total delivery head (ft)				
	30	43	56	69	82
	Output (USGPM)				
10	1852	1710	1520	1314	1140
15	1789	1646	1441	1251	1061
20	1741	1567	1361	1172	934
25	1678	1425	1251	1061	823

## Performance curve

Pump curve is based on 0 ft (0 m) dynamic suction lift.



## Materials

Pump casing	Cast Iron BS EN 1561/EN-JL1030
Wearplates	Cast Iron BS1561:1997
Pump shaft	Carbon steel BS970:1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Mechanical seal faces	Silicon carbide Vs Silicon carbide

## Driver options

Option	Driver	Power hp (kW)	Energy Use 1800 rpm	Emissions Rating
1	Isuzu 4LE2X	60 (44.8)	2.6 US Gal/hr	EPA FT4
2	JCB TCAE-55	74 (55.2)	3.49 US Gal/hr	EPA FT4
3	John Deere 4045TFC03	74 (55.2)	3.73 US Gal/hr	EPA FT4
4	John Deere 4045T290	74 (57.8)	3.63 US Gal/hr	EPA iT4
5	CAT C4.4M-T	77.5 (57.8)	3.75 US Gal/hr	EPA T3
6	Electric Motor, 4 Pole, 60 Hz	50 (37.3)	59.2 A @ 460V	-
7	Electric Motor, 4 Pole, 50 Hz	40 (29.8)	47.1 A @ 460V	-



## Open skidbase trailer mounted

Fuel capacity	60 US Gal (227 L)
Weight dry	2,750 lb (1,250 kg)
Weight wet	3,170 lb (1,440 kg)
Dimensions (L x W x H)	119 in x 66 in x 87 in (3,023 mm x 1,676 mm x 2,210 mm)

## Sound attenuated enclosure

Noise @ 7 m (23 ft)	66 dBA
Fuel capacity	80 US Gal (303 L)
Weight dry	3,100 lb (1,410 kg)
Weight wet	3,680 lb (1,670 kg)
Dimensions (L x W x H)	101 in x 43 in x 70 in (2,565 mm x 1,092 mm x 1,778 mm)

# PURCHASE AUTHORIZATION SUCKER PUMP REPLACEMENT

# 1995 GODWIN PUMP

- Vital for Sewer and Storm Drain Divisions
- Lift Station redundancy
- Due to growth, another pump would be valuable



# 2005 SUCKER PUMP



- Purchased in 2005 for lagoons
- Designed to pump flat pipelines
- Doesn't meet current needs

# 2024 GODWIN CD150S DRI-PRIME PUMP



- Diverts flow and controls emergency plug-ups by bypassing manholes
- Pumps uphill pipelines
- Backup for current Godwin Pump

# PROCUREMENT PROCESS

- Budgeted \$80,000; Pricing is \$68,437.00
- Fund available in ER&R = \$85,828.00
- HGAC contract #CM02-21
- Xylem Dewatering Solutions, Inc. is the vendor

# MOTION

**A motion authorizing staff to purchase one (1) Godwin CD150S Dri-Prime CD150S Pump for \$68,437.00, utilizing HGAC Contract CM02-21, from Xylem Dewatering Solutions, Inc.**

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

Bill No. 4.d.  
Date: January 2, 2024  
Subject: Resolution 24-01: Purchase  
Authorization-Sole Source-  
Washer Compactor for the  
Clean Water Facility

**FROM: Steve Schuller, Public Works Director and Jack Robinson, Clean Water  
Facility Manager**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing the Mayor to utilize the sole source procurement process and Resolution 24-01 to purchase one Washer Compactor from Headworks International, not exceeding \$55,000.00.

**BACKGROUND / SUMMARY INFORMATION**

The 2023-2024 biennial budget includes \$300,000.00 for a washer compactor for the Clean Water Facility (see page 79 of the Capital Projects Sheets). The Clean Water Facility was built with redundancies and kept future growth in mind. However, there are a few areas where further effort is needed.

One area is the washer/compactor that follows the fine screen process at the Clean Water Facility, and staff suspects that no redundancy was created because of the limited physical space. Therefore, only a single washer/compactor handles the rinsing, compacting, and subsequent dewatering and transport to the dumpster. Furthermore, there is no bypass or alternate way to handle this material; therefore, during any down maintenance, the flow into the facility must be stopped and allowed to back up in the pipes leading to the facility, which is not ideal but is manageable during a short period.

In addition, if there is a catastrophic failure causing this critical piece of equipment to be out of service for an extended period, several hours during the driest part of the year and possibly less than two hours during the wettest part of winter, staff would have no choice but to allow the screenings to overflow into the Membrane Bioreactor (MBR) treatment area potentially causing irreparable damage to the MBR filters themselves.

Based on the information above, staff budgeted to have an additional washer compactor on hand. This complete second washer/compactor unit, which staff would install, would solve maintenance issues and prepare the City for any catastrophic failure relating to this piece of equipment.

Staff contacted Headworks International, the current manufacturer, and solicited a quote for a second unit. Having another unit from the same manufacturer ensures that the current electrical control system, plumbing, and discharge chute will interchange, providing a faster turnaround for changing out this unit, especially in an emergency.

RCW 39.04.280(1)(a) and Section 1.12 of the City's Purchasing Policy Procedures allows the City to waive the formal bid requirements when the purchase is clearly and legitimately limited to a single source or supply. A resolution must be passed to utilize this purchasing tool, and the sole source justification must be documented.

The sole source justification and resolution have been completed and attached for your review. Therefore, staff is proposing to use sole source procurement to purchase one (1) Washer Compactor (#SW W220) from Headworks International, not exceeding \$55,000.00.

## **LEGAL AUTHORITY**

## **FISCAL IMPACT**

Sufficient funds are available to cover costs for the Washer Compactor.

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

## **ATTACHMENTS**

1. [Resolution 23-31](#)
2. [Attachment "A" - Headworks Quote](#)
3. [Sole Source Form](#)
4. [Sole Source Form-Letter](#)
5. [Clean Water Manager Letter](#)
6. [PowerPoint Presentation](#)

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON, DECLARING  
HEADWORKS INTERNATIONAL A SOLE SOURCE SUPPLIER FOR PURPOSES OF  
PURCHASING A WASHER COMPACTOR.

WHEREAS, RCW 39.04.280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are clearly and legitimately limited to a single source of supply; and

WHEREAS, the City wishes to purchase one SW W220 Washer Compactor, as specified in Exhibit A, which is a necessary redundancy part to provide sustainable operation of the Clean Water Facility in case the existing washer compactor fails, and is essential to have on hand for the City of Oak Harbor and the surrounding area; and

WHEREAS, the Centralized Services Manager determined in writing, and approved by the Finance Director, that this SW W220 Washer Compactor can only be reasonably obtainable from Headworks International; and

WHEREAS, the City desires to purchase one (1) SW W220 Washer Compactor and has determined that Headworks International is the sole source for the said part;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Headworks International is the sole source supplier of the SW W220 Washer Compactor, more specifically identified in Exhibit A hereto attached.

Section 2. Based upon the preceding findings, and pursuant to RCW 39.04.280(1)(a) , the competitive bidding requirements for the City are hereby waived and the City is authorized to purchase the SW W220 Washer Compactor from Headworks International without proceeding to secure competitive bids.

PASSED and approved by the City Council this 19th day of December, 2023.

THE CITY OF OAK HARBOR

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

---

City Attorney



Prepared for:

Oak Harbor  
WA  
B-2022-00624 Rev. 1

Submitted by:

**Headworks® Inc.**

August 4, 2023



THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND NEITHER THIS DOCUMENT NOR SAID PROPRIETARY INFORMATION SHALL BE PUBLISHED, REPRODUCED, COPIED, DISCLOSED, OR USED FOR ANY PURPOSE OTHER THAN CONSIDERATION OF THIS PROPOSAL, WITHOUT THE WRITTEN APPROVAL OF HEADWORKS INC.



Project Name: Oak Harbor  
 State/Country: WA  
 Rep. Company: Granich  
 Offer: B-2022-00624 Rev. 1  
 Date Offer: 4-Aug-23  
 V3.5

## Scope of Supply - Offer # B-2022-00624 Rev. 1 Oak Harbor

Thank you for your request for a Washer Compactor proposal. Headworks® is pleased to offer you the Headworks® Screwpacker™ Shafted Spiral Washer Compactor Model SW W320 for this project.

The Headworks® Screwpacker™ design offers the following features:

- Stainless Steel Construction - for corrosion resistance
- High Performance Shafted Spiral, Carbon Steel
- Flexible Discharge Point
- Screenings Wash Zone



Enclosed are our Formal Offer, Scope of Supply, and General Terms and Conditions, which complete the offer. If you have any questions or comments, please do not hesitate to contact our office.

Yours Sincerely,

Brandon Childs  
 Headworks Inc.  
 Inside Sales Engineer



### Project Summary:

Equipment	Item	Units	US \$
SW W220	1	1	49,951
<b>TOTAL PROJECT COSTS</b>			<b>49,951</b>



Project Name:  
 State/Country:  
 Rep. Company:  
 Offer:  
 Date Offer:

3 of 7  
 Oak Harbor  
 WA  
 Granich  
 B-2022-00624 Rev. 1  
 4-Aug-23  
 V3.5

<b>Item:</b>	<b>1</b>
<b>Type of Product</b>	<b>Screwactor™</b>

<b>Type Quoted:</b>	<b>SW W220</b>
<b>System Components</b>	<b>Supplied</b>
Inlet Hopper	NO
Wash Zone	YES
Discharge Tube	NO
Motor	YES
Gear Reducer	YES
Solenoid Valves	YES
Material	304SS

<b>Spare Parts Screwactor:</b>	<b>Supplied</b>
Wear Bars	NO
Spiral Brush	YES
Reducer Seals/Bearings	NO
Drive Unit (Motor/Gear Reducer)	NO

<b>Screwactor Scope of Supply</b>	<b>Supplied</b>
Item	SW W220
Spare Parts	NO
Control Panel	NO
Continuous Bagging Unit	NO
Training (O&M)	YES



Project Name: 4 of 7 Oak Harbor  
 State/Country: WA  
 Rep. Company: Granich  
 Offer: B-2022-00624 Rev. 1  
 Date Offer: 4-Aug-23  
 V3.5

## GENERAL TERMS AND CONDITIONS

### Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

### Pricing

The price of the Equipment is based upon the following conditions:

20% Upon Approval of Submittals

75% due net 30 days from date of equipment shipment

5% Retainage due net 30 days from date of Start-Up, but no later than 180 days from shipment

Pricing is based on receipt of a Purchase Order within 60 days from the date of this Offer and shipment of the equipment not later than 12 months from the date of this Offer. In the event Buyer cannot take the equipment within the stipulated time, the price will escalate 0.5% per month thereafter. All storage costs are for the account of the Buyer.

These terms are independent of and not contingent upon the time and manner in which the purchaser receives payment from the site owner or any other person. Acceptance of order subject to credit approval. All monies not paid when due shall bear interest from the due date to the date paid either (i) at the fluctuating rate of 3% above the Prime Rate as defined below or (ii) the highest rate allowed by law, whichever is lesser. "Prime Rate" is the prime rate in effect on the first business day of the month in which a change occurs, as published in the Wall Street Journal on the next business day.

Please note that check fraud is on the rise in the United States; Headworks requests that all payment to be made via ACH only. **In accordance with ACH best practices, please be sure to confirm transfer details with a member of Headworks' accounting team via telephone prior to setting up any new Headworks bank account.**

### Validity of Quotation:

60 days from date of offer.

Unless specifically stated in our Offer, this quote is only valid for the specified quantities. If different quantities are desired please inform Inside Sales before issuing a PO as pricing may differ.

### Bonds:

Unless specifically stated in our Offer, No Performance Bonds, Payment Bonds, Supply Bonds, Maintenance or any other type of Bonds and any related expenses are included. Any acceptance to provide Bonds will only be considered prior to the Offer.

### Ownership of Material

All devises, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's properties. Seller grants Buyer a non-exclusive, non transferable license to use any such material solely for Buyer's use of the equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.



Project Name: 5 of 7 Oak Harbor  
State/Country: WA  
Rep. Company: Granich  
Offer: B-2022-00624 Rev. 1  
Date Offer: 4-Aug-23  
V3.5

### Changes

Seller shall not implement any changes in the scope of work described in Seller's documentation unless Buyer and Seller agree in writing to the details of the changes and any resulting price, schedule, or contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

### Stainless Steel Price Increases:

All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the equipment based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment.

### Force Majeure

"Force Majeure" shall mean any act or event which is outside the reasonable control of a party including, without prejudice to the foregoing generality, Acts of God, epidemics, tidal waves, explosions, lightning, earthquakes, hurricanes, wars (whether declared or not), riots, strikes and industrial actions (other than among the employees of party seeking to rely on such event, or its subcontractor), civil and military disturbances and unrest, acts of the public enemy, action or inaction of the government or governmental authorities or of representatives thereof. If Headworks is prevented from or delayed in performing its obligations as a result of Force Majeure, such prevention or delay shall not be considered a breach of the Agreement, but shall for the duration of such event relieve Headworks of its respective obligations thereunder. Should the Force Majeure suspension period last for more than one (1) month, Headworks may terminate this quote or agreement.

### Freight Terms

Equipment is sold FOB point of manufacture with freight included in the above price to the nearest specified destination, provided suitable access roads exist for the delivery carrier(s).

### Shipment Schedule

16 - 20 weeks ex works after receipt of approved submittal drawings.

### Start-Up and Operator Training

1 trip of up to 3 consecutive days included.

### Submittals

Technical submittal drawings for review, authority examination and approval shall be furnished to the buyer within 3 - 4 weeks of order acceptance. The buyer shall approve the submittals within 4 weeks from receipt, otherwise the Stainless Steel Price Increases clause described above will become applicable.

### Taxes

Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account.



Project Name: 6 of 7 Oak Harbor  
State/Country: WA  
Rep. Company: Granich  
Offer: B-2022-00624 Rev. 1  
Date Offer: 4-Aug-23  
V3.5

### Patent Protection

Various Headworks equipment contain proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks Inc. Legal department in Houston, Texas.

### Screwfactor™ Warranty:

The seller warrants all equipment of its own manufacture to be free of defects caused by faulty material or workmanship for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever first occurs. Headworks will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks F.O.B. Headworks factory at Buyer's expense. In the case of components purchased by Headworks and incorporated into the equipment, such as Electrical Controls, Instrumentation, Electrical Motors, Gear Reducers and related items, Headworks warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to equipment or parts thereof which have been altered or repaired other than by a representative of Headworks, or damaged by improper installation, application, erosion or corrosion of any sort, or subjected to misuse, abuse, neglect or accident.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

### Termination

Buyer may at any time terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, including without limitations any and all engineering work completed in submittal preparation, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Seller's suppliers or subcontractors which Seller could reasonably have avoided. Buyer will make no payments for finished work, work in process, or raw material fabricated or procured by the Seller in excess of any order or release.

### Dispute Clause

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter.

If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable.



Project Name: 7 of 7 Oak Harbor  
State/Country: WA  
Rep. Company: Granich  
Offer: B-2022-00624 Rev. 1  
Date Offer: 4-Aug-23  
V3.5

If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in Harris County, TX.

### **Presence of High Grit Levels, Stones and Rocks**

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products, develop premature wear and/or cause damage to it's products is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing. This policy is in effect for the Headworks® Bar Screen, Perforator™, Eliminator™, Spiralman™, Transporter™, Transpactor™, & Screwactor™.

### **Limitation of Liability**

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.



**Offer# B-2022-00624 Rev. 1**

**Oak Harbor**

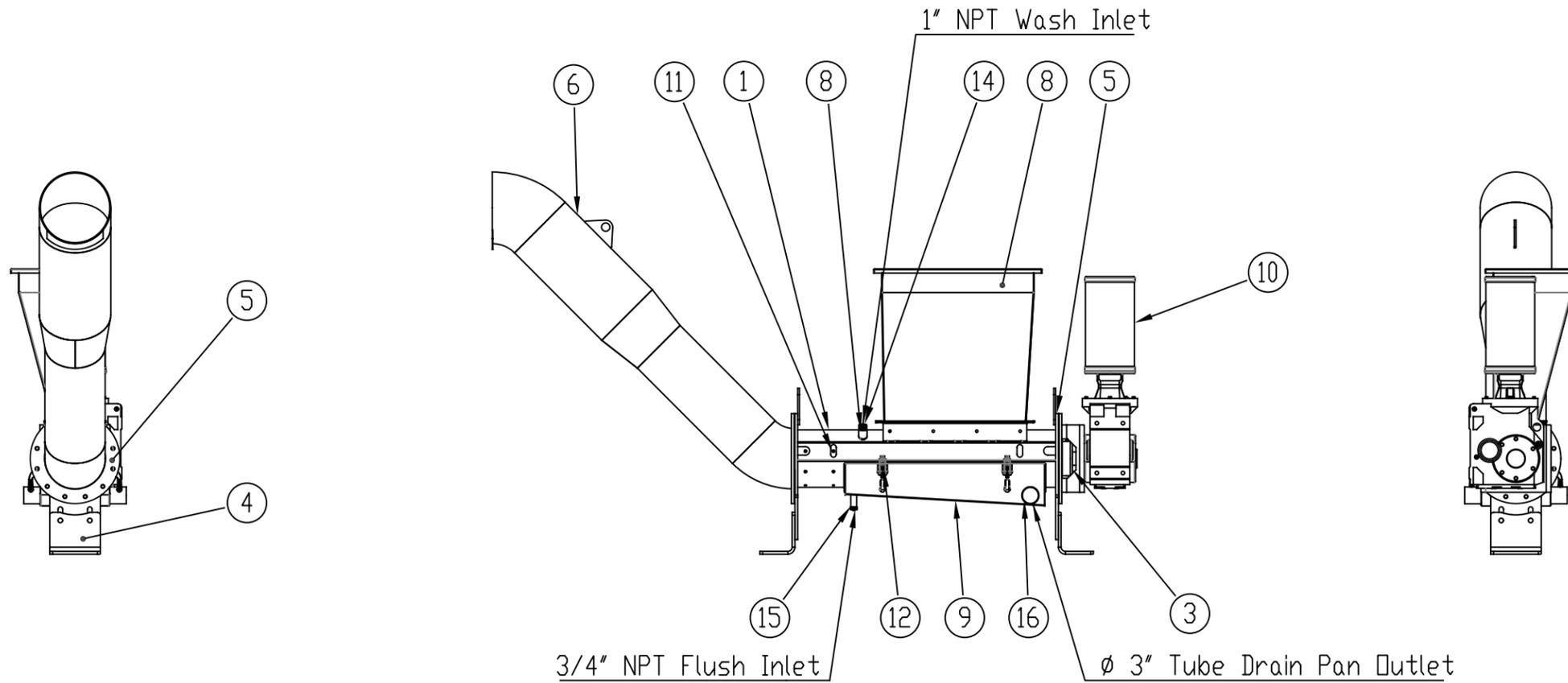
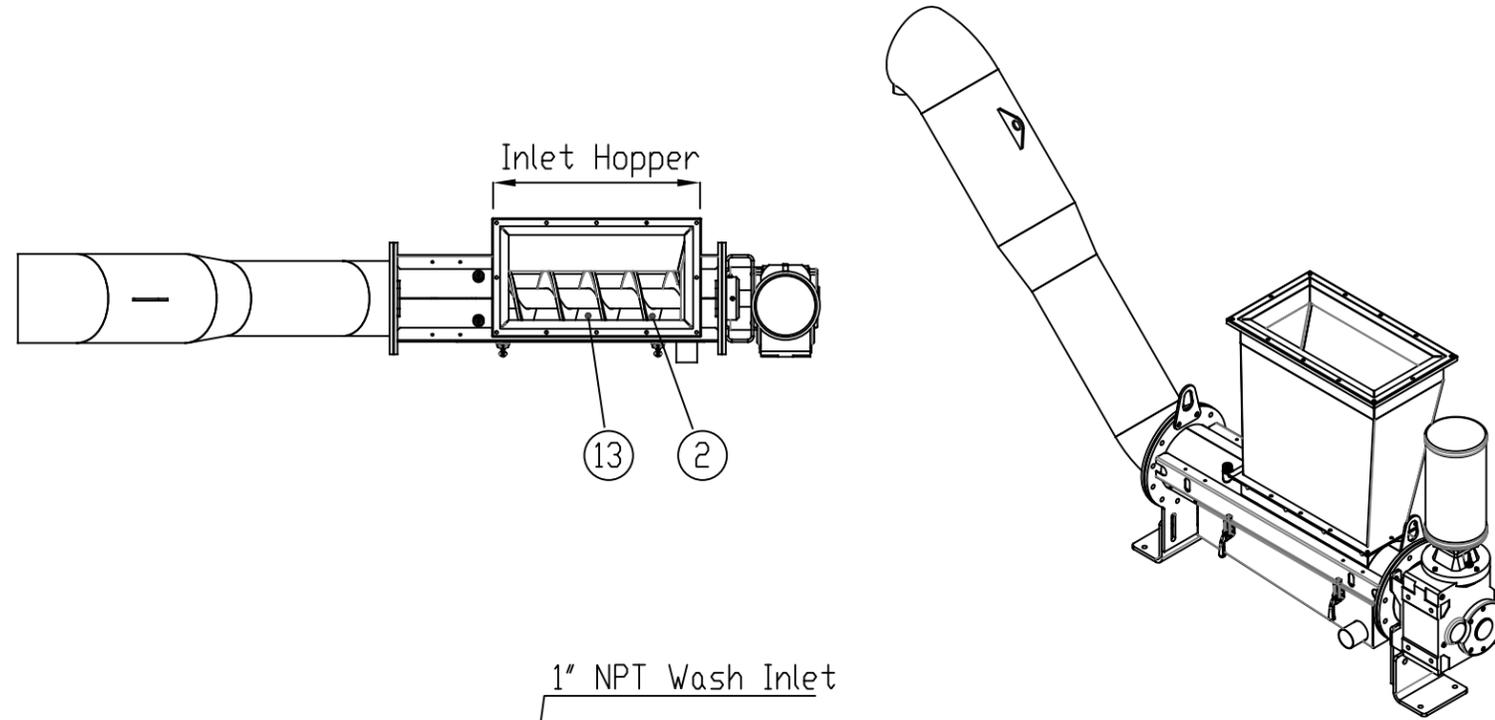
**Notes & Clarifications**

1. Anchor bolts are not included in Headworks® Inc. Scope of Supply. Headworks® Inc. does not have any knowledge of the Concrete Design, existing or future. Headworks® Inc. will include in its Project Submittal the Anchor bolt locations and loads in the submittal for the design and supply of Anchor Bolts by others. No Seismic Calculations are included, if required.
2. All Stainless-Steel material purchased will be provided to Headworks Inc. pickled and passivated at the mill. Our offer is based on Headworks Inc. standard material finish where all stainless-steel surfaces shall be glass Bead Blasted prior to equipment assembly. The Bead Blast shall remove all weld discoloration and surface contaminants and provide for Spontaneous Passivation as recognized in ASTM A380, Cleaning, Descaling, and Passivation of Stainless-Steel Parts, Equipment, and Systems, 1. Scope, 1.1.1.1.

All purchased components such as motors, reducers, valves, switches, etc. that are not Stainless Steel shall be supplied with the manufacturers' standard coating / finish.

3. Our offer is based on the Headworks Inc. standard design, material thicknesses, and features as detailed in the attached specification.
4. Controls and Spare Parts are not included with this offer.

Item no.	Part	Material
1	Body	304/316 SS
2	Shafted Spiral	Carbon Steel
3	Bearing Assembly	MFG Std.
4	Supports	304/316 SS
5	End Flanges	304/316 SS
6	Discharge Tube	304/316 SS
7	Inlet Hopper	304/316 SS
8	Spray Nozzle	Brass
9	Drain Pan	304/316 SS
10	Gear-Reducer Motor	MFG Std.
11	Wear Bars	Carbon Steel
12	Quick Release Clamps	304/316 SS
13	Sieve Area	304/316 SS
14	Wash Water Inlet	-
15	Flush Water Inlet	-
16	Drain Pan Outlet	-



REV	DESCRIPTION	DATE
0	FDR INFORMATION ONLY	1/23/17
		MB
		NAME

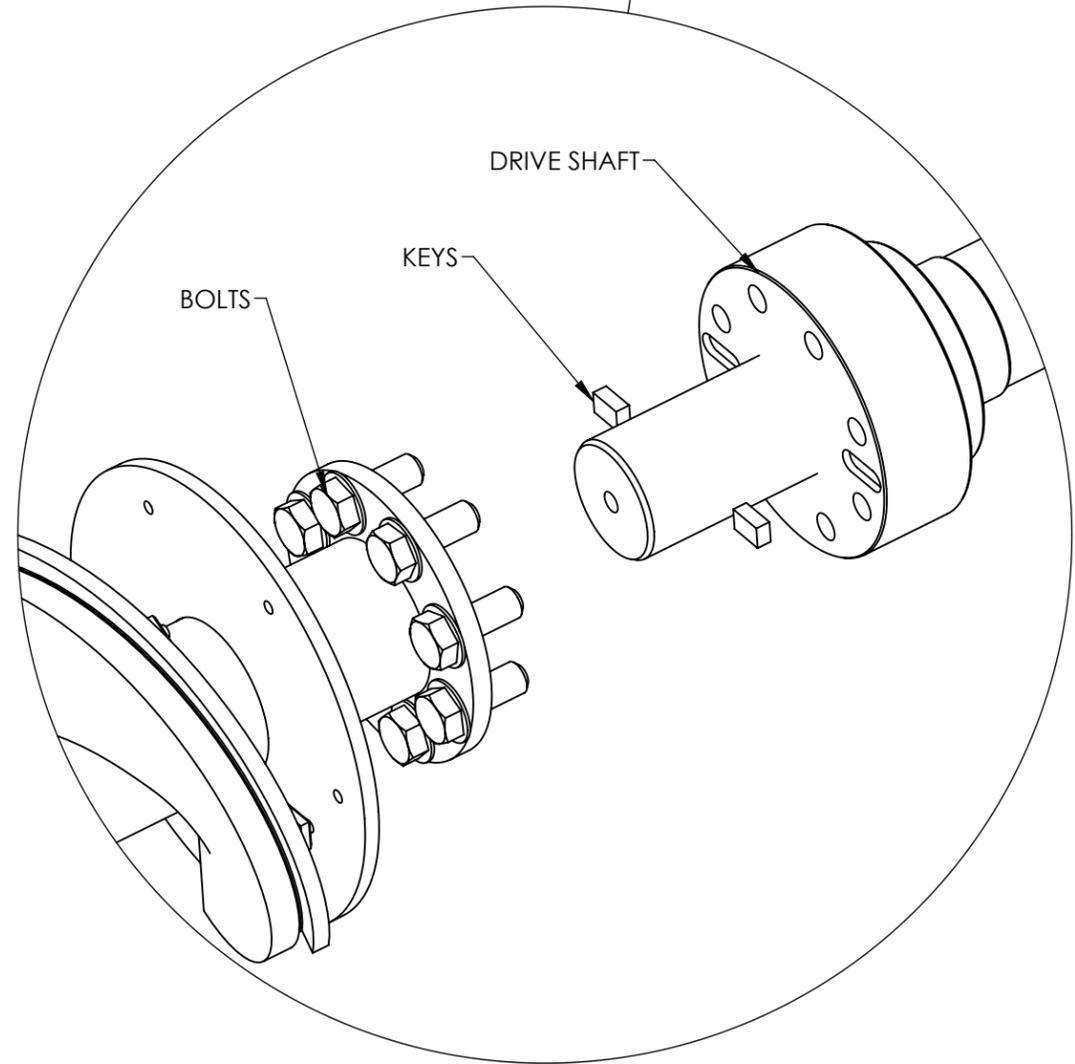
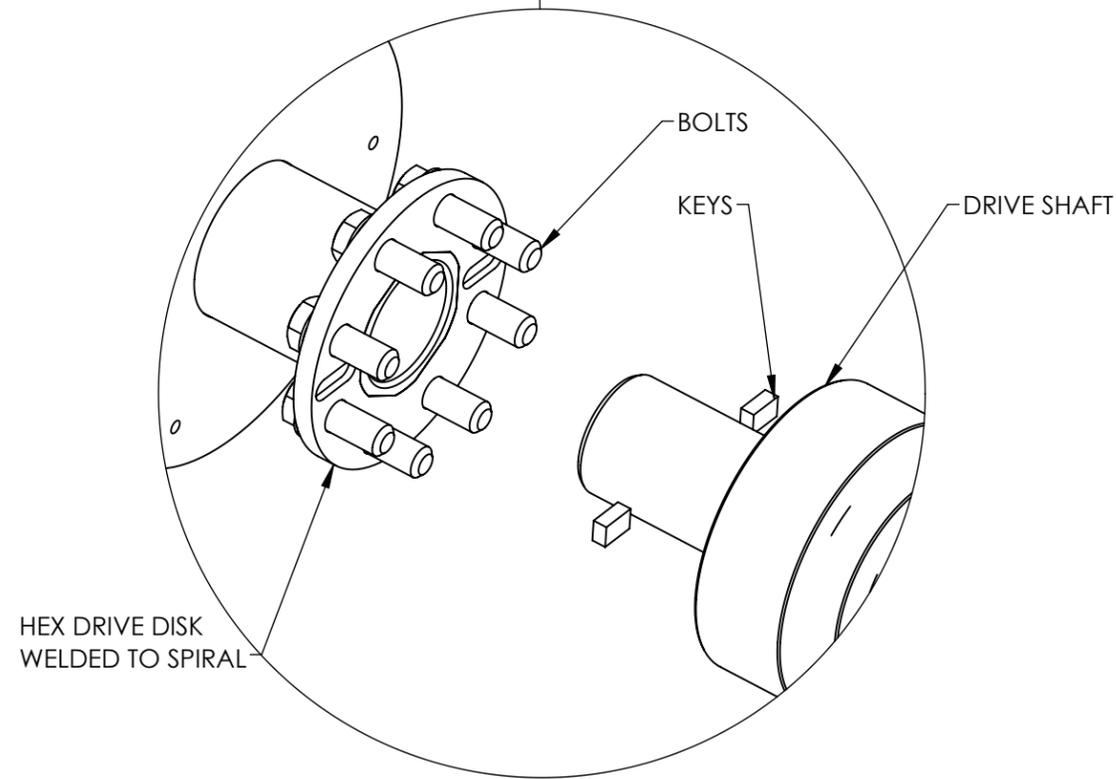
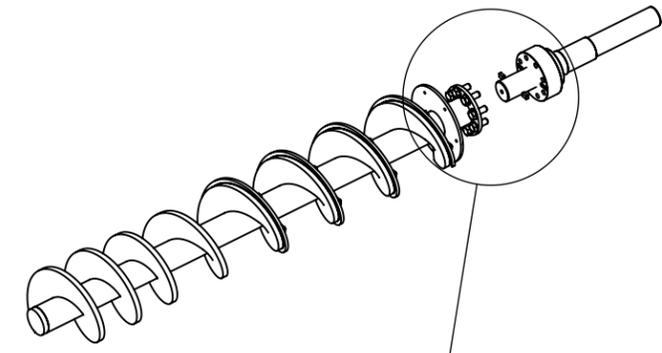
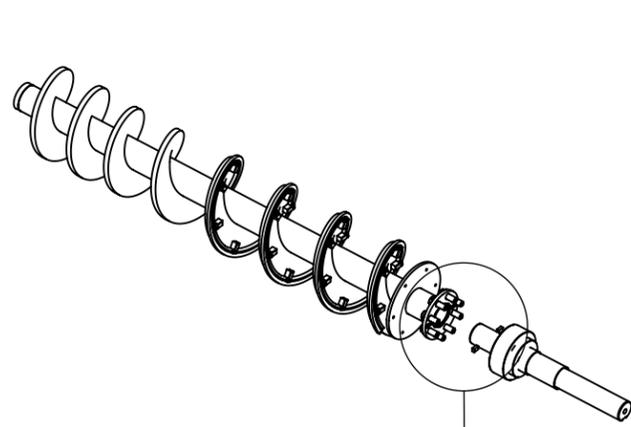
  

SCALE	1:25
SHEET	1 OF 1
REV	REV#0
PROJECT NO	Screwpacktor SW220 & SW320
DRAWING NO	Template Drawing

<b>Headworks Inc.</b> 1100 Britton Park Dr. Houston, Texas 77041	

NOTE: ALL DIMENSION ARE IN INCHES  
UNLESS OTHERWISE NOTED



DETAIL B  
SCALE 1 : 4

DETAIL A  
SCALE 1 : 4

TABLE OF PART NO. EXTENSION - #		GENERAL TOLERANCE CLASSIFICATION (UNLESS NOTED OTHERWISE)			APPROVAL INFORMATION	
LETTER	MATERIAL	DESCRIPTION	FRACTIONAL	DECIMAL	ANGULAR	CHECKED BY:
-V	304SS	FABRICATED ASSEMBLIES (WELDMENTS)	±1/16 (1.6mm)	±0.030 (0.8mm)	±0.5°	XXX
-W	304LSS	PIECE PARTS	±1/32 (0.8mm)	±0.015 (0.4mm)	±0.3°	DATE: --/--
-X	316SS	MACHINED PARTS	±1/64 (0.4mm)	±0.005 (0.13mm)	±0.25°	DRAWN BY: XXX
-Y	316LSS	SURFACE ROUGHNESS: 125 ✓	UNLESS NOTED OTHERWISE: DIMENSIONS ARE IN INCHES, WEIGHT IN LB			DATE: --/--
-Z	18-8SS	BREAK SHARP EDGES				PLANT: --Plant--
						LOCATION: --Location--



FABRICATION DRAWING

SPIRAL-DRIVE SHAFT CONNECTION

PROJECT NO: A-XXXX-XXXXX

DRAWING NO: SW320 DRIVE

WEIGHT: 378 LB

SCALE: 1:24

REV: 1 of 1



## **SOLE SOURCE JUSTIFICATION**

**Requisition Item:** SW W220 Washer Compactor

**Requisition Number:** 10706

**1. Please describe the item and its function:**

This part removes organic matter by washing and compacts the non-organic for disposal.

**2. This is a sole source\* because:**

- X sole provider of a licensed or patented good or service
- X sole provider of items that are compatible with existing equipment, inventory, systems, programs, or services
- X sole provider of goods and services for which the City has established a standard."
- X sole provider of factory-authorized warranty service and sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- o the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

**3. What necessary features does this vendor provide that are unavailable from other vendors?**

*Please be specific.* Interchangeable with the existing mounting location of the existing Screenings Washer Compactor provided by Headworks.

**4. What steps were taken to verify that these features are unavailable elsewhere?**

A letter from the vendor has been provided stating this fact, and staff agrees that the current washer compactor is good, but one on the shelf is the safer way to operate due to the long shipment schedule of 16-20 weeks.

*\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the solicitation requirement. Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one vendor of the item.*



November 16, 2023

City of Oak Harbor  
Clean Water Facility  
1375 S. E. City Beach Street  
Oak Harbor, WA 98277

Attention: Mr. Jack Robinson / Clean Water Facility Manager

Reference: Oak Harbor Clean Water Facility  
Spare Washer Compactor downstream of the Band Screens

Dear Mr. Robinson,

This Letter shall serve as a Single Source Provider letter stating the Screenings Washer Compactor presented in our Offer B-2022-000624, Rev. 1 is only available from Headworks International and shall be interchangeable in the mounting location of the existing Screenings Washer Compactor provided by Headworks. In other words, the Compactor can be placed in the same location as the existing Screenings Washer Compactor and can be attached to the existing Sluice Trough and the Discharge Tubing of the existing Screenings Washer Compactor.

In addition, the current model offered includes an improved bolted flange connection that connects the Shafted Spiral with the Input Shaft that fits within the Hollow Bore of the Gear Reducer.

If you have any questions or need any additional information, please let me know.

Best regards,

Wayne McCauley  
Vice President  
Senior Product Manager, Mechanical Equipment

Cc: Oak Harbor File

To: Mayor and Council

Re: Fine screen Washer/Compactor

As most of you are aware our facility was built with redundancy and the future in mind and through out most of our process that is the case. We have a couple choke points that we would like to address.

This letter is to address the Washer/Compactor that follows our Finescreen process. Most likely due to the limits of physical space we only have a single washer/compactor to handle the rinsing, compaction and subsequent dewatering and transport to the dumpster. There is no bypass or alternate way to handle this material. During any down time maintenance this means the flow into the facility has to be stopped and allowed to back up in the pipes leading to the facility which is not ideal but is manageable during a short period. If there is a catastrophic failure causing this critical piece of equipment to be out of service for an extended period, several hours during the driest part of the year and possibly less than 2 hours during the wettest part of winter, we would have no choice but to allow the screenings to overflow into the MBR treatment area potentially causing irreparable damage to the MBR filters themselves.

My recommendation is to have onsite a second complete Washer/Compactor unit that staff could install in place of the current one in the event of any catastrophic failure but also being able to switch the units out to allow the proper maintenance be done. Proper maintenance requires that the unit be removed from service, disassembled, the internal screen inspected, wear bars and the spiral brush be replaced. It is not possible to do this with our current situation.

Having another unit from the same manufacturer ensures the current electrical control system as well as having the plumbing and discharge chute will interchange giving a faster turn around for swapping these units in an emergency.

Respectfully,

Jack Robinson

CWF Manager

**PURCHASE  
AUTHORIZATION  
SOLE SOURCE-  
WASHER COMPACTOR**

# WHAT IS A WASHER/COMPACTOR?

- Washes organic matter from screenings
- Compacts (dewaters) inorganic trash for disposal to landfill



# PLANNING AHEAD

- **Critical purpose with no options to bypass for service and repairs**
  - **Increase maintenance efficiency**
  - **Provide redundancy**
- **Standby unit is essential to ensure compliance and protect the City's investment**

# PROCUREMENT PROCESS

- Budgeted \$300,000; Pricing is \$54,446.59
- Headworks International, current manufacturer,
  - Utilizing existing infrastructure = saving money
  - Ensures current electrical controls, plumbing, and discharge chute will interchange, providing a faster turnaround especially in an emergency.

# SOLE SOURCE

- **RCW 39.04.280(1)(a)**
- **Section 1.12 of the City's Purchasing Policy**
- **Waive formal bid requirements when limited source of supply.**
- **Resolution with justification**

# MOTION

**A motion authorizing the Mayor to utilize the sole source procurement process to purchase one Washer Compactor from Headworks International not exceeding \$55,000.00.**

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

Bill No. 4.e.  
Date: January 2, 2024  
Subject: Resolution 24-03 Amending  
Effective Date for Resolution  
23-15 Master Fee Schedule

**FROM: David Goldman, Deputy City Administrator**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Adopt Resolution No. 24-03 amending the effective date of Schedule B of the Oak Harbor Master Fee Schedule as amended in Resolution 23-15 to February 1, 2024.

**BACKGROUND / SUMMARY INFORMATION**

Oak Harbor Master Fee Schedule B, Finance, was last amended by Resolution No. 23-15 on October 3, 2023. It was amended to adjust business license fees based on reported annual business gross income. Pursuant to RCW 35.90.070, the effective date of Schedule B was to become effective seventy-five (75) days after the City provides notification to the Department of Revenue. On October 13, 2023, the City timely provided notification to the Department of Revenue of the Oak Harbor Master Fee Schedule amendment which included the adjustment of business license fees based on reported annual business gross income. On December 12, 2023, the Department of Revenue notified the City that it will be unable to implement the adjusted fees in their system at the seventy-five (75) post notification time frame or give a definitive time certain of when it will be implemented. On December 20, 2023, the Department of Revenue subsequently notified the City that it will be able to implement the adjusted fees on February 1, 2024.

**LEGAL AUTHORITY**

Oak Harbor Municipal Code Chapter 5.01.

**FISCAL IMPACT**

Insufficient information to determine revenues that would have been collected in January 2024 under the new schedule due to this 1) being a new schedule and 2) dependent on applications.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

July 26, 2023 City Council Workshop

October 3, 2023 City Council Meeting.

**ATTACHMENTS**

1. [Resolution 24.03](#)

RESOLUTION NO. 24-03

A RESOLUTION OF THE CITY OF OAK HARBOR, WASHINGTON,  
AMENDING THE MASTER FEE SCHEDULE

WHEREAS, the City of Oak Harbor Master Fee Schedule was established by the adoption of Resolution 15-11 on April 7, 2015, as subsequently amended; and

WHEREAS, the City of Oak Harbor Master Fee Schedule was last amended by Resolution No. 23-15 on October 3, 2023; and

WHEREAS, Resolution No. 23-15 contained Schedule B, “Finance”, which included the Oak Harbor Master Fee Schedule and was amended to adjust business license fees based on reported annual business gross income; and

WHEREAS, pursuant to RCW 35.90.070, the effective date of Schedule B was to be seventy-five (75) days after the City provided notification to the Department of Revenue; and

WHEREAS, on October 13, 2023, the City timely provided notification to the Department of Revenue of the Oak Harbor Master Fee Schedule amendment which included the adjustment of business license fees based on reported annual business gross income; and

WHEREAS, On December 12, 2023, the Department of Revenue notified the City that it is unable to implement the adjusted fees in their system at the seventy-five (75) post notification time frame or give a definitive time certain of when it will be implemented; and

WHEREAS, On December 20, 2023, the Department of Revenue subsequently notified the City that it will be able to implement the adjusted fees on February 1, 2024.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows:

The effective date of Resolution 23-15, Exhibit B “Oak Harbor Master Fee Schedule” is hereby amended to be February 1, 2024.

PASSED by the City Council and approved by its Mayor this 2<sup>nd</sup> day of January 2024.

CITY OF OAK HARBOR

---

Ronnie Wright, Mayor

Attest:

---

Julie Nester, City Clerk

Approved as to Form:

---

Hillary Evans, City Attorney

Published: \_\_\_\_\_

City of Oak Harbor  
City Council Agenda Bill

Bill No. 5.a.i.  
Date: January 2, 2024  
Subject: Councilmember Service to  
Boards, Committees, and  
Commissions

**FROM: Administration**

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

- Ronnie Wright, Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Approval of City Councilmembers service to boards, committees, and commissions for 2024.

**BACKGROUND / SUMMARY INFORMATION**

Each year, the Mayor presents a listing of boards, committees, and commissions that request or require participation by members of the City Council. The 2023 listing is attached, as is the proposed listing for 2024.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [2024 Proposed Mayor Appointments of Councilmembers](#)
2. [2023 Mayor's Appointments of Councilmembers](#)



**MAYOR’S APPOINTMENT OF COUNCILMEMBERS**

Board/Committee	Representative 1	Representative 2 / Alternate	Representative 3	Meeting Details
Island Transit Public Transportation Benefit Authority (PTBA) Board of Directors	Eric Marshall			Meets on the first Friday of each month at 9:30 a.m. (requires 1 councilmember)
Island County 2% Joint Advisory Board (JAB) Whidbey and Camano Islands Tourism	Bryan Stucky			Meets on the first Thursday of each month at 11:00 a.m. (requires 1 councilmember)
Northwest Clean Air Agency (NCAA) Board of Directors	Tara Hizon			Meets on the second Thursday of each month at 1:30 p.m. (requires 1 elected official)
ARPA Ad Hoc Committee – City of Oak Harbor	Tara Hizon	Jim Woessner	Shane Hoffmire	Meets once every two months (requires 3 councilmembers)
Investment Committee - City of Oak Harbor	Barbara Armes	Chris Wiegenstein		Meets on the fourth Wednesday of January, April, July & October at 1:30 p.m. (requires 2 councilmembers)
Law Enforcement Officer & Firefighter Disability Board (LEOFF) – City of Oak Harbor	Shane Hoffmire	Tara Hizon		Meets quarterly on the second Friday of the month at 10:00 a.m. (requires 2 councilmembers)
Lodging Tax Advisory Board (LTAC) – City of Oak Harbor	Bryan Stucky			Meets on as-needed basis (requires 1 councilmember)
Parks and Recreation Commission	Eric Marshall			Meets on the second Monday of each month at 10:00 a.m. (1 councilmember ex-officio)
Arts Commission	Chris Wiegenstein			Meets on the second Thursday of each month at 5:00 p.m. (1 councilmember ex-officio)
Marina Advisory Commission	Barbara Armes			Meets on the second Monday of each month at 3:00 p.m. (1 councilmember ex-officio)
Planning Commission	Jim Woessner			Meets on the fourth Tuesday of each month at 6:00 p.m. (1 councilmember ex-officio)

**SERVICE BOARDS & COMMITTEES  
PROPOSED for 2023**

**COUNCILMEMBERS**

Board/Committee	Representative 1	Representative 2 / Alternate	Representative3	Meeting Details
Island Transit Public Transportation Benefit Authority (PTBA) Board of Directors	Beth Munns			Meets on the first Friday of each month at 9:30 a.m. (requires 1 councilmember)
Island County 2% Joint Advisory Board (JAB) Whidbey and Camano Islands Tourism	Bryan Stucky			Meets on the first Thursday of each month at 11:00 a.m. (requires 1 councilmember)
Northwest Clean Air Agency (NCAA) Board of Directors	Tara Hizon			Meets on the second Thursday of each month at 1:30 p.m. (requires 1 elected official)
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Lodging Tax Advisory Board (LTAC) – City of Oak Harbor	Bryan Stucky			Meets on as-needed basis (requires 1 councilmember)
Park Board – City of Oak Harbor	Eric Marshall			Meets on the second Monday of each month at 11:30 a.m. (requires 1 councilmember)
Arts Commission	Eric Marshall			Meets on the second Thursday of each month at 4:00 p.m. (requires 1 councilmember)

**Note: At the start of 2023 Dan Evans was the Representative 2 for The JAB and the Investment Committee**

City of Oak Harbor  
City Council Agenda Bill

Bill No. 5.b.i.  
Date: January 2, 2024  
Subject: Selection of Mayor Pro  
Tempore

**FROM: Administration**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Select a Mayor Pro Tempore to serve a 2-Year term, beginning January 2, 2024 through January 1, 2026

**BACKGROUND / SUMMARY INFORMATION**

Traditionally, the City Council has selected a Mayor Pro Tempore at the first meeting of even numbered years. Councilmember Tara Hizon has served as Mayor Pro Tempore since August 5, 2022.

**LEGAL AUTHORITY**

RCW 35 12.065

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

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

Bill No. 7.a.  
Date: January 2, 2024  
Subject: Resolution 24-02 Authorization  
to Submit DNR Community  
Forestry Assistance Grant

**FROM: Brian Smith, Parks and Recreation Director**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

Move to approve Resolution 24-02 , authorizing the Mayor to sign the Washington Department of Natural Resources grant application for the 2024 Community Forestry Assistance Program.

**BACKGROUND / SUMMARY INFORMATION**

Washington State Department of Natural Resources opened a Request for Application for the 2024 Community Forestry Assistance Grant program.

The purpose of the grant is to support local jurisdictions in implementing improvements to urban tree health, enhancing protection of urban trees, increasing canopy cover and equitable delivery of tree ecosystem services in communities across Washington State. Urban trees are directly linked to the health and wellbeing of residents, wildlife and aquatic habitat.

Parks and Recreation will request funding for three projects in the application. The projects include Harbor Heights, Freund Marsh and Hal Ramaley Memorial Park Food Forest. Each distinct project will involve restoration, education and interpretive signage.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Parks and Recreation will be requesting \$102,850 from DNR for these 3 projects. Currently none of these projects are included in the city's budget. If received, a budget amendment will be brought to the City Council to increase Parks & Recreation's budget by the amount awarded. Matching funds are not required on the part of the city.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

None

**ATTACHMENTS**

1. [DNR Community Forestry Assistance Grant PowerPoint](#)
2. [Resolution 24-02](#)
3. [DNR Community Forestry Assistance Grant signature page](#)
4. [Exhibit A for signature](#)
5. [Exhibit B for signature](#)
6. [Exhibit C for signature](#)

# WA STATE DNR COMMUNITY FORESTRY ASSISTANCE GRANT



CITY OF  
**Oak Harbor**  
WHIDBEY ISLAND, WASHINGTON

City Council Meeting

January 2, 2024

# DEPT OF NATURAL RESOURCES

- Annual Washington State DNR grant
- Program Focus
  - Improvements, enhancements & increases to urban forests and tree canopy”
  - Increase & improve public engagement with urban forests
  - Address social & environmental disparities in disadvantaged neighborhoods
- Parks & Recreation proposing 3 distinct projects

# HARBOR HEIGHTS



- 75 Acres of Open Green Space
- Create Educational Trails
- Add Interpretive Signs
- Restore Native Trees/Plants
- Add Wildfire Resiliency Educational Area

# FREUND MARSH

- Remove Invasive Species
- Plant Native Trees/Shrubs
- Restore & Add New Interpretive Signs
- Add Wildlife Viewing Areas



# HAL RAMALEY FOOD FOREST



- Develop a Food Forest Management Plan
- Restore Food Forest
- Educate Community & Encourage Active Participation

# PARTNERSHIPS

- Whidbey Island Conservation District
- Imagine A Permaculture World
- Oak Harbor Garden Club
- Oak Harbor School District



# APPLICATION DETAILS

- Request \$93,500 for 3 projects
- 10% indirect for administrative costs (\$9,350)
- Total request = \$102,850
- No matching funds required
- Due – January 8, 2024

QUESTIONS?

# RECOMMENDED MOTION

- **Move to approve Resolution 24-02, authorizing the Mayor to sign the Washington State DNR grant application for the Community Forestry Assistance Program.**

**RESOLUTION 24-02**

**A RESOLUTION OF THE CITY OF OAK HARBOR AUTHORIZING  
ITS PARKS & RECREATION DEPARTMENT TO APPLY FOR A WASHINGTON  
STATE DEPARTMENT OF NATURAL RESOURCES COMMUNITY FORESTRY  
ASSISTANCE GRANT**

**WHEREAS**, the Parks & Recreation Director proposes to apply for a Washington State Department of Natural Resources Community Forestry Assistance grant;

**WHEREAS**, the Parks & Recreation Department is proposing three restoration projects within the parks division (Harbor Heights, Freund Marsh & Hal Ramaley Food Forest) with this funding;

**WHEREAS**, the City would receive approximately \$100,000 in grant funding to assist with the restoration of city community forests;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oak Harbor that the Mayor is authorized to sign Resolution 24-02 in support of submitting this grant application to assist with park projects.

PASSED by the City Council and approved by its Mayor this 2<sup>nd</sup> day of January 2024.

CITY OF OAK HARBOR

\_\_\_\_\_  
Ronnie Wright, Mayor

Attest:

\_\_\_\_\_  
Julie Nester, City Clerk

Approved as to Form:

\_\_\_\_\_  
Hillary J. Evans, City Attorney

**EXHIBIT F – PROJECT PROPOSAL FORM**



**WASHINGTON STATE DEPARTMENT OF  
NATURAL RESOURCES**

2024 Washington Community Forestry Assistance Grant

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**Section I — PROPOSAL SUMMARY**

*Complete all fields and provide a signature. Applicants will also be required to enter the information from Section I in the on-line submission form.*

Name of Proposed Project (not to exceed 5 words): Oak Harbor Habitat-Harvest-History

Location (City): Oak Harbor

Project GIS Coordinates (*reference point*): 48.28471, - 122.65567

**Address and Contact Information for the Organization Applying for the Grant**

Applicant Name: City of Oak Harbor

Organization UBI Number: 153-000-005

Employer Identification Number: 91-6001476

Mailing Address: 865 SE Barrington Drive

City: Oak Harbor State: WA Zip Code: 98277

Applicant Contact Person: Brian Smith E-mail Address: bsmith@oakharbor.org

Title/Role with Organization: Parks and Recreation Director Phone number: 360-279-4526

Score of project location according to the Washington Environmental Health Disparities Map: Freund Marsh – Social Vulnerability Index of 7; Health Disparities Index of 6 Hal Ramaley – Social Vulnerability Index of 7; Health Disparities Index of 6 Harbor Heights – Social Vulnerability Index of 9; Health Disparities Index of 7

Project location is identified disadvantaged according to the Climate and Economic Justice Screening Tool:

Y  N

Tree Equity Score (if applicable): Freund Marsh – 52 Hal Ramaley – 52 Harbor Heights – 83

Brief Summary of the project (*not to exceed 3 lines of text*):

Oak Harbor Parks and Recreation Department is requesting funding to support its community forestry program. The project includes three activities: 1) Harbor Heights Trail & Education 2) Freund Marsh Restoration & Interpretative Signs and 3) Hal Ramaley Memorial Park Food Forest Restoration

Budget Summary (*Summarize total amounts from the budget worksheet. Round to the nearest dollar.*)

Grant funds requested \$ 102,850

Matching funds provided (not required) \$ 0

Funding requested (based on Grant funds requested):

\$10,000 - \$49,999  \$50,000 - \$199,999  \$200,000 - \$350,000

By signing this form, the undersigned agrees all information is accurate to the best of their knowledge.

Ronnie Wright, Mayor  
*Name and Title of Authorized Representative*

\_\_\_\_\_  
*Signature of Authorized Representative* *Date*

**EXHIBIT A – CERTIFICATION AND ASSURANCES FORM**

**BIDDER/APPLICANT INFORMATION**

Business Name:	City of Oak Harbor				
Name of Authorized Representative:	Ronnie Wright, Mayor				
Address:	865 SE Barrington Dr				
City:	Oak Harbor	State:	WA	Zip:	98277
Cell Phone:					
Office Phone:	360-279-4502				
E-mail:	<a href="mailto:rwright@oakharbor.org">rwright@oakharbor.org</a>				
TIN (Tax Identification Number): <a href="#">Internal Revenue Service</a>	91-6001476				
WA UBI (Unified Business Identifier): <a href="#">WA Department of Licensing</a>	153-000-005				

ALL IN-STATE BIDDERS/APPLICANTS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE.

OUT-OF-STATE BIDDERS/APPLICANTS SHOULD SEEK GUIDANCE FROM [WA DEPARTMENT OF LICENSING](#) FOR SPECIFIC UBI REQUIREMENTS.

**EXECUTIVE STAFF**

<b>List information for each principal officer (President, Vice-President, Treasurer, Chairperson of the Board of Directors, etc.).</b>			
NAME	TITLE	ADDRESS	PHONE NUMBER
Ronnie Wright	Mayor	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4502
Tara Hizon	Mayor Pro Tempore	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4561
Barbara Arms	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-
Shane Hoffmire	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4565
Eric Marshall	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-
Bryan Stucky	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4648
Chris Wiegenstein	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4564
Jim Woessner	Council member	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4566

Blaine Oborn	City Administrator	865 SE Barrington Dr Oak Harbor, WA 98277	360-279-4501
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Bidder/Applicant makes the following certifications and assurances as a required element of the bid, quotation, and/or proposal, to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Application (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Application and agrees to abide by the same.
2. **ACCURACY.** Bidder declares that all answers and statements made in the bid, quotation, and/or proposal are true and correct.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single bid, quotation, and/or proposal.
4. **FIRM OFFER.** The attached bid, quotation, and/or proposal is a firm offer for a period of 90 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
5. **CONFLICT OF INTEREST.** In preparing this bid, quotation, and/or proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this bid, quotation, and/or proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. **NO REIMBURSEMENT.** Bidder understands that the Agency will not issue reimbursement for any costs incurred in the preparation of this bid, quotation, and/or proposal. All bids, quotations and/or proposals become the property of the Agency, and the Bidder claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid, quotation, and/or proposal.
7. **DISCLOSURE.** Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
8. **PERFORMANCE.** Bidder agrees that submission of bid documents, quotation and/or proposal constitutes acceptance of the Application contents, including all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, the Bidder has described those exceptions in detail on a page attached to Bidder’s submission documents.
9. **HARASSMENT.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors/Grantee hereby have access to DNR Policy PO01-052 Sexual Harassment:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

10. **RESTRICTING COMPETITION.** No attempt has been made or will be made by the Bidder to persuade any other person or firm to submit or not to submit a bid, quotation, and/or proposal for the purpose of restricting competition.
11. **REFERENCES.** Bidder grants the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.
12. **LICENSED IN WASHINGTON STATE.** Bidder will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
13. **PREVIOUS STATE EMPLOYEES.** If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, list their name(s) on a separately attached page. WAC 415.02.325 RCW 41.50.139
14. **DEBARMENT.** Bidder certifies as follows (must check one):

**NO DEBARMENT.** Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

**DEBARRED.** As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

15. **CRIMINAL OFFENSE.** Bidder certifies as follows (must check one):

**NO CRIMINAL OFFENSE.** Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Application, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE.** As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Application , Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

16. **TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.** Bidder has not, within the three (3) year period preceding the date of this Competitive Application , had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.** As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Application , Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

17. **TAXES.** Bidder certifies as follows (must check one):

- TAXES PAID.** Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.** As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

18. **FINANCIALLY SOLVENT.** Bidder certifies as follows (must check one):

- FINANCIALLY SOLVENT.** Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Application.

OR

- NOT FINANCIALLY SOLVENT.** As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy

proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Application.

19. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):

**NOTE:** This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

**CURRENT LAWFUL REGISTRATION.** Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

**DELINQUENT REGISTRATION.** As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

20. **REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder, is conducting business other than as a sole proprietorship, certifies as follows (must check one):

**NOTE:** This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

**BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: 1 5 3 - 0 0 0 - 0 0 5

OR

**BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

**BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State.

21. **REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder certifies as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: 1 5 3 - 0 0 0 - 0 0 5 .

OR

BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue.

22. **WAGE THEFT PREVENTION.** Bidder certifies as follows (must check one):

No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement Application date.

OR

Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement Application date.

23. **WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).** Bidder certifies as follows (must check one):

No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

24. **WASHINGTON STATE SUBCONTRACTORS.** Bidder certifies as follows (must check one):

- No Subcontractors. If awarded a Contract, Bidder will not use subcontractors to provide the goods and/or services subject to this Competitive Application.

OR

- Yes Subcontractors. If awarded a Contract, Bidder will use subcontractors to provide the goods and/or services subject to this Competitive Application. Bidder must complete in its entirety EXHIBIT C – Sub Contractor inclusion plans per DES POL-DES-090-06

In such event, Bidder certifies that, as to the Agency, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

25. **WASHINGTON STATE CERTIFIED SMALL BUSINESS.** Bidder certifies as follows (must check one):

- Washington Small Business. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - Location. Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
  - Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder’s federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
  - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington’s Electronic Business Solution (WEBS).

OR

- Not Washington Small Business. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

26. **WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (must check one):

- Certified Veteran-Owned Business. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - a. A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - b. A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
    - c. An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
  - Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
  - WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution (WEBS).
  - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs WDVA and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses).

OR

- Not a Certified Veteran-Owned Business. Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

27. **MINORITY AND WOMEN OWNED PARTICIPATION** (must check one)

- Minority Owned Business
- Women-Owned Business
- None of The Above

28. **PREFERENCE FOR PCB-FREE PRODUCTS & PRODUCTS-IN-PACKAGING.**

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.  
**Note:** If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.280, the Washington State Department of Natural Resources is required to provide a preference to a Bidder that provides products and/or product packaging that do not contain Polychlorinated Biphenyls (PCBs). In the event products and/or product packaging are tested, and no products or product packaging contain zero PCBs, a preference of 5% will be given to bidders who provide evidence that the products and/or product packaging, identified above contain the least amount of PCBs. The method for testing products and/or packaging for PCBs must be per the U.S. Environmental Protection Agency (EPA) Analytical Method 1668c. (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for PCB-Free Products & Products-In-Packaging.

OR

- BID PREFERENCE FOR ALL PRODUCTS & PRODUCTS-IN-PACKAGING. Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Competitive Application . Bidder certifies that each and all of Bidder's products identified in the above referenced Competitive Application have been tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs. Bidder further certifies that the attached test results are the official test results for such products.

OR

- BID PREFERENCE FOR SPECIFIC PRODUCTS & PRODUCTS-IN-PACKAGING. Bidder IS seeking a bid preference for Bidder's following specific product(s) pertaining to the above referenced Competitive Application . Bidder certifies that each of Bidder's listed product(s) pertaining to the above referenced Competitive Application have been tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs. Bidder further certifies that the attached test results are the official test results for such product(s).

29. **PREFERENCE FOR ELECTRONIC PRODUCTS**

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.

**Note:** If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.265, the Agency is required to provide a preference to a Bidder that provides electronic products that have achieved EPEAT Silver or Gold registration.

Bidders who seek to obtain the bid preference for electronic products must certify that the products identified have achieved EPEAT Silver or Gold registration. Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Electronic Products  
OR
- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Application. Bidder certifies all product(s) identified above have achieved EPEAT Silver or Gold registration. Documentation to support the EPEAT registration for each applicable product is attached to this certification.

**30. PREFERENCE FOR NON-HYDROFLUOROCARBONS (HFCS)**

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.

**Note:** If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.310, the Agency is required to provide a preference to a Bidder that provides products that contain NO HFCs or contain HFCs with a comparatively low global warming potential. The products that will be eligible for a preference are all products with an "Acceptable" Substitute Listing Status, as identified by the [Environmental Protection Agency's \(EPA\) Significant New Alternatives Policy \(SNAP\)](#) Program. Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Electronic Products  
OR
- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Application. Bidder certifies all product(s) identified above have an "Acceptable" Substitute Listing Status as identified by the [EPA SNAP Program](#). Documentation to support the "Acceptable" Substitute Listing status for each applicable product is attached to this certification.

**31. PREFERENCE FOR NON-MERCURY ADDED PRODUCTS**

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.

**Note:** If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 70.95M.060, the Agency is required to provide a preference to a Bidder that provides products that contain the least amount of mercury-added compounds or components or if the product containing mercury is designed to reduce electricity

consumption by at least forty percent and there is no non-mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Non-Mercury Added Products

OR

- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Application. Bidder certifies all product(s) identified above listed above that are eligible for the preference, and as contained in the Interstate Mercury Education and Reduction Clearinghouse Mercury-Added Products Database. Documentation to support the preference is attached to this certification.

### 32. PREFERENCE FOR RECYCLED CONTENT PRODUCTS

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.

**Note:** If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.255, the Agency is required to provide a preference to a Bidder that provides products that contain recycled material. All bidders must certify whether they are seeking the statutory preference for products containing recycled material.

Bidders who seek to obtain the preference for Products Containing Recycled Material must certify that the products identified in above exceed the minimum required amount(s) of post-consumer or total recycled material described in the relevant section of the [Environmental Protection Agency's Comprehensive Procurement Guideline Program](#). Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Recycled Content Products

OR

- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Application. Bidder certifies all product(s) identified above listed above exceed the Environmental Protection Agency's Comprehensive Procurement Guidelines standard (as it existed on July 1, 2001) recommended content level percentages or the minimum product specification. The recycled material levels of all product(s) eligible for the preference are attached to this certification.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that I am authorized to make these certifications and assurances on behalf of the firm listed herein.

City of Oak Harbor

\_\_\_\_\_  
PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION, AND/OR PROPOSAL

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON

\_\_\_\_\_  
DATE SIGNED

RONNIE WRIGHT

\_\_\_\_\_  
PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

MAYOR

\_\_\_\_\_  
TITLE OF PERSON SIGNING CERTIFICATE

ISLAND COUNTY WASHINGTON

\_\_\_\_\_  
PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN.

**EXHIBIT B – MANAGEMENT PROPOSAL FORM**

Items marked “mandatory” must be included as part of the bid, quotation, and/or proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

<b>A. PROJECT MANAGEMENT (SCORED)</b>		
<b>A1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS (SCORED)</b>		
<p>All Bidders/Applicants are <b>REQUIRED</b> to provide a description of the proposed project team structure and internal controls to be used during the course of this project, including any Subcontractors. Include who will provide invoices and other contract administration duties. Include who within the business will have prime responsibility and final authority for the work.</p> <p>The City of Oak Harbor’s Project Team is comprised of the Parks and Recreation Director, Parks Supervisor, City Arborist and Grants Administrator. The city has procurement policies that align with 2 CFR 200 regulation. The Central Services Manager is responsible for ensuring procurement policies and procedures are followed. The Parks and Recreation Director will have prime responsibility and final authority over the work. The Parks Supervisor and City Arborist will be responsible for managing the activities of the grant. The Grants Administrator will be responsible for grant compliance and will submit reimbursement requests with appropriate back up to DNR.</p>		
<b>A2. STAFF QUALIFICATIONS/EXPERIENCE (SCORED)</b>		
<p>All Bidders/Applicants are <b>REQUIRED</b> to identify staff, including Subcontractors, who will be assigned to the potential contract. Indicate responsibilities and qualifications of each staff member and include the amount of time each will be assigned to the project. Resumes are not required as indicated in Section 3.2 Bidder/Applicant Checklist. Any staff substitution <b>MUST</b> have the prior approval of the Agency.</p>		
<b>STAFF NAME</b>	<b>RESPONSIBILITIES &amp; QUALIFICATIONS</b>	<b>ESTIMATED TIME ON PROJECT</b>
Brian Smith, Parks & Recreation Director	Prime responsibility and final authority over work. Procurement approval. Brian has 17 years experience in Parks and Recreation managing multiple projects with multi-million dollar budgets, managing grants, leading a P&R department with 450 employees and directly managed 13 division managers.	4/hour/month
Brandon Cable, Parks Supervisor	Direct management of projects in collaboration with City Arborist. He will also work with the Grants Administrator on progress and financial reporting. Brandon has supervised up to 40 staff members at a time and managed multi-million dollar projects over the past 12 years of his career.	10-15% annually (depending on project)

Bob Bailey, City Arborist	Direct management of projects in collaboration with Parks Supervisor. Implementation of project activities. Bob has been an International Society of Arboriculture-certified arborist for 20 years and has worked in the forestry industry for over 25 years. He has also been a certified utility arborist for the last 18 years. He has been directly involved in developing and implementing urban forestry management plan for the City of Bellingham, WA (population 90,000) and now with the City of Oak Harbor, WA.	20-25% annually (depending on project)
Wendy Horn, Grants Administrator	Compliance, financial monitoring, reporting & reimbursement submittals. Wendy has over 20 years of experience writing, managing and monitoring Federal, State and interlocal grants. She is responsible for the City's grants management which includes assisting in development of proposals, financial monitoring, reporting and reimbursements for all the City's grants from private, interlocal, State and Federal agencies.	10% annually (appx 40hr per quarter)

**A3. SCHEDULE**  
All Bidders/Applicants are **REQUIRED** to provide a written work plan for how the Scope of Work will be completed. Include estimated timelines, crews, and/or equipment used, and how the firm will deal with unanticipated disruptions to the schedule. This schedule should be described in detail in **EXHIBIT F – Project Proposal**.

**See Exhibit F**

**B. EXPERIENCE**

**B1. KNOWLEDGE, SKILLS, AND ABILITIES – REQUIRED (PASS/FAIL)**  
All Bidders/Applicants are **REQUIRED** to check each box verifying that their experience meets the required knowledge, skill, or ability identified.

<b>CHECK FOR VERIFICATION</b>	<b>REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES</b>
<input checked="" type="checkbox"/>	Bidder/Applicant has all the required knowledge, skills, and abilities to successfully complete their proposed project within the given time frame.

**B2. EXPERIENCE OF THE BIDDER/APPLICANT (SCORED)**

Describe in detail the experience the Bidder/Applicant and any Subcontractors have in projects similar to the project proposed herein.

City of Oak Harbor

The City has extensive experience in successfully completing similar projects to the ones being proposed. In the last 10 years, the city has completed the Sunrise Park expansion, Red Wing Park, Heritage Tree Program, Fireside Park Development and Woodbury Park Development, to name just a few. Director Smith has successfully managed park development projects in Colorado and Wisconsin before joining Oak Harbor's Parks & Recreation Department as its Director. Park Supervisor Cable successfully managed multi-million dollar projects on time and on budget in prior positions.

**C. RELATED INFORMATION (MANDATORY)**

**C1. TERMINATION FOR DEFAULT (PASS/FAIL)**

HAS THE BIDDER/APPLICANT OR SUBCONTRACTOR HAD A CONTRACT

TERMINATED FOR DEFAULT IN THE LAST FIVE (5) YEARS?

Yes  No

Termination for default is defined as notice to stop work due to the Bidder's/Applicant's nonperformance or poor performance and the issue of performance was either a) not litigated due to inaction on the part of the Bidder/Applicant or b) litigated and such litigation determined that the Bidder/Applicant was in default.

If the Bidder/Applicant answered yes above, describe the incident. Submit full details of the terms of default including the other party's name, address, and phone number. Present the Bidder's/Applicant's position on the matter. The Agency will evaluate the facts and may, at its sole discretion, reject the bid, quotation, and/or proposal on the grounds of past experience.

**C2. CURRENT/FORMER STATE EMPLOYEE (PASS/FAIL)**

Identify any current or former state employees employed by the state in the past 24 months, currently employed by or on the governing board of the firm or any Subcontractor as of the date of the date of bid, quotation, and/or proposal submittal. Include their position and responsibilities within the Bidder's/Applicant's or Subcontractor's organization. If following a review of this

information, it is determined by the Agency that a conflict of interest exists, the Bidder/Applicant may be disqualified from further consideration for the award of a contract.

CURRENT/FORMER STATE EMPLOYEE NAME:

AGENCY WHERE CURRENTLY/FORMERLY EMPLOYED:	
POSITION HELD:	
SEPARATION DATE:	
POSITION WITHIN BIDDERS FIRM:	
RESPONSIBILITY WITHIN BIDDERS FIRM:	

**D. REFERENCES (SCORED)**

Demonstrating reliability, customer service, conflict resolution.

Provide at least 1 reference. By submitting a bid, quotation, and/or proposal, the Bidder/Applicant grants permission to the Agency to contact these references and others, who from the Agency's perspective, may have pertinent information. Current Agency staff CAN be used as references.

BUSINESS REFERENCE NAME:	WA Department of Ecology – Stormwater Grants			
NAME OF AUTHORIZED CONTACT:	Kyle Graunke, Stormwater Grant Manager			
ADDRESS:				
CITY:	Olympia	STATE:	WA	ZIP:
CELL PHONE:				
OFFICE PHONE:	360-628-3890			
E-MAIL:	Kyle.graunke@ecy.wa.gov			
TIME FRAME OF SERVICES PROVIDED:	Ongoing			
DESCRIPTION OF SERVICES PERFORMED:	Grants administration for the Biennial Stormwater Capacity Grant Program.			

BUSINESS REFERENCE NAME:	WA Department of Commerce – Growth Management Services			
NAME OF AUTHORIZED CONTACT:	Lexine Long, Senior Planner			
ADDRESS:				
CITY:	Olympia	STATE:	WA	ZIP:
CELL PHONE:				
OFFICE PHONE:	360-480-4498			
E-MAIL:	Lexine.long@commerce.wa.gov			

<b>TIME FRAME OF SERVICES PROVIDED:</b>	2021-2023			
<b>DESCRIPTION OF SERVICES PERFORMED:</b>	Grant administration for the Housing Action Plan Implementation			
<b>BUSINESS REFERENCE NAME:</b>				
<b>NAME OF AUTHORIZED CONTACT:</b>				
<b>ADDRESS:</b>				
<b>CITY:</b>		<b>STATE:</b>		<b>ZIP:</b>
<b>CELL PHONE:</b>				
<b>OFFICE PHONE:</b>				
<b>E-MAIL:</b>				
<b>TIME FRAME OF SERVICES PROVIDED:</b>				
<b>DESCRIPTION OF SERVICES PERFORMED:</b>				

---

**SIGNATURE OF AUTHORIZED PERSON**

**DATE SIGNED**

**RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN.**

## **EXHIBIT C – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

### **INFORMATION & INSTRUCTIONS FOR COMPLETING EXHIBIT C DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

1. Bidders who, if awarded a Contract, intend to use subcontractors, must complete Exhibit C – Diverse Business Inclusion Plan – Subcontractors in the form set forth herein. Awarded bidders who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors to perform the Contract.

**Note:** Exhibit C – Diverse Business Inclusion Plan – Subcontractors is **NOT** required if bidder, if awarded, does **NOT** intend to use subcontractors for this contract.

2. As part of the Diverse Business Inclusion Plan – Subcontractors, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder’s contractual obligations, if bidder is awarded a contract pursuant to this Competitive Application. This list should identify any subcontractors who are small/diverse businesses as defined above.

**Note:** The businesses included in the Diverse Business Inclusion Plan – Subcontractors are listed as examples of the businesses that bidder may use as subcontractors and does **NOT** obligate bidder to utilize those specific businesses in performing the Contract, if awarded. If awarded, the bidder’s Diverse Business Inclusion Plan – Subcontractor will be incorporated into the terms and conditions of the resulting Contract and bidder will report performance and progress to the Agency as set forth in the Contract and in annual contract management meetings.

3. Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
4. If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
5. The small/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the Diverse Business Inclusion Plan – Subcontractors has a zero small/diverse business participation amount. The Agency, however, encourages bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the Diverse Business Inclusion Plan – Subcontractors. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.
6. The Agency will review the Diverse Business Inclusion Plan – Subcontractors for a genuine effort and the maximum opportunity to contribute toward the Agency’s aspirational goals. Awarded bidders who utilize subcontractors will meet with the Agency annually regarding their small/diverse business aspirational inclusion goals and outreach efforts set forth in their Diverse Business Inclusion Plan – Subcontractors.

**1. BIDDER’S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS)**

List bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Application.

<b>SMALL/DIVERSE BUSINESS CATEGORY</b>	<b>AGENCY GOALS*</b>	<b>ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS)</b>
Minority-Owned Business	5%	5%
Woman-Owned Business	5%	5%
Veteran-Owned Business	1%	1%
Washington Small Business	10%	10%

**2. BIDDER’S DIVERSE BUSINESS SUBCONTRACTING LIST**

Provide the firm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a contract pursuant to this Competitive Application . Please identify the names of the firms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the firm’s applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).

<b>STATE CERTIFICATION CATEGORY</b>	<b>LIST OF FIRMS</b>
Minority-Owned Businesses	
Woman-Owned Businesses	
Veteran-Owned Businesses	
Washington Small Businesses	

**3. DESCRIBE BIDDER’S PLAN TO MEET OR EXCEED BIDDER’S VOLUNTARY *DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS, INCLUDING OUTREACH. IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL DOCUMENTS.***

The City of Oak Harbor utilizes the MRSC roster for Washington which identifies minority, woman, veteran owned businesses as well as Washington small businesses.

**4. IDENTIFY BIDDER’S PRIMARY CONTACT FOR BIDDER’S *DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS*. IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL DOCUMENTS.**

**Sandra Place, Central Services Manager**

\*Agency diversity goals are based on [FY22 OMWBE reporting results](#) and will be updated after the DES Diversity policy requirements have been analyzed.

Bidder commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

City of Oak Harbor

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION, AND/OR PROPOSAL

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

RONNIE WRIGHT

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

MAYOR

TITLE OF PERSON SIGNING CERTIFICATE

ISLAND COUNTY, WASHINGTON

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN

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

Bill No. 8.a.  
Date: January 2, 2024  
Subject: Rural County Economic  
Development Interlocal  
Agreement 2023 - Oak Harbor  
Marina Project Grant Award

**FROM: Blaine Oborn, City Administrator**

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

- Ronnie Wright, Incoming Mayor
- Blaine Oborn, City Administrator
- David Goldman, Finance Director
- Hillary J. Evans, City Attorney, as to form

**RECOMMENDED ACTION**

I move to authorize the Mayor to sign the Island County Rural County Economic Development Infrastructure Investment Interlocal Agreement for the City's Marina Dredging Project.

**BACKGROUND / SUMMARY INFORMATION**

The Rural County Economic Development Infrastructure Investment fund is administered by Island County. The funds are used to improve the economy of Island County by creating and retaining ongoing private sector jobs. To achieve this, the program offers grants to local governments with qualifying proposals to assist in financing the cost of public facilities that will assist businesses in creating and retaining jobs. The sales taxes used to support this program comes from a rebate back to Island County of Washington state's share 6.5% of sales-and-use taxes authorized by RCW 82.14.370, and therefore does not increase the tax to the consumer.

The city applied for a grant from the RCED fund to offset the cost of dredging the Marina. The County awarded the project \$1,000,000.

The agreement outlines the purpose of the grant, the timeline for use and other requirements under the program.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

These funds will be used as part of the dredging project. This is a capital project that is currently scheduled to take place in Fiscal Year 2025. The \$1,000,000 grant will offset the \$4,500,000 in bonds currently budgeted to pay for the dredging.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

At the June 21, 2023 council meeting, the City Council approved applying for a Rural County Economic Development grant from Island County to help offset the cost of dredging the City's Marina. The request was for \$2,000,000 plus \$300,000 for repairs to Mariners Haven.

**ATTACHMENTS**

1. [RCED Interlocal Agreement Powerpoint](#)
2. [Marina Dredging Project RCED Interlocal Agreement](#)
3. [Exhibit A RCED Policy and Resolution](#)
4. [Exhibit B Marina RCED Application](#)

**CITY OF OAK HARBOR**  
**RURAL COUNTY ECONOMIC DEVELOPMENT**  
**MARINA DREDGING**  
**INTERLOCAL AGREEMENT**



CITY OF  
**Oak Harbor**  
WHIDBEY ISLAND, WASHINGTON

City of Oak Harbor  
City Council Meeting  
01/02/2024

# ISLAND COUNTY RCED

## ■ Rural County Economic Development Infrastructure Investment Fund

- Goal: Improve the economy of Island County by creating and retaining ongoing private sector jobs.
- Assist in financing the cost of public facilities assist businesses in creating and retaining jobs.
- Sales taxes used to support this program comes from a rebate back to Island County of Washington state's share 6.5% of sales-and-use taxes authorized by RCW 82.14.370, and therefore does not increase the tax to the consumer.

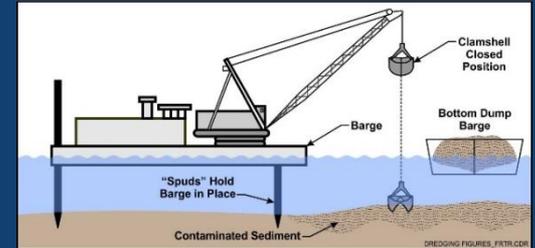
# DREDGING PROJECT

## Steps Taken So Far:

- Received City Council authorization for the project
- Hired Moffat & Nichol
  - Engineering, Design, Permitting, & Project Management
- Conducted a bathymetry survey
- Calculated potential mitigation costs
  - Approximately \$800,000 - \$1,000,000

## In the process of:

- Identifying dredge areas
- Creating dredge design options
- Identifying potential mitigation options
- Conducting a feasibility study
- Determining permit process & requirements
- Identifying marina redevelopment options



# OAK HARBOR MARINA RCED INTERLOCAL AGREEMENT

- **RCED Interlocal Agreement**
  - Awarded \$1,000,000
  - Will offset the \$4.5 million budgeted in bonds/other revenues
  - Funds will be held in RCED Account until City requests reimbursement
  - Interlocal agreement outlines other requirements of the grant





# OAK HARBOR RCED INTERLOCAL AGREEMENT

## Questions?

Contractor: City of Oak Harbor  
Project: Oak Harbor Marina Dredging Project  
Contract No.: RM-CA-2023-429

**GRANT AGREEMENT  
RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS**

**THIS GRANT AGREEMENT** is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Island County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the “County”) and the City of Oak Harbor, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington, (the "City"), on the date shown below.

**RECITALS**

- A. The County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Island County Code Chapter 3.02C. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas.
- B. On February 20, 2018, the Island County Board of County Commissioners adopted Resolution C-19-18 Authorizing the Island County Rural County Economic Development Infrastructure Investment Program and Policies (the “Program”) attached hereto as Exhibit A and incorporated by this reference as if fully set forth herein. .
- C. The Island County Board of County Commissioners at its \_\_\_\_\_ meeting approved the award of Rural County Economic Development Funds (“Awarded Funds”) to assist the Oak Harbor Marina Dredging Project in financing the costs of a public facility improvement project known as the City of Oak Harbor Marina Dredging Project (the “Project”). The Project is more particularly described in the City’s Application for Rural County Economic Development Funds (“Application”) submitted on May 15, 2023, attached hereto as Exhibit B and incorporated by this reference as if fully set forth herein. This Grant Agreement sets forth the terms and conditions applicable to the Awarded Funds.
- D. The County approves Awarded Funds in the amount of One Million Dollars (\$1,000,000.00) for the Project , subject to availability of funds in the Rural County Economic Development Fund Account.
- E. The City has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.
- F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

## AGREEMENT

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for costs of the Project. The Project is more particularly described in the Application.

2. Project Time / Budget. Work on the Project shall be substantially complete no later than June 1, 2026. For purposes of RCW 39.34.030(3)(d), the City will establish and maintain a Project construction budget. The City will be responsible for acquiring, holding, and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the City hereunder.

3. Design/Project Management. The County shall have no responsibility for the design or management of the Project. The City shall have the sole authority to design and manage the Project, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing of the Project.

4. Allowable uses. The Awarded Funds shall be used by the City solely for Project costs considered permitted uses under RCW 82.14.370, Island County Code Chapter 3.02C.040(A), and eligible for reimbursement under the Program. City administrative costs are not eligible for reimbursement. The City hereby warrants and guarantees that the Project shall be completed for uses as described herein.

5. Financing. The Fund Award amount is One Million Dollars (\$1,000,000.00). The City shall provide a matching contribution of at least ten percent (10%) of Project costs eligible under the Program (“City Match”). Upon receipt of a request for reimbursement and documentation evidencing that the City has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt. The full City Match of One Hundred Thousand Dollars (\$100,000.00) shall apply to the first reimbursement request and shall be demonstrated to the satisfaction of the County prior to distribution of Awarded Funds.

6. Repayment Guarantee. If it is determined that any portion of the Awarded Funds was used for any purpose not authorized under this Agreement, the City hereby guarantees that it will repay to the County all such unauthorized funds, together with accrued interest at the same rate as if the unauthorized funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the City within forty-five (45) days of written request made by the County.

7. Documentation. The City shall maintain for a period of six (6) years records documenting that the Awarded Funds were used solely for the purposes contained herein. The City shall make Project records available for inspection or audit by the County or its duly authorized representatives.

8. Reporting. The City shall file a report with the Board of County Commissioners by January 31<sup>st</sup> of the year succeeding completion of the Project, for 5 years, reflecting the number of jobs and businesses created and retained as a result of the Project, along with other related information reasonably required by the County to measure the economic impact of its financial assistance (“Board Report”).

The City shall also file a report with the County Auditor, with a copy to the County Administrator, by January 31 of each year thereafter when the City has been reimbursed in the prior year under Section 6 above (“Auditor Report”). The report must show the following:

- (a) List the name of the project;
- (b) Indicate where the project is listed in the City’s economic development plan or the economic development section of the City’s comprehensive plan;
- (c) List the Oak Harbor Marina Dredging Project’s total expenditures for the project from rural county sales and use tax funds received from the County in previous year and in prior years, if applicable;
- (d) List the actual or estimated number of businesses created/retained by the Project; and
- (e) List the actual or estimated number of jobs created/retained by the Project.

9. Indemnification. The City shall be solely responsible for administration of the Project. The City shall at all times protect, indemnify and save harmless the County from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable counsel fees, and expenses) imposed upon or reasonably incurred by or asserted against the County on account of (i) any failure of the City to comply with any of the terms of this Agreement or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project in violation of applicable law (including environmental laws); provided, the City has no obligation to indemnify the County for any claim or liability resulting from the County’s negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

The City shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability, or an equivalent, in the amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 Aggregate, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the City from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the City or by anyone directly employed by or contracting with the City.

The City shall maintain, during the life of this Agreement, Business Automobile Liability Insurance, or an equivalent, in the amount of \$1,000,000.00 Bodily Injury and Property Damage per combined single limit to protect the City from claims which may arise from the performance of this Contract, whether such operations are by the City or by anyone directly or indirectly

employed by the City.

In lieu of the insurance requirements set forth above, the City may provide proof of comparable coverages through membership in a local government insurance pool authorized pursuant to Chapter 48.62 RCW.

10. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the City’s chief administrative officer shall administer the Project.

11. Modification of the Agreement. This Agreement may be modified only by the written consent of each party.

12. Term of Agreement and Termination. This Agreement shall become effective on full execution hereof and compliance with Section 13 and shall expire upon the payment in full to the City, if any, for any documented reimbursement request owed by the County pursuant to Section 6 of this Agreement.

13. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the City’s Internet website.

14. Survival. Sections 6, 7, 8, 9, and 10 of this Agreement shall survive the termination of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

By: \_\_\_\_\_  
Jill Johnson, Chair

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of the Board

City of Oak Harbor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

In The Matter Of Approving The Island County  
Rural County Economic Development  
Infrastructure Investment Program And Policy

) RESOLUTION C-19-18

**WHEREAS**, Island County is authorized to retain a portion of the state sales taxes collected (known as Rural County Economic Development funds) to improve the local economy by financing public infrastructure; and

**WHEREAS**, in 2002 Island County implemented a countywide program that would allow local governments to utilize Rural County Economic Development funds to help build needed infrastructure and public facilities that would enable economic growth and provide family wage jobs in Island County; and

**WHEREAS**, the Board of County Commissioners desires to update the program's policy and procedures as shown in Exhibit A Rural County Economic Development Infrastructure Investment Program; **NOW THEREFORE**,

**IT IS HEREBY APPROVED AND ORDERED** that the Island County Economic Development Infrastructure Investment Program, policy and procedures are hereby updated and adopted as shown in Exhibit A attached hereto.

**ADOPTED** on February 20, 2018.

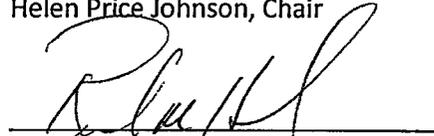
BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON



Attest:

  
Debbie Thompson, Clerk of the Board

  
Helen Price Johnson, Chair

  
Richard M. Hannold, Member

  
Jill Johnson, Member

EXHIBIT A

RURAL COUNTY ECONOMIC DEVELOPMENT  
INFRASTRUCTURE INVESTMENT PROGRAM



RURAL COUNTY ECONOMIC DEVELOPMENT  
INFRASTRUCTURE INVESTMENT  
PROGRAM

Island County is authorized by RCW 82.14.370 to retain a portion of the state’s share of sales and use taxes to finance public facilities. The goal of Island County’s Rural County Economic Development Infrastructure Investment Program is to improve the economy of Island County by creating and retaining ongoing, private sector jobs. To achieve this, the Rural County Economic Development Infrastructure Investment Program offers grants to local governments with qualifying proposals to assist in financing the cost of public facilities that will assist businesses in creating and retaining jobs.

Local government agencies and port districts within Island County are eligible to apply for grant awards. Local governments include the county, cities, port districts, water and sewer districts and other districts that may implement projects consistent with the objectives of this program.

Public facilities mean

... means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.

Public facility projects include acquisition, construction, repair, reconstruction, replacement, or rehabilitation or improvement to existing facilities.

**Program Objectives**

The objectives of the program are to assist in financing public facilities that will stimulate private capital investments which benefit the community and public-at-large and

- A. Increase the number of ongoing, family wage jobs available to local residents.
- B. Retain businesses and/or facilitate the expansion of existing businesses within Island County.
- C. Attract new businesses to Island County that create family wage jobs.
- D. Support a stable and diversified local economy.

### Project Selection

In selecting proposals for funding, Island County may give additional consideration to projects based upon

- Broad impact to Island County
- Local business and community support
- Leverage Rural County Economic Development funds to the greatest degree for maximum economic impact within Island County
- Immediacy of the resulting benefit to the community
- Readiness to proceed

Planning/feasibility only projects are not eligible for funding.

### Program Policies

- 1) Island County will only award funds to qualifying projects that:
  - a. Comply with all federal, state, county and other applicable local regulations.
  - b. Are "listed as an item in the officially adopted county overall economic development plan, or the economic development section of the county's comprehensive plan, or the comprehensive plan of a city or town located within the county for those counties planning under RCW 36.70A.040." RCW 82.14.370(3)(a)
  - c. Meet objectives of the Rural County Economic Development Fund program.
  - d. Are consistent with local and/or regional economic goals.
  - e. Are compatible with local comprehensive plans.
- 2) Awards will be allocated through an annual application process. The Board of Island County Commissioners may at its sole discretion reduce or partially fund requests based upon review of the applications and funds available. There is no obligation or commitment to award any funds in an application cycle. The Board also reserves the right to fund requests made outside of the annual application process.
- 3) Applications must be submitted using the Rural County Economic Development Fund Application form. Supplemental materials may be included in a submittal package. Applications that do not include job and wage information will be not be considered complete. In order to be considered, applications must be complete and submitted by the announced deadline.
- 4) Each project application should have a project description that identifies distinct project objectives directly related to the program objectives. Measurable milestones should be included.
- 5) Rural County Economic Development grants may be used to leverage other funding sources toward financing the total project. Funding awarded to any project shall be contingent on the project securing matching funds (if applicable) from additional sources (grants, loans, etc.) within the timeline proposed in the application.

- 6) A local match of at least ten percent (10%) or more of the total project costs is required. The local match can be provided by investing cash in the project, grants, loans, in-kind contribution, donations, private investment or other appropriate revenue source.
- 7) Project proposals must demonstrate a complete financial plan that will be used to successfully complete the project.
- 8) The applicant documents all permits required to complete the project and describe the anticipated timeframe for securing such permits.
- 9) Only design, A&E services, permits and construction costs will be reimbursed. Construction costs include project materials, payments to contractors for work performed, etc. Rural County Economic Development monies may not be spent on soft costs such as planning and feasibility studies or administrative costs. However, soft costs may be used as matching funds. In the rare occurrence of a project being cancelled, stopped or otherwise ended before completion, any reimbursements for design costs and A&E services must be repaid to the Rural County Economic Development Infrastructure Investment Program. Funds may not be used to reimburse work performed prior to the start date of the grant award agreement with Island County, unless otherwise approved.
- 10) Island County will not increase grant awards to pay for project overruns. Therefore, applicants should rationally anticipate contingency costs associated with the project.
- 11) Awards will be withdrawn if project construction is not initiated within 12 months of the award date. Applicants may reapply if funding is withdrawn.
- 12) Successful applicants will be required to enter into an Interlocal grant agreement and to submit annual project reports and data necessary for reporting to the State Auditor's Office.

### Selection Process

Applications will be reviewed for completeness by county personnel. Projects meeting the minimum requirements will be presented to the Board of County Commissioners for consideration. Some, all or none of the applicants may be asked to make an oral presentation to the Board of County Commissioners at a public meeting. Representatives from the cities, town, and port districts with Island County and the Economic Development Council will be invited to attend presentations, and asked to provide written comments on each application presented within 2 weeks after presentations. Within 60 days of applicant presentations, the Board of County Commissioners will consider awards, if any. The Board of Island County Commissioners is the decision making authority for all Rural County Economic Development fund awards.

**Timeline**

Prior to February 15 annually	County Commissioners review financial projections and sustainability of the Rural County Economic Development Program, and determine whether or not to call for applications.
No later than February 15	Eligible entities will be notified of an award cycle.
March 31	Deadline for submittal of applications
April	County personnel review applications for completeness and minimum program requirements.
May/June	Qualifying applicants make oral presentations at Commissioners' meeting. Written comments by cities, town, ports and EDC on each application presented are due 2 weeks after oral presentations.
Within 60 days of presentations	County Commissioners consider awards.

**Program Administration**

- 1) The Island County Rural County Economic Development fund is administered by the General Services Administration (GSA) department under the supervision of the Board of Island County Commissioners.
- 2) Rural County Economic Development funds will be used to pay for administrative costs of managing the program.
- 3) GSA will
  - a. Administer the application process according to the policy and procedures.
  - b. Monitor the financial performance of the Rural County Economic Development Fund program and promptly inform the Board of Island County Commissioners of any matters requiring its attention.
  - c. Review reimbursement requests to ensure such costs are eligible for reimbursement under the terms of the grant award.
  - d. Prepare an annual Rural County Economic Development budget submittal as part of the overall county budget.
  - e. Prepare and submit to the Board of Island County Commissioners an annual program report. This report will include:
    - Rural County Economic Development fund financial performance.
    - Summary of activities financed during the reporting period.
    - Summary of data and statistics reported by each agency receiving Rural County Economic Development funds.



## **RCED Funding Application**

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# **Island County Rural County Economic Development Infrastructure Investment Program- 2023 Funding Application**

Island County Board of Commissioners / Attn: County Administrator  
1 NE 7th Street, Coupeville, WA 98239 / (360) 679-7311 [www.islandcountywa.gov](http://www.islandcountywa.gov)

**SUBMISSION DEADLINE IS 4:30pm May 16, 2023.**

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### **Part 1: Applicant Information**

**Organization Name**

City of Oak Harbor WA

**Address**

865 SE Barrington Dr, Oak Harbor, Washington 98277

**Primary Contact Name**

Blaine Oborn

**Phone**

(360) 479-4501

**Email**

[boborn@oakharbor.org](mailto:boborn@oakharbor.org)

## Part 2: Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

### Project Name

Oak Harbor Marina Improvement Project

### Location

Oak Harbor

### Description

The first part of this request is for planning, permitting and dredging of the marina. The second part of this request is for new siding and roof at Mariners Haven Boatyard.

### Use of funds

The bulk of these funds will be used for design, permitting and dredging of the Oak Harbor Marina. The remaining funds be used for contractor services to install new roof and siding at Mariners Haven Boatyard.

## Part 3: Required Resources

Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Island County

**Total funding requested**  
\$2,300,000.00

Amount primary sponsor/organization is contributing to this project

**Sponsor Funded Amount**  
\$3,200,000.00

**Total Project Cost**  
\$5,500,000.00

### Comments

The marina is an economic driver for the community with 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year and a year round average occupancy rate of approximately 85%. The marina is an Enterprise Fund Department of the City and does not receive any taxpayer funds or support. The marina relies solely on its users and grants for financial support. It charges users a dredging surcharge, but that fee does not cover the full cost of dredging. It should be noted that the marina is an "aquatic" park that is used and enjoyed by the boating and non-boating general public.

In 2021, the marina generated \$2.1 million dollars in revenue and had \$1.9 million dollars in expenses. The estimated cost of dredging including design, planning and permitting is \$5,000,000. The marina does not have another way to generate the capital needed to fund the cost of dredging the marina. Because it is owned by the City and not a Port Authority, there is little, if any, county, and state grants or federal assistance opportunities available to fund this the dredging project.

As the County Commissioners are aware, the City is in the process of purchasing the Mariners Haven boatyard and believes that it will become a key economic driver for the City and marina. As part of the due diligence process, the building inspection identified that the siding and roof on the front building need to be

replaced. The estimated cost of this is \$300,000 - \$500,000, depending on what is found when the existing siding and roof are removed.

## Part 4: Growth Management

Per RCW 82.13.370 (3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. **Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans).**

<b>Name of Plan</b> City of Oak Harbor Comprehensive Plan, Capital Improvements Plan	<b>Copy of Resolution/Ordinance</b> 5.02.23 Regular Meeting Minutes.pdf
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<b>Project Location</b> Oak Harbor Marina	<b>Zoning</b> Maritime
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**Compatibility**  
The functionality of the Marina and the need for improvements to it is embedded in each layer of the City's planning documents, including the Comprehensive Plan, the Capital Improvements Plan, the Marina Redevelopment Program, and the Marina Improvement Plan. One of the Comprehensive Plan's overarching goals focuses on the economic development and vitality of Oak Harbor, specifically the waterfront and downtown corridor, and increasing business traffic to this region. Increasing the depth of the marina ensures that vessels of all shapes, sizes and drafts are able to access the marina at all tides thus meeting these economic development goals. Residing and reroofing the front building at Mariners Haven ensures that once the purchase is completed that the building will provide a safe and efficient facility for boat repair and maintenance. Both of these projects will ensure that the marina remains a viable economic driver for the city with multiple jobs being maintained and created for many years to come.

## Part 5: Value Proposition

**Supports Business(es)?**  
Yes

### Supported Businesses

#### Business 1

**Business Name**  
Oak Harbor Marina

#### Business 2

**Business Name**  
Mariners Haven Boatyard

#### Business 3

**Business Name**  
Fathom Marine

#### Business 4

**Business Name**  
Diesel Outboards Northwest

## **Business 5**

**Business Name**  
Island Dive Service

## **Business 6**

**Business Name**  
Cold Water Diving

## **Business 7**

**Business Name**  
Saratoga Charters

## **Business 8**

**Business Name**  
Humphrey Signs

## **Business 9**

**Business Name**  
Island Life

## **Business 10**

**Business Name**  
Oak Harbor Yacht Club

## **Business 11**

**Business Name**  
Americas Boating Club of Deception Pass

## **Business 12**

**Business Name**  
North Puget Sound Dragon Boat Club

**Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.**

### **Explain Jobs Impact**

The proposed project most directly supports the City of Oak Harbor Marina. Indirect benefits are also thought to exist as well. Small businesses that support the boating public (e.g. certain kinds of boat maintenance or repair) are frequently located within or serve the Oak Harbor Marina. Ensuring that boats are able to moor, dock, enter and exit the marina as well as have a facility to have boats repaired and serviced are vital to these small business and also may create more jobs as bigger more complex boats are able to access the marina and

be serviced and repaired.

Provide information on the following: (1) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, anticipated as the result of the project. Please be as specific as possible. **Generic information may not be scored. Do not include any construction-related jobs.**

Number of Jobs/FTEs	<b>Retained</b> 6	<b>Created 1-3 Years</b> 1	<b>Created 4 Years</b> 1
Average Wage/FTE	<b>Retained Wage</b> \$82,256.00	<b>Created 1-3 Years Wage</b> \$84,723.00	<b>Created 4 Years Wage</b> \$87,265.00

How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

**Infrastructure Benefit**

The dredging of the marina and residing and reroofing of the Mariners Haven building will improve the commercial infrastructure of the community by increasing the Marina’s capacity as a business. The increase in revenue will spur future Marina improvements, which have the potential to create additional temporary, seasonal and full-time jobs.

Provide evidence of local commitment (both financial and community). How does this project stimulate private capital investments that benefit the community and public-at-large? Please be specific in your answer.

**Community Benefit**

Local commitment to this project is demonstrated first and foremost by the Oak Harbor City Council’s support of the submittal of this application. The City’s Marina Advisory Committee is supportive of the project as deepening the marina and reroofing and siding the building adds to the revenue generating capacity by ensuring that larger more complex boats can access the marina as well as have maintenance and repairs completed. As mentioned in the planning section, the Marina directly impacts the economic vitality of Oak Harbor’s downtown corridor. Numerous planning efforts over the years have sought to strengthen the connection between these two areas of the community. The Marina is host to a variety of boating and water-oriented events (both large and small) that bring 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year to Oak Harbor’s waterfront and/or downtown each year. These visitors often need the goods and services provided by local businesses. Accordingly, there is a strong connection between the Marina’s viability and that of neighboring businesses, even if those businesses are not necessarily marina related.

**Part 6: Project Timeline**

Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

<b>Project Start Date</b> 11/1/2022	<b>Project End Date</b> 1/31/2026
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**Efforts To Date**

The City has hired Moffat & Nichols as the engineering consultant and the dredging project initial design and planning effort is underway. Bathymetric and topographic surveys have been completed and the data is being analyzed to identify where the marina needs to be dredged and how deep. Efforts are also

underway to identify a timeline and plan for dredging that fits into the acceptable “fish window” and available dates. Once the initial effort has been completed the next step will be to apply for permits, determine what mitigation may be required, finalize dredge plans and create a construction bid packet. The estimated cost of the first phase of the dredging project is \$189,271 with all the planning phases costing in excess of \$500,000.

A Business Plan for the marina as well as a Marina Rate Study has also been completed. The Business Plan has identified the need for a deeper marina with larger slips that can accommodate larger modern boats. Based on the results of the rate study the marina is currently working on increasing rates to optimize the maximum amount of revenue possible from moorage and storage.

The City has negotiated a purchase price and completed a purchase and sale agreement for Mariners Haven as well as the fee simple property owned by the Claus Family corporation. The due diligence has begun with an appraisal, a business plan written, Environmental Phase I & II studies and a building inspection being completed. Escrow has been opened and the \$7,000 earnest money has been deposited. City staff has also identified a new boat hauling trailer to purchase (approx. \$200,000) that will work well with the existing low grade boat ramp. The next step in the due diligence process is to complete more environmental testing as required by DNR to transfer the leases to the City. The total amount spent on the Mariners Haven project thus far is \$62,205. It is anticipated that the City will spend an additional \$319,344 for the remaining due diligence, building repairs and new boat trailer.

## **Part 7: Action Plan**

### **Action Plan Description**

The following are the quantifiable measures for the dredge project:

#### Phase 1 Feasibility Plan

1. Project schedule with updates
2. Data review summary
3. Hydrographic survey of marina with combined bathymetric and topographic information
4. AutoCAD pdf chart of final products
5. Sedimentation analysis
6. Alternatives and preferred alternative with graphics
7. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information to support design and permitting efforts
8. Draft and final dredging feasibility plan
9. City Council and/or Community presentations

#### Measurable Goals: Phase 2 Preliminary Engineering and Permitting

1. Preliminary engineering drafts
2. Permitting preparation and submission
3. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for engineering and permitting efforts
4. Draft dredging engineering plan
5. City Council and/or Community presentations

#### Measurable Goals: Phase 3 Final Engineering

1. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for final engineering efforts
2. Final dredging engineering plan
3. City Council and/or Community presentations

#### Measurable Goals: Phase 4: Construction Period Services, Dredging and Environmental Mitigation

1. Final project schedule with updates
2. Bid and award contract for dredging services
3. Completion of dredging marina

Expected Result: Oak Harbor Marina will be completely dredged and fully functional for another 10-15

years of operation with increased revenue through additional moorage as well as the ability to accommodate larger boats.

The quantifiable measures for the Mariners Haven Project are:

1. Completed Due diligence
2. Negotiated assumption of the DNR leases
3. Completed building repairs
4. Purchase of a new boat hauling trailer

Expected Results: The City will purchase the boatyard and return it to a full service boatyard that will increase marina revenue, create jobs and service boater needs.

## Part 8: Miscellaneous

### Other Information

The Oak Harbor Marina is a primary industry within the City. Dredging the marina has potential to increase revenues by \$200,000 to \$300,000 dollars within a year or two of completion. The marina will be able to rent slips currently not available as well as cater to larger boats in the near term. The marina has created numerous secondary industries and businesses directly in Oak Harbor as well as in the surrounding county. It is expected that this trend will continue and the multiplier effect the marina will have on the whole community after the project is complete is 3 to 5 times marina revenues, approximately \$10 million dollars annually.

Purchasing Mariners Haven will augment and support the marine service industries and businesses that are directly supported by the marina. Some of these marine service industries and businesses are divers, marine electrical and mechanical businesses and marine surveyors, as well as other businesses like the recently opened Outboards Northwest, a new diesel outboard motor company which decided to call Oak Harbor its home. Within Island County, there are hundreds of jobs associated directly and indirectly with the Oak Harbor Marina.

The Oak Harbor Yacht Club hosts regattas annually which bring sailboats from across the West Coast to Oak Harbor. The marina also welcomes hundreds of other guest boaters from around the world each year and is a destination stop for many avid boaters. The guests stay for days and weeks at a time, exploring and enjoying Oak Harbor and Whidbey Island. Oak Harbor Marina welcomes many mariners who boat to Oak Harbor, stay in the marina and visit Oak Harbor as well as other island cities as a planned part of their stay. Bringing visitors to Washington state, the marina is an economic driver not just for the region, but also helps the county and state economy. All of these activities at the marina generate revenue for the City of Oak Harbor and the surrounding communities in Island County.

## Supporting Documents

<b>Document 1</b>		
<b>Document Name</b>	<b>Document Type</b>	<b>Upload</b>
Dredge OHM M & N Dredging Proposal	Project Plan	Dredge OHM M & N Dredging Proposal.pdf
<b>Document 2</b>		
<b>Document Name</b>	<b>Document Type</b>	<b>Upload</b>
Dredge OHM M & N Feasibility Plan SOW	Project Plan	Dredge OHM M & N Feasibility Plan SOW.pdf
<b>Document 3</b>		
<b>Document Name</b>	<b>Document Type</b>	<b>Upload</b>
		Dredge OHM Dredging

Dredge OHM Dredging Schedule	Project Plan	Schedule.pdf
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#### Document 4

<b>Document Name</b> Dredge OHM Business Plan	<b>Document Type</b> Project Plan	<b>Upload</b> Dredge OHM Business Plan.pdf
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#### Document 5

<b>Document Name</b> Mariners Haven Purchase and Sale Agreement for Mariners Haven	<b>Document Type</b> Project Plan	<b>Upload</b> Mariners Haven Purchase and Sale Agreement for Mariners Haven.pdf
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#### Document 6

<b>Document Name</b> Mariners Haven Building Inspection Report	<b>Document Type</b> Project Plan	<b>Upload</b> Mariners Haven Building Inspection Report.pdf
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#### Document 7

<b>Document Name</b> Mariners Haven Phase I ESA Boatyard Property	<b>Document Type</b> Project Plan	<b>Upload</b> Mariners Haven Phase I ESA_Boatyard Property.pdf
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#### Document 8

<b>Document Name</b> Mariners Haven Phase II ESA Boatyard Property	<b>Document Type</b> Project Plan	<b>Upload</b> Mariners Haven Phase II ESA_Boatyard Property.pdf
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#### Document 9

<b>Document Name</b> Mariners Haven Business Plan	<b>Document Type</b> Project Plan	<b>Upload</b> Mariners Haven Business Plan.pdf
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#### Document 10

<b>Document Name</b> Marina Improvement Plan	<b>Document Type</b> Project Plan	<b>Upload</b> Marina Improvement Plan.pdf
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### Part 9: Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the application instructions and restrictions in each part above and will comply with all provisions thereof.

**Signature**

**Certification Date**  
5/15/2023

*Blaine A. Oborn*

**Printed Name**  
Blaine Oborn

**Title**  
City Administrator