CITY COUNCIL AGENDA

Council Chambers, 865 SE Barrington Drive

August 15, 2023 **6:00 PM**

Meeting may be viewed live via YouTube at www.youtube.com/cityofoakharbor, on Facebook, or following the meeting on Channel 10/HD1090

CALL TO ORDER

Invocation - Led by Pastor David Parker, First United Methodist Church

Pledge of Allegiance - Led by Name Organization

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

a. Proclamations

b. Honors & Recognitions

c. Community Presentations

i. Whidbey Island Marathon Report - Jared Loranger, Fizz Events

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: August 2, 2023 Council Meeting

b. Approval of Payroll and Accounts Payable Vouchers

c. Annual Review of Lodging Tax Advisory Committee

d. Professional Services Agreement with Fizz Events - 2024 Whidbey Island Marathon

e. Purchase Authorization-Ford F150 Lightning Pickup (Police Department)

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor

b. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

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

a. None

7. ORDINANCES & RESOLUTIONS

a. None

8. CONTRACTS & AGREEMENTS

a. Contract Amendment No. 2 with Gray & Osborne for On-Call Water Services

9. OTHER ITEMS FOR CONSIDERATION

a. 2024 LTAC Grant Referral to Council

10. REPORTS & DISCUSSION ITEMS

a. None

11. EXECUTIVE SESSION

a. None

ADJOURN

City of Oak Harbor
City Council Agenda Bill

Bill No. 2.c.i.
Date: August 15, 2023
Subject: Whidbey Island Marathon Report - Jared Loranger, Fizz Events

FROM: **Administration**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

N/A

BACKGROUND / SUMMARY INFORMATION

Fizz Events has provided the City of Oak Harbor with a quality, professional and well-organized marathon each year since taking on this popular event, promoting tourism and economic development both locally and regionally. The 2023 Whidbey Island Marathon was held on April 23, and Race Manager Jared Loranger, owner of Fizz Events, will provide a recap of the event.

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.a.
Date: August 15, 2023
Subject: Approval of Minutes: August 2, 2023 Council Meeting

FROM: **Julie Nester, City Clerk**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approval of the minutes of the August 2, 2023 Council meeting.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. Minutes of August 2, 2023

Oak Harbor City Council
Regular Meeting Minutes
August 2, 2023

This was both a physical meeting location and a virtual meeting. Meeting was viewable live via YouTube at 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 – No invocation was given. A moment of silence was observed.

Pledge of Allegiance – Led by Mayor Severns

ROLL CALL

City Council Present:	Staff Present/Videoconference
Mayor Robert Severns	City Administrator Blaine Oborn
Mayor Pro Tem Tara Hizon	Finance Director David Goldman
Councilmember Beth Munns - absent	Public Works Director Steve Schuller
Councilmember Jim Woessner	Parks & Recreation Director Brian Smith
Councilmember Bryan Stucky	Fire Chief Ray Merrill
Councilmember Shane Hoffmire	Police Chief Kevin Dresker
Councilmember Eric Marshall	Police Captain Tony Slowik
Councilmember Christopher Wiegenstein	Central Services Supervisor Sandra Place
	Communications & IT Manager Sabrina Combs
	Executive Assistant Macalle Finkle
	City Clerk Julie Nester

Also in attendance: City Attorney
Lisa Marshall of Kenyon Disend, PLLC

EXCUSE ABSENT COUNCILMEMBERS

Mayor Severns welcomed all in attendance. He noted Mayor Pro Tem Hizon was participating remotely and that Councilmember Munns had asked to be excused and called for a motion. Councilmember Hoffmire moved to excuse Councilmember Munns, seconded by Councilmember Wiegenstein. The vote on the motion carried unanimously.

1. APPROVAL OF AGENDA

Mayor Severns called for any changes to the agenda. Hearing none, the agenda was approved as presented.

2. PRESENTATIONS

a. Proclamations – None

b. Honors & Recognitions – None

c. Community Presentations – Big Brothers, Big Sisters of Island County – Annual Report

Executive Director Tiffany Scribner presented the Big Brothers Big Sisters (BBBS) Annual Report and touched on highlights of the programs offered and number of young people served. Ms. Scribner also provided options for how the community can become involved and ways of supporting BBBS programs.

Councilmembers Woessner and Hoffmire provided their respective comments.

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 two public comments since the last regular meeting. One from Traynor Hunt of Coupeville regarding traffic conditions, and one from Pearl Almberg regarding the Windjammer Park Splash Pad.

Mayor Severns opened the floor for public comment from any other audience member present.

1. Zachary Phillip of Oak Harbor, and a former member of the Planning Commission, spoke regarding increased utility rates and questioning why there were charges for stormwater when there had been so little rain.

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 of the July 11, 2023 Council Meeting, the July 26, 2023 Council Workshop
b. Approval of Payroll and Accounts Payable Vouchers
c. Appointment: Park Board, Position 3 – Kate Rose
d. Purchase Authorization – Skid Steer

Mayor Severns called for any changes to the consent agenda. Hearing none, he noted the items were approved as presented.

5. MAYOR, COUNCIL & STAFF COMMENTS

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

• Kudos to Marina Staff: The City was recently made aware of some great reviews posted to the Marinas.com website. The site has recognized the Oak Harbor Marina with a Boater's Choice award for the past 3 years.

• National Night Out: Last night staff from Fire, Police, Parks and Recreation, and Public Works along with many other partnering agencies and organizations hosted National Night Out at Windjammer Park. Mayor Severns noted he had the opportunity to attend this wonderful community event thanked all who worked to make the event happen.

• Active Transportation Plan: The community is invited to attend a virtual meeting on August 17 from 6-8 pm to discuss the draft action transportation plan.

• Facilities Maintenance: Air duct cleaning was performed at several city facilities. UV lights have also been installed on all HVAC units to aid in removing airborne contaminants.

• City Office Closures: The Utilities Office will be closed on August 16 from 11:30 am to 4:30 pm, and all city offices will be closed on August 24 from 10:45 am to 1:15 pm for staff training.

• Upcoming Events: Were displayed on screen.

b. Councilmembers

i. Mayor Severns called upon the Council for any additional comments.

Councilmembers Hoffmire and Stucky provided their respective comments.

Councilmember Hoffmire commented on National Night Out and potentially moving the Council's first regular meeting in August of next year so that it did not coincide with the Sounds of Summer Concert Series. Councilmember Stucky noted Parks and Recreation Director Smith had sent out an email regarding the splash park features and reported staff is working to fix the issues. He also called upon Public Works Director Schuller regarding Mr. Phillip's comments. Director Schuller explained that water rates are based on consumption. Stormwater charges are based on compliance for the permit projects and costs associated with those projects and not the amount of rainwater received. The City Council develops a list of projects every two years to keep the system in compliance with NPDES regulations.

6. PUBLIC HEARINGS & MEETINGS

a. Continuation of Public Hearing: Ordinance No. 1979: Approval of Franchise Agreement – Comcast Cable Communications, LLC.

City Administrator Oborn noted Attorney Lisa Marshall of Kenyon Disend was present. He reported staff was requesting a second continuance of the public hearing to September 5th to allow for additional time to follow-up on questions raised by the Council on July 11th.

Motion: Councilmember Stucky moved continue the public hearing for Ordinance No. 1979: Franchise Agreement with Comcast Cable Communications, LLC to September 5, 2023, seconded by Councilmember Wiegenstein. The vote on the motion passed unanimously.

7. ORDINANCES & RESOLUTIONS

a. Resolution 23-16: Washington State Department of Ecology Shoreline Planning Competitive Grant Application

Public Works Director Schuller reviewed the application, noting this was a priority of both the Mayor and the Council in order to have infrastructure to serve future generations amidst changes in environmental laws and damaging conditions, such as the King Tides earlier this year. He thanked Grants Administrator Horn for her work on the grant process and this application, which requires a resolution of the Council, with a due date of August 17, 2023.

The Shoreline Planning Competitive Grant is meant to support local shoreline planning and planning-related efforts that advance climate resilience, improve the implementation of Shoreline Master Plans, or support local shoreline planning priorities. The City Council adopted the Shoreline Master Program in 2021. Public Works will use this funding, if awarded, to assess the state of Oak Harbor's shoreline, identify shoreline restoration, stabilization and protection projects, and develop an Oak Harbor Shoreline Restoration Plan to be implemented over time through Capital Improvement Projects. The maximum award amount is $250,000.

The City of Oak Harbor has 10.6 miles of shoreline, including 2.3 miles between Freund Marsh and the Marina. The City has 17.74 lane miles of streets within 1,500 feet of the shoreline, as well as 60,580 linear feet of water main, 44,975 linear feet of sewer main, and 60,974 linear feet of storm drain within 1,500 feet of the shoreline. Director Schuller also reviewed weather impacts and outlined potential Department of Ecology shoreline grant planning priorities, including advancing climate resilience and improving the Shoreline Master Program implementation. A restoration plan will:

- Assess current conditions
- Identify hazards and risks
- Determine possible solutions
- List projects by level of urgency
- Outline future Capital Improvements Projects

Mayor Severns confirmed no public comment had been received on this item and called for any comments from the public present. Hearing none, he called upon the Council.

Councilmember Stucky provided his respective questions and comments.

Motion: Councilmember Stucky moved to approve Resolution 23-17, authorizing the Mayor to approve an application to the Washington State Department of Ecology for the Shoreline Planning Competitive Grant, seconded by Councilmember Hoffmire. The vote on the motion passed unanimously.

8. CONTRACTS & AGREEMENTS

a. Agreement with the Oak Harbor Rotary Club for placing a Windmill in Windjammer Park

Public Works Director Schuller provided background on the item, which was presented by Brian Jones of the Oak Harbor Rotary at the September 28, 2022 Council Workshop, expressing the Rotary Club's interest in placing a new windmill structure at Windjammer Park, including an overview of the plans envisioned, and fundraising efforts.

Director Schuller outlined the proposed agreement had been reviewed and supported by staff and by the City Attorney. In attendance on behalf of the Oak Harbor Rotary were Brian Jones and Steve Schwabe.

As detailed in the draft agreement, some of the City's obligations include:

1) Ongoing Operation and Maintenance: The City shall accept ownership of the windmill by Resolution after satisfactory construction of the structure by the Rotary Club. The ongoing costs include items such

as facility rental management, janitorial, repainting, and repairs. Portions of these costs can be off-set by rental fees. Parks and Recreation Director Smith is working on preliminary estimates. Staff will have a better understanding once final construction plans are approved. Ongoing operations and maintenance costs would be included in future Parks and Recreation Department budgets as part of a future budget amendment and as part of the next biennial budget development process.

The lifespan of the structure will depend on the decisions by future elected leaders, staff and community members including annual maintenance levels, malicious damage to property, and severe weather events. The Rotary and the City are working together to specify long-lasting building materials and reduce maintenance costs, as possible and within budget constraints.

2) Payment: Upon satisfactory completion of construction, and acceptance of the work by the City, the City will contribute $49,500 to the Rotary Club toward the windmill project. The total amount is approximately two dollars per citizen as defined by RCW 35.21.278, "Contracts with community service organizations for public improvements—Limitations."

3) Permit Fees: The Rotary Club shall apply for, coordinate, and obtain necessary permitting for the windmill, but in the draft agreement the City shall pay the cost of those permits, including city, state and federal, estimated at approximately $7,000.

4) Water and Wastewater Connection: The City will manage and pay for the physical connection of building's water and sanitary sewer to the City's main lines and will also pay water and sewer system development charges. Total estimated costs for this task are about $6,000.

The total one-time initial cost to the City is $62,500 and is not identified in the current 2023-2024 Biennial Budget. Funding could come from the General Fund and/or the Arts Fund as part of a future budget amendment.

Director Schuller was joined by Brian Jones of the Oak Harbor Rotary in providing an update on the Windmill design, community outreach, and fundraising work.

Mayor Severns confirmed no public comment had been received on this item and called for any additional comments from the public present. Hearing none, he called upon the Council.

Councilmembers Hoffmire, Stucky, and Woessner provided their respective questions and comments.

Motion: Councilmember Woessner moved to authorize the Mayor to sign an agreement with the Rotary Club of Oak Harbor to construct a windmill in Windjammer Park, seconded by Councilmember Marshall.

Additional discussion ensued with Councilmember Stucky providing additional comments.

At approximately 6:55 p.m. an internet outage occurred causing the live video feed for the meeting to be lost, leaving only audio available. Mayor Severns called for a short break for staff to evaluate the outage at 6:57 p.m.

At 7:09 p.m. Mayor Severns reconvened the meeting and noted the lack of internet connection that prevented the live feed persisted, however, the meeting would continue to be recorded and then broadcast at a later time. He noted staff was trying to connect by phone with Mayor Pro Tem Hizon, who was participating remotely. Mayor Severns resumed discussion of item 8.a. noting there was a motion and a second on the item. Councilmembers Stucky and Woessner provided additional comments. The vote on the motion carried 5-0 with Mayor Pro Tem Hizon not yet reconnected.

The internet connection was regained at approximately 7:20 p.m. and shortly thereafter Mayor Pro Tem Hizon was reconnected to the meeting.

9. OTHER ITEMS FOR CONSIDERATION - None

10. REPORTS & DISCUSSION ITEMS

a. Oak Harbor Police Department Annual Report for 2022

Chief of Police Dresker thanked Chaplain Ron Lawler for his service and noted he would be missed in his retirement. Chief Dresker and Police Captain Slowik provided the Department's Annual Report, highlighting the department's mission and core values, and organization. Chief Dresker noted recognitions and retirements with PSO Lead Brian Braunstein recognized for his 20 years of service, and Captain Bill Wilkie retiring after 32 years of service. Also noted were seven new hires and three promotions, and Chief Dresker acknowledged Captain Slowik's 20 years of service.

Police Captain Slowik reviewed the department's metrics. The department responded to 12,852 calls for service, compared to 12,639 in 2021. Chief Dresker highlighted the department's community engagement, use of ARPA funding, and the number of officers lost nationwide while performing in the line of duty. The full report was attached to the meeting packet and will be placed online.

Mayor Severns thanked Chief Dresker and Captain Slowik for the report and called upon the Council for any remarks.

Councilmembers Hoffmire, Stucky, Wiegenstein and Marshall provided their respective comments.

11. EXECUTIVE SESSION

Mayor Severns announced the Council would take a short break and then move into Executive Session per RCW 42.30.110 (1) (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price; and RCW 42.30.110 (1) (i) To discuss with legal counsel representing the agency litigation or potential litigation. He noted the anticipated duration was 25 minutes and that action might or might not be taken upon return to the open session. Executive Sessions are not open to the public.

The Council moved into Executive Se4ssion at 8:00 p.m.

At 8:25 p.m. the Council announced an extension of the Executive Session to 8:30 p.m.

At 8:30 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 matters discussed.

Adjourn

Motion: There being no further business, Councilmember Woessner moved to adjourn, seconded by Councilmember Wiegenstein. The motion was approved by a unanimous vote, therefore the meeting adjourned at 8:31 p.m.

Certified by Julie Nester, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.b.
Date: August 15, 2023
Subject: Approval of Payroll and Accounts Payable Vouchers

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, 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

July 28, 2023

Checks #193975-194017 totaling $422,427.21 (Voucher List 8a)

August 3, 2023

Voucher #88 in the amount of $74,351.11 (Voucher List cpl 5)

Voucher #89 in the amount of $38,154.10 (Voucher List dor-jun)

Voucher #90 in the amount of $758.00 (Voucher List leasehold 2)

August 4, 2023

Checks #194018-194070 totaling $366,126.92 (Voucher List 8b)

Payroll

July 31, 2023

Semi

Direct Deposit**:** #65070-65225 $380,260.59

Checks #103020-103039 $355,656.95

EFT**:** 1627-1630 $148,984.76

Monthly

Direct Deposit # 65226-65252 $33,647.90

EFT # 1631-1633 $8,367.42

Checks #103040-103050 $12,025.56

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. Voucher List 8a
2. Voucher List cpl 5
3. Voucher List dor-jun
4. Voucher List leasehold 2
5. Voucher List 8b

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193975	7/26/2023	0000066 AWC EMPLOYEES BENEFITS TRUST	07262023		AWC AUGUST 2023 PREMIUMS/LTD/EA	4,069.35
					Total :	**4,069.35**
193976	7/28/2023	0005405 AGRICULTURE, UNITED STATES DEPT OF	3004628346		SUPPLIES AND MATERIALS	165.67
			3004628347		SUPPLIES AND MATERIALS	29.82
					Total :	**195.49**
193977	7/28/2023	0009090 AMAZON CAPITAL SERVICES, INC	11NJ-M99Q-LFYD		LABEL TAPE	19.94
			13TV-KPKL-KHLN		ROCKROOSTER	129.70
			169K-37HR-33GC		ADAPTER	46.55
			17HQ-47M1-19C3		CLIPBOARD	22.87
			19D1-JFQV-1QKX		CARPET,VINYL	31.21
			19D1-JFQV-1QRH		AIR FRESHENER	417.77
			19NT-PLPH-YQPY		ASICS MEN'S SHOES	88.72
			1FPL-CJ43-Y7N7		WALL CALENDAR	11.76
			1GVT-94RW-KVXJ		LYSOL	301.97
			1H1W-4YDF-KCDT		MED PRIDE	108.99
			1HNK-TXV7-Y7L6		CONSTRUCTION PARTY FAVORS	91.50
			1HPJ-VNMM-31KK		CASH ENVELOPES	167.78
			1KJT-RFJD-LJCN		BIKE MIRROR	148.08
			1KPW-3NCJ-LKPM		PANTRYWARE ESSENTIALS	60.00
			1L17-F1LK-YY4X		2 WAY RADIOS	117.71
			1LGG-6Y91-JNQQ		SOLAR BATTERY	65.35
			1LWL-QTRV-MNQ9		ENERGIZER BATTERIES	21.70
			1MTK-K94Y-LLHH		OAKRIDGE PRODUCTS	76.75
			1NLL-D1RR-T9PN		AZTROGRIT POWDER	102.74
			1QVR-377W-L6QP		EYE/FACE WASH	174.00
			1TDH-NKJT-VTYC		MOUNTING DREAM UL LISTED	975.51
			1TLK-H9JX-YRCK		FILING TABS	24.56
			1VMP-7LRV-LHJM		NOISE CANCELLING HEADPHONES	299.62
			1VVC-36LT-L7MM		TACTICAL BOOT	125.35
			1W3R-WQVX-3XPT		BICYCLE INNER TUBE	87.16
			1WQ4-1TDP-1R9G		THE GIRL WHO RECYCLED 1 MLN CAN	179.78
			1XJM-WPDF-14HD		PICTURE FRAME	35.96
			1YTN-7H3K-L3PX		WINDEX ELECTRONIC SCREEN WIPES	146.09

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193977	7/28/2023	0009090 0009090 AMAZON CAPITAL SERVICES, INC (Continued)			**Total :**	**4,079.12**
193978	7/28/2023	0000042 ANACORTES, CITY OF	900-9080-00		WATER PURCHASED/JUNE 23	248,291.00
					Total :	**248,291.00**
193979	7/28/2023	0004188 ASPHALT QUALITY SEALERS	1513		PATCHING	9,062.00
					Total :	**9,062.00**
193980	7/28/2023	0000668 AUTO VALUE	77-00152817		ENGINE OIL FILTER	66.69
			77-00153074		SUSPENSION STABILIZER	38.98
			77-00153127		WAGNER SEVEREDUTY	307.10
			77-00153143		REAR ROTOR - VENTED	144.58
			77-00153180		WAGNER SEVEREDUTY CREDIT	-307.10
			77-00153217		AIR FILTER	97.85
			77-00153384		FUEL FILTER	66.97
					Total :	**415.07**
193981	7/28/2023	0002551 BOS, BRYON	72023		CDL REIMBURSEMENT	136.00
					Total :	**136.00**
193982	7/28/2023	0001558 BOUND TREE MEDICAL, LLC	85018708		HIBICLENS ANTISEPTIC	89.37
					Total :	**89.37**
193983	7/28/2023	0005000 CASCADE FIRE & SAFETY	162722		WINDSHIELD	1,441.03
					Total :	**1,441.03**
193984	7/28/2023	0003046 CASCADE FIRE EQUIPMENT COMPANY	INV5086		HOOD,MED/LG INNOTEX GRAY	4,283.70
					Total :	**4,283.70**
193985	7/28/2023	0000150 CASCADE NATURAL GAS	58793000009		NATURAL GAS CITY HALL	170.16
					Total :	**170.16**
193986	7/28/2023	0000220 CUMMINS SALES AND SERVICE	01-94273		TUBE,BREATHER	74.74
			01-94332		TUBE,INJECTOR FUEL SUPPLY	190.96
					Total :	**265.70**
193987	7/28/2023	0000247 DIAMOND SITE SERVICES	1-617710-19		PORTA POTTY RENTALS	140.00
			1-617711-18		PORTA POTTY RENTALS	140.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193987	7/28/2023	0000247 DIAMOND SITE SERVICES	(Continued)			
			1-617711-19		PORTA POTTY RENTALS	140.00
			1-630845-4		PORTA POTTY RENTALS	585.00
			1-630846-4		PORTA POTTY RENTALS	585.00
			1-630847-4		PORTA POTTY RENTALS	180.00
			1-630848-4		PORTA POTTY RENTALS	180.00
			1-630849-4		PORTA POTTY RENTALS	360.00
			1-633177		PORTA POTTY RENTALS	163.50
					Total :	**2,473.50**
193988	7/28/2023	0011187 DUMPSTER SOLUTIONS	FIN71123DS		REFUND BALANCE OF DEPOSIT	1,565.56
					Total :	**1,565.56**
193989	7/28/2023	0000273 EDGE ANALYTICAL, INC	23-18681		CHROMOGENIC SUBSTRATE TEST	144.00
			23-18956		WELL HEAD	62.00
			23-18965		WELL HEAD	93.00
			23-19008		NITRATE-N	31.00
			23-20734		CHROMOGENIC SUBSTRATE TEST	144.00
					Total :	**474.00**
193990	7/28/2023	0000326 FRONTIER BUILDING SUPPLY	1007855		BAG CONCRETE	19.22
			85629		CREDIT NOTE	-205.48
			983326		GROUND CONTACT	231.87
					Total :	**45.61**
193991	7/28/2023	0010981 GARLAND/DBS, INC.	42785242933		PROJECT: SENIOR CENTER 25-WA-22(	119,221.44
					Total :	**119,221.44**
193992	7/28/2023	0010907 GOLDMAN, DAVID	71923		NATIONAL LEAGUE OF CITIES	172.75
					Total :	**172.75**
193993	7/28/2023	0000454 JET CITY EQUIPMENT RENTAL	55556		DUMP-BRUSH&STUMP	32.64
			55572		DUMP-BRUSH&STUMP	32.64
					Total :	**65.28**
193994	7/28/2023	0000794 JOHN DEERE FINANCIAL	30114		DUCKFOOT	330.51
					Total :	**330.51**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193995	7/28/2023	0009092 KELLEY CONNECT CO.	4487691		CONTRACT # 020-0090527-003	173.09
					Total :	**173.09**
193996	7/28/2023	0000979 LES SCHWAB	41400673237		TRACTION RETREAD	4,490.46
					Total :	**4,490.46**
193997	7/28/2023	0000515 LOGGERS & CONTRACTORS, INC	81303		HOSE,REUSB SOCKET	2,191.47
			81304		PARTS FJ 45 FJ 90 FJ X	294.91
					Total :	**2,486.38**
193998	7/28/2023	0003176 NATIONAL SAFETY, INC	0694912-IN		PILOTG2	18.80
			0694914-IN		EPG STARLITE CLEAR	276.66
			0694923-IN		336-SV6OS	12.54
					Total :	**308.00**
193999	7/28/2023	0000672 OAK HARBOR ACE	354510		GRAFITTI REMOVER	28.32
			355398		GARDEN SOIL	78.41
			355467		MARKING WAND PRO	65.56
			355478		ADAPTER PLATE	8.27
			355543		FASTENERS	11.05
			355548		1 QT BAR & CHAIN OIL PLATINUM	101.28
			355573		SINGLE CUT KEY	42.04
			355599		CM SCKT	15.46
			355603		GRAFITTI REMOVER	56.64
			355604		FASTENERS	34.01
			355607		CLEANER SIMPLE GREEN	38.12
			355615		CM FLEX HNDLE	43.59
			355629		MAXBITE CURVD	18.52
			355632		HP GOOD ROLLER	39.75
			355643		MAXBITE CURVD	-18.52
			355665		CASCADE CMPLT	55.76
			355670		GORILLA	18.73
			355674		BATTRY ALKALINE	13.16
			355685		ELBOW	27.21
			355701		CLAMP HOSE	30.35
			355704		LED R20 E26	30.50
			355730		WASP & HORNET	32.70

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
193999	7/28/2023	0000672 OAK HARBOR ACE	(Continued)			
			355738		FASTENERS	16.94
			355780		MOTOMIX	65.37
			355783		HAND TROWEL WD HNDL ACE	9.80
			355799		CLOTH PLUMBER	18.06
			355800		PVC PIPE	11.98
			355813		CEMENTPVCHOT LOVOC	17.64
			355818		CRBN MNOXDE	51.22
			355819		GASKET	10.89
			355842		CLEANR OVEN	19.60
			355868		POLY GRAY	3.24
			355876		PLSTC BUCKET	15.24
			355882		ACE AIR DEFLECTOR	9.36
			355896		COUPLE SCH	21.76
			355901		PINE SOL	16.34
			355906		ENGINE OIL	31.58
			355984		FASTENERS	150.97
			356010		ACE CORE PULLER	41.40
			356019		CARTRIDGE	40.97
					Total :	**1,323.27**
194000	7/28/2023	0010686 POLAR BEAR EXTERIORS	FIN71123PBE		REFUND BALANCE OF DEPOSIT	1,183.57
					Total :	**1,183.57**
194001	7/28/2023	0009934 SCELZI, ANGELICA	080821		BASIC SCHOOL RESOURCE OFFICER (	279.50
					Total :	**279.50**
194002	7/28/2023	0011197 SCHOFIELD, KIEREN	71923		MEN'S FORTH WAYNE	161.02
					Total :	**161.02**
194003	7/28/2023	0000814 SKAGIT FARMERS SUPPLY	6010		ETHANOL FREE UNLEADED	120.57
			842636		ETHANOL FREE UNLEADED	11.28
					Total :	**131.85**
194004	7/28/2023	0000879 SOLID WASTE ASSOCIATION OF	2024-73442		ANNUAL MEMBERSHIP RENEWAL	380.00
					Total :	**380.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194005	7/28/2023	0003883 STAPLES BUSINESS ADVANTAGE	3542247698		CALCULATOR	92.32
					Total :	**92.32**
194006	7/28/2023	0000874 SURETY PEST CONTROL	234353295		PEST EXTERMINATION MARINA	47.95
			234353832		PEST EXTERMINATION CITY MARINA	52.31
			234354711		PEST EXTERMINATION SENIOR CENTE	43.60
			235664895		PEST EXTERMINATION FIRE DEPT.	78.47
			235665638		PEST EXTERMINATION PIPE TO MARIN	49.04
			235665639		PEST EXTERMINATION 1600 BEEKSMA	67.57
			235665641		PEST EXTERMINATION	65.39
			235665673		PEST EXTERMINATION CAREGIVERS	86.10
			235666964		PEST EXTERMINATION 75 SE JEROME	43.60
					Total :	**534.03**
194007	7/28/2023	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	43477		AIR EJECT	403.68
					Total :	**403.68**
194008	7/28/2023	0006331 ULINE	165706167		JUMBO BATH TISSUE	1,162.79
					Total :	**1,162.79**
194009	7/28/2023	0006156 US POSTAL SERVICE - NEOPOST, POSTAGE	72523		POSTAGE	3,000.00
					Total :	**3,000.00**
194010	7/28/2023	0000932 VERIZON WIRELESS	9939164551		WIRELESS SERVICES	8,471.90
					Total :	**8,471.90**
194011	7/28/2023	0007941 WADE, THOMAS	010113220		MEAL REIMBURSEMENT	13.79
					Total :	**13.79**
194012	7/28/2023	0008461 WEBSTER, CHASTITY	080923		2023 AWC ANNUAL BUDGET WORKSHO	132.50
					Total :	**132.50**
194013	7/28/2023	0007094 WESTERN EQUIPMENT, INC	7287212-00		ROLLER PLUNGER	117.71
					Total :	**117.71**
194014	7/28/2023	0001039 WESTERN TRUCK CENTER	02130P132018		FREIGHT	21.76
			026P45669		CREDIT MEMO	-632.04
			026P46258		PIPE CAC HOT ACX	632.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194014	7/28/2023	0001039 WESTERN TRUCK CENTER	(Continued)			
			026P46478		A2390137-001	205.57
					Total :	**227.33**
194015	7/28/2023	0011177 WIEGENSTEIN, CHRISTOPHER	080923		AWC MUNICIPAL BUDGET & FISCAL MA	132.50
					Total :	**132.50**
194016	7/28/2023	0001067 ZEP SALES & SERVICE	9008751806		DUMPSTER FAIR	115.46
					Total :	**115.46**
194017	7/28/2023	0000355 ZIPLY FIBER	253-007-9244		CURRENT PHONE CHARGES PUBLIC W	259.42
					Total :	**259.42**
43	**Vouchers for bank code :**	bank			**Bank total :**	**422,427.21**
43	**Vouchers in this report**				**Total vouchers :**	**422,427.21**

Voucher List

City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
90	8/2/2023	0000950 LICENSING, WASHINGTON STATE DEPT OF	72823		CONCEALED PISTOL LICENSE	758.00
					Total :	**758.00**

1 Vouchers for bank code : bank **Bank total : 758.00**

1 Vouchers in this report **Total vouchers : 758.00**

Voucher List

City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
88	7/27/2023	0000960 REVENUE, WASHINGTON STATE DEPT OF	6/30/2023		EXCISE TAX	74,351.11
					Total :	**74,351.11**

1 Vouchers for bank code : bank **Bank total : 74,351.11**

1 Vouchers in this report **Total vouchers : 74,351.11**

Voucher List

City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
89	8/1/2023	0000960 REVENUE, WASHINGTON STATE DEPT OF	2Q 2023		LEASEHOLD TAX	38,154.10
					Total :	**38,154.10**

1 Vouchers for bank code : bank **Bank total : 38,154.10**

1 Vouchers in this report **Total vouchers : 38,154.10**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194018	8/4/2023	0002055 4IMPRINT, INC	11359322		SUNGLASSES, RUN CHARGE	2,141.56
					Total :	**2,141.56**
194019	8/4/2023	0000050 ARAMARK	25612404		EQUIPEMENT RENTAL	100.15
			6560221172		EQUIPEMENT RENTAL	30.75
			6560221173		EQUIPEMENT RENTAL	32.03
			6560221174		EQUIPEMENT RENTAL	16.35
			6560221175		EQUIPEMENT RENTAL	49.15
			6560221176		EQUIPEMENT RENTAL	33.43
			6560221177		EQUIPEMENT RENTAL	20.75
			6560221178		EQUIPEMENT RENTAL	16.36
			6560221198		EQUIPEMENT RENTAL	108.31
			6560221585		EQUIPEMENT RENTAL	16.34
			6560224877		EQUIPEMENT RENTAL	30.75
			6560224878		EQUIPEMENT RENTAL	39.09
			6560224880		EQUIPEMENT RENTAL	50.03
			6560224882		EQUIPEMENT RENTAL	16.35
			6560224884		EQUIPEMENT RENTAL	39.30
			6560224886		EQUIPEMENT RENTAL	20.75
			6560224887		EQUIPEMENT RENTAL	16.36
			6560224940		EQUIPEMENT RENTAL	108.31
			6560228623		EQUIPEMENT RENTAL	30.75
			6560228624		EQUIPEMENT RENTAL	36.47
			6560228625		EQUIPEMENT RENTAL	63.59
			6560228626		EQUIPEMENT RENTAL	16.35
			6560228627		EQUIPEMENT RENTAL	33.93
			6560228628		EQUIPEMENT RENTAL	21.05
			6560228629		EQUIPEMENT RENTAL	16.36
			6560228651		EQUIPEMENT RENTAL	108.31
			6560229144		EQUIPEMENT RENTAL	16.34
					Total :	**1,087.71**
194020	8/4/2023	0007839 ASHLEY'S DESIGN & LETTERMAN	102022		CLOTHING	92.66
					Total :	**92.66**
194021	8/4/2023	0004019 ASSOCIATED PETROLEUM PRODUCTS	22-614401A		FUEL & DIESEL	3,258.25

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194021	8/4/2023	0004019 ASSOCIATED PETROLEUM PRODUCTS	(Continued)			
			22-614401C		FUEL & DIESEL	-3,663.98
			22-671426A		FUEL & DIESEL	773.68
			22-671426C		FUEL & DIESEL	-961.35
			22-671427A		FUEL & DIESEL	252.39
			22-671427C		FUEL & DIESEL	-450.30
			22-671430A		FUEL & DIESEL	1,374.92
			22-671430C		FUEL & DIESEL	-1,550.80
			23-861967		FUEL & DIESEL	35,059.95
			23-863134		FUEL & DIESEL	19,260.84
			23-869886		FUEL & DIESEL	37,731.48
			23-871209		FUEL & DIESEL	14,934.59
			23-872494		FUEL & DIESEL	13,694.92
			23-877757		FUEL & DIESEL	19,327.04
			23-882942		FUEL & DIESEL	37,837.55
			23-884158		DIESEL	22,936.64
					Total :	**199,815.82**
194022	8/4/2023	0000056 AT&T MOBILITY	287249477751X0724202		WIRELESS	91.36
					Total :	**91.36**
194023	8/4/2023	0001074 BRAUNSTEIN, BRIAN	072723		FUEL PICKUP & TRANSPORT NEW VEH	83.00
					Total :	**83.00**
194024	8/4/2023	0010924 BST ASSOCIATES	4		MARINA RATE STUDY	1,100.00
					Total :	**1,100.00**
194025	8/4/2023	0011200 CARTER JR., SERLOYD	07182023		ICC:FIRE INSPECTOR TEST	290.00
					Total :	**290.00**
194026	8/4/2023	0010690 CLEARSTAR, INC	1452165		EMPLOYMENT SCREENING	27.49
					Total :	**27.49**
194027	8/4/2023	0000188 CODE PUBLISHING COMPANY	GC0011305		MUNICIPAL CODE -WEB UPDATE	98.10
					Total :	**98.10**
194028	8/4/2023	0000028 DICOCHEA LLC	32470		REGULAR CUT KEY	12.26
			68497		SERVICE CALL	92.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194028	8/4/2023	0000028 0000028 DICOCHEA LLC	(Continued)		**Total :**	**104.91**
194029	8/4/2023	0008392 DUCTVAC NORTHWEST, LLC	502971		AIR DUCK CLEANING	755.47
					Total :	**755.47**
194030	8/4/2023	0006984 ECOLUBE RECOVERY, LLC	2812071723		USED OIL	365.70
					Total :	**365.70**
194031	8/4/2023	0000279 EMPLOYMENT SECURITY, WASHINGTON ST,	000-94505210-7		2Q BENEFIT CHARGES	12.61
					Total :	**12.61**
194032	8/4/2023	0007161 EWING IRRIGATION PRODUCTS, INC	20099412		RAINBIRD	1,150.49
			20183021		SLIP FIX REPAIR COUP	73.03
					Total :	**1,223.52**
194033	8/4/2023	0006276 EXPRESS SERVICES, INC	29300927		ADMIN ASSISTANT	330.08
			29334984		ADMIN ASSISTANT	238.32
					Total :	**568.40**
194034	8/4/2023	0000308 FEDEX	8-199-47217		SHIPMENT SERVICES	88.68
					Total :	**88.68**
194035	8/4/2023	0011199 GEOENGINEERS, INC.	0189725		SITE EXPLORATION & GEOTECHNICAL	9,256.39
					Total :	**9,256.39**
194036	8/4/2023	0007998 GOOD TO GO	73858794		TOLL ROAD	29.00
					Total :	**29.00**
194037	8/4/2023	0000345 GREATER OAK HBR CHAMBER OF COM	30494		CITY 2% MARKETING GRANT	3,000.00
					Total :	**3,000.00**
194038	8/4/2023	0008509 HANDY'S HEATING, INC	2023321		COLEMAN 14SEER 2-TON A/C	14,118.77
			2023322		DAIKIN #4MXS36RMVJU	33,486.98
					Total :	**47,605.75**
194039	8/4/2023	0004408 HANNAN, ERIC	07272023		CDL REIMBURSEMENT	136.00
					Total :	**136.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194040	8/4/2023	0011088 HOFFMIRE, SHANE	080923		AWC MUNICIPAL BUDGET & FISCAL MA	132.50
					Total :	**132.50**
194041	8/4/2023	0000411 ISLAND COUNTY TREASURER	7/26/2023		CRIME VICTIM ASSISTANCE FUNDS - C	48.28
					Total :	**48.28**
194042	8/4/2023	0005445 ISLAND DEFENSE, PLLC	112		PUBLIC DEFENSE CONTRACT JULY 20	7,700.00
					Total :	**7,700.00**
194043	8/4/2023	0007162 JENNINGS, WILL	080223		WORK PANTS	200.00
					Total :	**200.00**
194044	8/4/2023	0009092 KELLEY CONNECT CO.	3785079		LEASE PAYMENT 020-0090527-004	224.82
			3950953		LEASE PAYMENT 020-0090527-004	146.62
			4079576		LEASE 020-0090527-004	159.81
			4225042		LEASE PAYMENT 020-0090527-004	292.29
			4353256		LEASE PAYMENT 020-0090527-004	159.81
			4487692		LEASE PAYMENT 020-0090527-004	159.81
			4501131		COPPIER 020-0090527-001	599.52
			4501132		LEASE PAYMENT 020-0090527-002	125.93
			4589405		COPPIER 020-0105359-001	743.51
			4589406		COPPIER 020-0105359-002	205.86
					Total :	**2,817.98**
194045	8/4/2023	0000979 LES SCHWAB	41400675295		TRACTION RETREAT	1,288.30
			INT072623		OUTSTANDING FINANCE CHARGE	1,151.42
					Total :	**2,439.72**
194046	8/4/2023	0000950 LICENSING, WASHINGTON STATE DEPT OF	080323		PUBLIC NOTARY RENOWAL FEE	2.00
					Total :	**2.00**
194047	8/4/2023	0011080 MARINE SURVEYS & ASSESSMENTS	2023-134		WINDJAMMER PROJECT	1,391.25
					Total :	**1,391.25**
194048	8/4/2023	0003176 NATIONAL SAFETY, INC	0695612-IN		HIP BOOT	104.64
					Total :	**104.64**
194049	8/4/2023	0001356 NFPA	8513987X		MEMBERSHIP RENEWAL	175.00

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
194049	8/4/2023	0001356	0001356 NFPA	(Continued)		**Total :**	**175.00**
194050	8/4/2023	0000676	OAK HARBOR POLICE DEPARTMENT	07312023		HOOKS	7.17
						Total :	**7.17**
194051	8/4/2023	0003995	PRORIDER, INC	80761		BIKE HELMET	692.64
						Total :	**692.64**
194052	8/4/2023	0000743	PUGET SOUND ENERGY	200000947859		ELECTRICITY/CITY HALL	2,601.48
				200001884218		ELECTRICITY/1888 NE 5TH AVE PU	13.96
				200002036164		ELECTRICITY/ 30505 STATE ROUTE	64.85
				200002036719		ELECTRICITY/ 34777 STATE ROUTE	32.50
				200002036917		ELECTRICITY/BTWN BAYSHORE DR	86.13
				200002037097		ELECTRICITY/ 2000 SW SCENIC HEI	12.63
				200002037261		ELECTRICITY\1780 SW SPRINGFIELD	11.55
				200002037501		ELECTRICITY/ 3285 SW SCENIC HEI	121.75
				200002170617		ELECTRICITY\552 NW CLIPPER DR	10.67
				200002511539		ELECTRICITY/ 2075 SW FORT NUGENT	81.35
				200003131170		ELECTRICITY/ WELL #7	16.65
				200003267636		ELECTRICITY\1000 SE IRELAND ST	13.96
				200003459654		ELECTRICITY/ 1957 FORT NUGENT R	135.98
				200004342099		ELECTRICITY/ 650 NE 7TH AVE	10.67
				200004562878		ELECTRICITY/ 800 SE MIDWAY BLVD	62.29
				200004856627		ELECTRICITY/1577 NW 8TH AVE	11.31
				200006103952		ELECTRICITY/5941 STATE ROUTE 2	10.21
				200007268135		ELECTRICITY/ SW ERIE ST SW BARR	216.45
				200007702943		ELECTRICITY/ 700AV W & MIDWAY	72.53
				200007824192		ELECTRICITY/75 SE JEROME ST	34.62
				200008386993		ELECTRICITY/ 1300 NE BIG BERRY	10.83
				200008816189		ELECTRICITY/ANNEX	73.89
				200010322895		ELECTRICITY/ 2330 SW ROSARIO PL	73.16
				200010499248		ELECTRICITY/1948 NW CROSBY AVE	126.37
				200010499446		ELECTRICITY/ 1661 NE 16TH AVE S	23.61
				200010530240		ELECTRICITY/ 651 SE BAYSHORE DR	36.87
				200010531172		ELECTRICITY/ 1300 NE BIG BERRY	10.83
				200010531354		ELECTRICITY/ 1500 S BEEKSMA DR	82.45
				200010531941		ELECTRICITY/ 800 SE DOCK ST	68.94

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194052	8/4/2023	0000743 PUGET SOUND ENERGY	(Continued)			
			200010549943		ELECTRICITY/ WELL #6	16.65
			200010699706		ELECTRICITY/1500 S BEEKSMA DR	37.70
			200011316839		ELECTRICITY/ SR 20 & 50 AV W	255.84
			200011551930		ELECTRICITY/ SENIOR CENTER	87.31
			200012220337		ELECTRICITY/ 128E WHIDBEY AVE	10.55
			200012278087		ELECTRICITY/ FIRE STATION	1,017.58
			200012838765		ELECTRICITY/ PIONEER PARK	16.92
			200013370750		ELECTRICITY/ MARINA	1,490.60
			200013734963		ELECTRICITY/ 672 CHRISTIAN RD P	1,072.06
			200013968405		ELECTRICITY/ 1540 SE PIONEER WA	79.73
			200014596478		ELECTRICITY/ CITY HALL	917.51
			200015399153		ELECTRICITY/ 1678 SW 8TH AVE	11.19
			200015618321		ELECTRICITY/ 600 NE 7TH AVE	111.25
			200015685833		ELECTRICITY/ 287 SE CABOT DR SW	61.89
			200017255619		ELECTRICITY/ 690 SW HELLER ST W	457.74
			200017575347		ELECTRICITY/ 1367 NW CROSBY AVE	57.62
			200017653656		ELECTRICITY/ 3300 OLD GOLDIE RD	77.80
			200017654415		ELECTRICITY/ 1000 SW THORNBERRY	250.45
			200017853025		ELECTRICITY/ 2081 NE TH AVE SW	11.12
			200017968427		ELECTRICITY/ POLICE STATION	1,017.58
			200019043344		ELECTRICITY/ 90 SE PIONEER WAY	20.32
			200019500517		ELECTRICITY/ 1137 NW KATHLEEN DR	60.31
			200020179194		ELECTRICITY/ 626 CHRISTIAN RD	50.92
			200020235012		ELECTRICITY/ SENIOR CENTER	778.80
			200022441113		ELECTRICITY/ 980 SW MMMROHAN ST	60.75
			200022988147		ELECTRICITY/ TRAILER PK S END	33.30
			200023231067		ELECTRICITY/ 945 E WHIDBEY AVE	26.37
			200023360569		ELECTRICITY/ 700NW HELLER ST T	42.05
			200024715845		ELECTRICITY/ 1285 NE TAFTSON ST	35.84
			200025075157		ELECTRICITY/ 33500 STATE ROUTE	87.27
			220002244337		ELECTRICITY/ END OF GUN CLUB RD	53.25
			220002247165		ELECTRICITY/ SW FAIRWAY POINT D	9.72
			220005593946		ELECTRICITY/ 1770 NE GOLDIE ST	14.20
			220007681624		ELECTRICITY/ 2900 N OAK HARBOR	13.71
			220010389959		ELECTRICITY/ 1375 SE CITY BEACH	32,964.05
			220015477015		ELECTRICITY/ 1090 SE PIONEER WA	93.28

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194052	8/4/2023	0000743 PUGET SOUND ENERGY	(Continued)			
			220019185945		ELECTRICITY/ 1501 BEEKMSA DR	198.43
			220021979996		ELECTRICITY/ 32460 STATE ROUTE	20.46
			220025981998		ELECTRICITY/ FORT NUGENT RD & SW	35.31
			220031532249		ELECTRICITY/ 1370 SE DOCK ST	20.22
			300000005003		ELECTRICITY/ PARKS	129.55
			300000007421		ELECTRICITY/ STREET LIGHTS	11,185.01
			300000009906		ELECTRICITY/ PARKS	252.18
			300000010409		ELECTRICITY/ PARKS	58.19
			300000010458		ELECTRICITY/ STREET LIGHTS	86.62
			300000010516		ELECTRICITY/ STREET LIGHTS	65.55
					Total :	**57,583.24**
194053	8/4/2023	0010860 SAAR PROPERTIES II	138585		GROSCERIES	44.90
					Total :	**44.90**
194054	8/4/2023	0000822 SHRED-IT USA, INC	8004390247		SHREDDING SERVICES	328.57
					Total :	**328.57**
194055	8/4/2023	0004821 SME SOLUTIONS, LLC	2188337		LABOR PER BID	4,435.46
					Total :	**4,435.46**
194056	8/4/2023	0002901 SMITH & LOVELESS, INC	170324		ADAPER AND PARTS	306.39
					Total :	**306.39**
194057	8/4/2023	0000846 SOUND PUBLISHING, INC	WNT980692		CITY NOTICES	64.50
			WNT980694		CITY NOTICES	63.00
			WNT980696		CITY NOTICES	66.00
					Total :	**193.50**
194058	8/4/2023	0000860 STANDARD INSURANCE COMPANY	006070620001		PREMIUM	220.63
					Total :	**220.63**
194059	8/4/2023	0000874 SURETY PEST CONTROL	235664894		PEST EXTERMINATION	120.98
			235665676		PEST EXTERMINATION	86.10
					Total :	**207.08**
194060	8/4/2023	0000922 UNUM LIFE INSURANCE COMPANY	0220603-0256		LONG TERM CARE JULY	493.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194060	8/4/2023	0000922 0000922 UNUM LIFE INSURANCE COMPANY	(Continued)		**Total :**	**493.98**
194061	8/4/2023	0000923 UPS	0000A0182W283		DELIVERY SERVICES	25.54
					Total :	**25.54**
194062	8/4/2023	0001052 WASHINGTON STATE PATROL	I2400128		BACKGROUND CHECK JULY	132.50
					Total :	**132.50**
194063	8/4/2023	0011198 WESTERN FIRST AID & SAFETY	76319		BLOODBORNE PATHOGENS	599.50
			76323		BLOODBORNE PATHOGENS	599.50
			76326		BLOODBORNE PATHOGENS	599.50
			76330		BLOODBORNE PATHOGENS	599.50
					Total :	**2,398.00**
194064	8/4/2023	0001016 WHIDBEY NEWS TIMES	WN-222364		SUBSCRIPTION RENEWAL	51.00
					Total :	**51.00**
194065	8/4/2023	0001017 WHIDBEY PRINTERS	52411		BOOKS OF WARNING NOTICES	562.06
			52421		FEE ENVELOPE FOR BOAT RAMP	695.68
					Total :	**1,257.74**
194066	8/4/2023	0001010 WHIDBEY TELECOM	996-100-1001		ALARM MONITORING - AUGUST	43.60
					Total :	**43.60**
194067	8/4/2023	0011107 WHOLESALE ONLINE GROUP, CORP.	INV-000724		QUILT,COAT,PANT	2,502.71
					Total :	**2,502.71**
194068	8/4/2023	0001061 XEROX CORPORATION	019225225		EFQ-646127 JUNE	431.07
			019225226		6TB-443396 05/21-06/21/23	602.63
					Total :	**1,033.70**
194069	8/4/2023	0010723 ZACHOR, STOCK & KREPPS INC	23-OAK-0007		PROSECUTION SERVICES - JULY	10,920.00
					Total :	**10,920.00**
194070	8/4/2023	0000355 ZIPLY FIBER	360-240-0603		CURRENT PHONE CHARGES	73.95
			360-279-9874		CURRENT PHONE CHARGES	116.92
			360-679-1651		CURRENT PHONE CHARGES	72.20

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
194070	8/4/2023	0000355	0000355 ZIPLY FIBER	(Continued)		**Total :**	**263.07**
53	**Vouchers for bank code :**	bank				**Bank total :**	**366,126.92**
53	**Vouchers in this report**					**Total vouchers :**	**366,126.92**

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.c.
Date: August 15, 2023
Subject: Annual Review of Lodging Tax Advisory Committee

FROM: **Mayor Severns**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Motion to re-appoint Margaret Livermore to Recipient 3 position to serve on the Lodging Tax Advisory Committee for a term expiring on 12/31/2024.

BACKGROUND / SUMMARY INFORMATION

OHMC 2.66.030 requires that City Council annually review the current Lodging Tax Advisory Committee Membership and makes changes as appropriate.

State law and OHMC mandate that lodging tax advisory committees consist of seven (7) members, appointed by the city council. One member shall be an elected official of the city who serves as chair and three members shall be representatives of businesses required to collect the tax imposed pursuant to Chapter 67.28 RCW, and three members shall be individuals involved in activities authorized to be funded by revenue received from the tax imposed pursuant to RCW Chapter 67.28.

Historically, the Mayor recommends a qualified candidate to serve on the LTAC, and the City Council confirms the appointment at a Regular Council meeting.

Currently, there are six active members on the LTAC. The Recipient 3 position is up for re-appointment. The Mayor recommends re-appointing Margaret Livermore of Oak Harbor Main Street Association to the Recipient 3 position with a term ending 12/31/2024.

OHMC 2.66.030:
Except as otherwise provided herein, the members of the lodging tax advisory committee (LTAC) shall each serve for a term of three years or for fulfillment of an unexpired term. However, the city council will review the membership of the committee every year and make changes as appropriate.

LEGAL AUTHORITY

RCW 67.28.1817 and OHMC 2.66.030

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS
1. LTAC Member Review Presentation
2. 2023 Lodging Tax Advisory Committee Roster

LODGING TAX ADVISORY COMMITTEE (LTAC) ANNUAL MEMBER REVIEW

City Council Meeting
Presented by: Chas Webster, Finance and Performance Analyst

8/15/2023

PURPOSE

- Per OHMC 2.66.040, the City Council shall submit to the lodging tax advisory committee, for its review and comment, at least 45 days prior to taking final actions, for proposals on (1) the imposition of a tax under chapter 67.28 RCW; (2) any increase in the rate of such tax; (3) repeal of an exemption from such a tax; or (4) a change in the use of the revenue received from such a tax. Comments by the LTAC should include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-range stability of the special fund created for the lodging tax revenues.
- Per OHMC 2.66.050, the lodging tax advisory committee shall review applications for award of city grant funds utilizing the lodging tax. LTAC recommendations will be made to City Council for final decision.

LODGING TAX ADVISORY COMMITTEE

- Per RCW 67.28.1817, a municipality with a population of 5,000 or more shall establish a lodging tax advisory committee.

- Per OHMC 2.66.030, the Committee shall consist of 7 members, recommended by the Mayor and appointed by the City Council. One member shall be an elected official of the City who shall serve as Chair, 3 members shall be representatives of businesses required to collect the tax imposed, and 3 members shall be persons involved in activities authorized to be funded by revenue received from the tax imposed.

USE OF REVENUES

- Lodging tax revenues – including both the basic and additional lodging taxes – must generally be used for tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities (RCW 67.28.1815-.1816) including:
  - A. Tourism marketing;
  - B. Marketing and operations of special events and festivals designed to attract tourists;
  - C. Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district, including repayment of general obligation bonds (RCW 67.28.150) or revenue bonds (RCW 67.28.160) for eligible capital projects; or
  - D. Operations of tourism-related facilities owned or operated by nonprofit organizations (but not capital expenditures).

LTAC MEMBERSHIP ANNUAL REVIEW

- Per RCW 2.66.030, City Council will review the membership of the committee every year and make changes as appropriate.
- Recipient 3 term expired 12/31/22

CURRENT LTAC ROSTER

First Name	Last Name	Position	Term End Date
Bryan	Stucky	Chair	12/31/25
Megan	Goodrich	Collector 1	12/31/24
Ken	Huang	Collector 2	12/31/25
Pamela	Estes	Collector 3	12/31/24
Larry	Munns	Recipient 1	12/31/23
Christine	Kelln	Recipient 2	12/31/25
Margaret	Livermore	Recipient 3	12/31/22

LTAC MEMBER RE-APPOINTMENTS

- Mayor Severns recommends to reappoint, Margaret Livermore, of Oak Harbor Main Street Association to Recipient 3 position with term expiring 12/31/2024.

RECOMMENDED MOTION

- I move to Reappoint, Margaret Livermore, of Oak Harbor Main Street Association to Recipient 3 position with a term expiring 12/31/2024.

Lodging Tax Advisory Committee (LTAC)

MEMBERSHIP ROSTER

as of August 1, 2023

Bryan Stucky, Chair
Councilmember
Original Appointment: 2/1/2022
Term Expiration: 12/31/2025

Larry Munns
Oak Harbor Yacht Club & Oak Harbor Youth Sailing Representative
Recipient 1
Original Appointment: 09/05/2017
Term Expiration: 12/31/2023

Christine Kelln
Chamber of Commerce Representative
Recipient 2
Original Appointment: 1/18/2022
Term Expiration: 12/31/2025

Margaret Livermore
OH Music Festival & OH Main Street
Recipient 3
Original Appointment: 10/06/2015
Term Expiration: 12/31/2022

Megan Goodrich
Collector 1
Original Appointment: 9/8/22
Term Expiration: 12/31/2024

Ken Huang
Collector 2
Original Appointment: 9/7/22
Term Expiration: 12/31/2025

Pamela Estes
Best Western Hotel
Candlewood Suites
Collector 3
Original Appointment: 7/13/2021
Term Expiration: 12/31/2024

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.d.
Date: August 15, 2023
Subject: Professional Services Agreement with Fizz Events - 2024 Whidbey Island Marathon

FROM: **Administration**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approval of the Professional Services Agreement with Fizz Events for the 2024 Whidbey Island Marathon.

BACKGROUND / SUMMARY INFORMATION

Fizz Events has provided the City of Oak Harbor with a quality, professional and well-organized marathon each year since taking on this popular event, promoting tourism and economic development both locally and regionally. Before Council is an action item for a Professional Services Contract for 2023-2024.

LEGAL AUTHORITY

Chapter 2.305, OHMC

FISCAL IMPACT

Contract amount $41,500.00 ($1,000 initial payment upon execution of agreement and $4,050 monthly from November 2023-April 2024)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. PSA for 2024 Whidbey Island Marathon

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF OAK HARBOR AND FIZZ EVENTS FOR CONSULTANT AND MANAGEMENT SERVICES FOR THE 2024 WHIDBEY ISLAND MARATHON

Project Name: 2024 Whidbey Island Marathon
Agreement Amount: $41,500
Expiration Date: August 31, 2024

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and Fizz Events, LLC, a Washington Limited Liability Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant and management services regarding the production and operational running of the annual Whidbey Island Marathon as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

3. Term. The term of this Agreement shall commence upon ratification and signing of both parties and shall terminate at midnight, August 31, 2024.

4. Non-assignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

5. Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

6. Indemnification/Hold Harmless. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

   Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

a. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

    i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

    ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

    iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

    iv. Professional Liability insurance appropriate to the Consultant's profession.

d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

    i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

    ii. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

    iii. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

7. Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap, or any other protected class, except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

8. Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

9. Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the

work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

10. Independent Contractor.

    a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

    b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

    c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

    d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

11. Conflicts of Interest. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

12. City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

13. Subcontractors/Subconsultants.

    a. The Consultant shall be responsible for all work performed by subcontractors/ subconsultants pursuant to the terms of this Agreement.

    b. The Consultant must verify that any subcontractors /subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/ subconsultant has proper license and bonding, if required by statute, must be included in the verification

process. The Consultant will use the following subcontractors /subconsultants:

_____

_____

_____

c. The Consultant may not substitute or add subcontractors /subconsultants without the written approval of the City.

d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

1. Payments.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. Except as provided for in paragraph IV(1)(b) below, the compensation paid to Consultant under this Agreement shall not exceed $41,500 (Forty-one thousand five hundred dollars) without further written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in **Exhibit "A"**, the City shall pay Consultant a mutually agreed upon amount.

b. In addition to the base fee referred to in paragraph IV(1)(a) above, the Consultant shall receive an incentive bonus equal to 30% of cash or cash-equivalent sponsorship revenues obtained by the Consultant and actually received by the City. The Consultant shall receive an additional incentive bonus equal to 10% of the fair market value of non-cash in-kind sponsorship contributions obtained by the Consultant and actually received by the City. Grant proceeds received by the City from the Island County Lodging Tax Program, the City of Oak Harbor Lodging Tax Program, or other funding sources obtained by the City are not eligible for this incentive bonus.

c. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:

i. a summary of previous invoices;
ii. current invoice amount;
iii. total current monthly billing;
iv. cash and non-cash contributions received;
v. amount authorized under this agreement; and
vi. total authorized amount still remaining under the agreement.

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

d. Payment of the base fee under this Agreement for serving as Race Director for the 2024 Whidbey Island Marathon race year will be as follows: (1) City will pay the Consultant a one-time payment of one-thousand dollars ($1,000.00) at the time both parties sign this agreement; and (2) City will pay the Consultant four-thousand and fifty dollars ($4,050.00) monthly on or before the last day of each month beginning in November 2023 and ending in August 2024.

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

2. City Approval. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

3. Maintenance/Inspection of Records. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

1. Notices.

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

CITY OF OAK HARBOR
c\o CITY ADMINISTRATOR
865 SE BARRINGTON DRIVE
OAK HARBOR, WA 98277

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

FIZZ EVENTS, LLC
c\o JARED LORANGER
3213 W. WHEELER STREET #184
SEATTLE, WA 98199

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

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

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

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

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

5. Severability.

   a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

   b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

6. Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

7. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

8. Conflict. To the extent any attachments conflict with this Agreement, the terms of this Agreement shall prevail.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

DATED this 15th day of August 2023.

CITY OF OAK HARBOR

_____
Robert Severns, Mayor

FIZZ EVENTS, LLC.

_____
Jared Loranger, Corporate Governor

APPROVED AS TO FORM:

_____
Hillary J. Evans, City Attorney

ATTEST:

_____
Julie Lindsey, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Fizz Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2024 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Family Fun Run event taking place on Sunday, April _, 2024.

EVENT MANAGEMENT, PLANNING & PRODUCTION SERVICES

Race Director shall provide general coordination between all Whidbey Island Marathon ("Marathon") related parties and individuals to assure proper communication, task completion and contract provision adherence for race event preparation and performance. Potential parties and individuals may include but are not limited to the City of Oak Harbor Departments (Administration, Mayor, Police, Fire and Public Works), Oak Harbor Chamber of Commerce, WSDOT, local media, expo exhibitors, race sponsors, race volunteers, the Oak Harbor School District, and Whidbey SeaTac Shuttle. The above listing is not to be considered exclusive. The Race Director will be responsible for organizing and chairing task meetings with the City, Race Director, and other interested parties. Specific elements of the event management, planning and production services will include:

1. Overall management of all areas necessary to guarantee the successful planning and execution of the event.

2. Provide regular weekly updates to City of Oak Harbor contacts regarding registration and sponsorship sales progress, planning and promotion elements completed, challenges being faced, etc.

3. Availability to meet with City of Oak Harbor contacts whenever requested.

4. Coordination with appropriate City of Oak Harbor contacts on specific areas of event.

5. Procurement and acquisition of goods and/or services in compliance with City of Oak Harbor purchasing policy requirements as well as those required of a municipal corporation in Washington State under RCW.

6. Receive and respond to inquiry /customer service e-mails submitted through event website.

7. Identification of all volunteer needs for the event and creation of overall volunteer plan, procurement, and training of all required volunteers needed to ensure the successful execution of the event.

8. Coordination with the City of Oak Harbor, WSDOT, Washington State Parks, Island County and all other appropriate agencies and departments on all required permitting.

    a. Fizz Events is responsible for completing and submitting all required permit applications.
    b. City of Oak Harbor is responsible for payment of all permit application and permit fees.

9. Coordination with City of Oak Harbor, Public Works, Parks & Recreation, Police and Fire

Departments and on detailed use of City of Oak Harbor roadways, parks, and other facilities.

10. Coordinate with City regarding parking, security, trash pick-up, recycling, shuttle information, medal distribution, event photographer, banners, balloons, and award ceremony.

11. Creation of event week load-in/delivery/set-up, event weekend and break-down/load-out timelines and contact information plans.

12. Creation of event Start/Finish area and Expo layouts.

13. Engage and coordinate with key contracted vendors including, but not limited to chip timing /electronic results provider, stage/sound/truss provider, rental equipment providers, race announcer/emcee, race Photography Company, etc.

14. Procure and manage required on-site and on-course EMT/Medical Services support.

15. Complete and submit USATF sanction application and supporting paperwork.

16. Design and order event participant bibs and safety pins and facilitate shipment to chip timing /electronic results provider.

17. Creation, procurement, and management of event participant shirts.

18. Creation, procurement, and management of event finisher medals.

19. Creation, procurement and management of event overall finisher and age division awards.

20. Update and place event rental equipment orders (portable restrooms, tents, tables, chairs, stanchions, generators, pallet jack, etc.) with event rental equipment providers.

21. Book and coordinate with private security services provider for required overnight security.

22. Procurement and management of all receptacles, personnel and supplies needed to manage waste/recycling in the event's Start/Finish area.

23. Creation/drafting of 'sponsor script' to be read by public address announcer on-site on event weekend.

24. Coordinate with the race and city agencies on all required including:

    a. Implementation of traffic control plan including:
        i. Coordination with National Barricade Company on order quantity of necessary equipment including cones, delineators, barricade fencing, traffic control signs, no-park signs, etc.
        ii. Placement and collection of all cones along all racecourses (full marathon, half marathon, 10K, 5K, 1K).

25. Placement & staging of all traffic control diamond signs along course as well as collection after

race. Signs to be pre-staged backwards.

26. Flaggers and City of Oak Harbor to turn all diamond signs 15-30 minutes prior to start of race. Fizz Events to collect all signage after races.

27. Fizz Events responsible for placement of all HWY 20 diamond traffic control signage as per the WSDOT outlined agreement.

    a. City of Oak Harbor responsible for creation and placement of all "advance notice" signage throughout course route and HWY 20. HWY 20 signage to be created as per WSDOT guidelines.

28. National Barricade responsible for placement and collection of ALL "No-Park" signs along route, including HWY 20 and throughout Oak Harbor (Fizz Events to coordinate).

    a. Placement of on-course signage (including mile markers) and collection of equipment behind last participant.
    b. Location identification and placement of on-course portable restrooms in coordination with vendor.

29. Management of event start and finish lines including Marathon/Half Marathon, 10K, 5K & 1K races.

    a. Including setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute.
    b. Fizz Events staff to be onsite at marathon stall line to work with event vendors and city employees to ensure proper setup and coordination of marathon start.

30. Fizz Events to work with event vendors to ensure proper ordering of all on course equipment including National Barricade, event tent/table/chair rentals, on-course restrooms, finish line entertainment, etc.

31. Coordination to identify all necessary equipment for on-course water stations including list of required items at each location prior to race date.

32. Delivery and collection of all required on-course water station equipment and supplies.

    a. Fizz Events to deliver all equipment and supplies and collect after last participant on race day.
    b. Fizz Events responsible for load/unload of all on-course event deliver trucks with City of Oak Harbor employees loading palletized equipment as necessary.
    c. Fizz Events to work with event on proper order of all necessary equipment trucks. City of Oak Harbor responsible for pickup & drop off of all event equipment trucks.

EVENT REGISTRATION PROGRAM

Race Director shall provide consultation and coordination for the event registration program to include the following:

1. Consultation on event registration cutoff dates, pricing/fees for race participation.
2. Coordination with online registration service provider and management of online registration process.
3. Creation of mail-in and on-site registration forms.
4. Input of mail-in registration forms into online registration website.
5. Management of packet pick-up and 'last gasp' registration at Expo and event day packet pick-up and on-site event registration.

PRE-RACE EXPO & PACKET PICKUP

Race Director shall coordinate with the City and an Expo site provider to organize and conduct the Marathon Expo. Such tasks shall include securing the expo site, assistance with set up and vendor booth layout coordination, the rental of all necessary equipment, coordination between expo vendors, coordinating expo volunteers and coordinating the preparation and disbursement of "goody bags." Race Director shall work with City to ensure a well-organized packet pickup for the participants and volunteers. Those specific tasks for Expo coordination are as follows:

1. Overall management of Pre-Race Expo and Packet Pickup.

2. Selected Expo site and create a strategic Expo layout and physical set-up that best suits the goals and size of the Whidbey Island Marathon event.

3. Recruit and secure an adequate volume of Expo exhibitors to support the goals and size of the Whidbey Island Marathon event.

4. Provide all the exhibitor contract documents needed for the securing of the exhibitors.

5. Fizz Events staff onsite at event Expo to:
    a. Set up equipment within Expo including all vendor tables and packet pickup tables.
    b. Assist vendors and sponsors with load-in/load-out to their proper locations.
    c. Manage 'last gasp' registration and volunteers handling packet pickup and disseminate aid as needed for providing troubleshooting and general race information.
    d. Arrange music and environment to be exciting and motivating for participants.

6. Provide best efforts to contact "running industry" exhibitors to inform of and invite to participate in race Expo.

7. Ensure all volunteers complete and submit City volunteer agreement forms.

8. The management of the clean-up of the Expo site ensuring that the Expo site is returned to its original condition.

9. The management of all the on-site activities during the hours of operation for the Expo. This includes the management of any onsite volunteers, the coordination with any onsite exhibitors or sponsors, the coordination with the facility where the Expo takes place and all the registration and packet pickup activities.

10. The creation and management of the Expo schedule, including any onsite guest speakers, or special exhibitor giveaways.

EVENT MARKETING & PROMOTION SUPPORT

Race Director shall develop an overall marketing, promotion, and distribution plan to ensure continued race participation levels for the Whidbey Island Marathon. This plan can include the preparation of print ads, posters, rack cards, electronic and social media, awards, maps, banners, stuffers, campaigns, brochures, and entry forms. Race Director shall consult with the City regarding public announcements, news releases and Internet advertising. Race Director will execute any and all promotional programs as agreed upon with the City. Those specific tasks for coordination of promotion and marketing tasks are as follows:

1. Provide any marketing-focused coordination required with the City of Oak Harbor and any other race partners or sponsors to ensure that a clean and consistent marketing message gets communicated to the targeted demographic of the Whidbey Island Marathon.

2. Creation of an event marketing plan and timeline including strategic coordination of event website updates, Facebook campaigns, HTML e-mail blasts, event registration fee increases, print advertisements, radio advertisements (if applicable), online banner and tile advertisements, etc.

3. Coordination with contracted graphic design/layout artist on creation and production of all printed collateral and advertisements (promotional rack card, brochure, poster, half and full-page print ads, etc.). Fizz Events to provide copy, images, logos and other content to be used in printed collateral and advertisements.

    a. Whidbey Island Marathon responsible for cost of printing of collateral.

4. Management and staffing of promotional booth at Fizz Events produced in months prior to Whidbey Island Marathon.

5. Distribution of promotional collateral to running stores, gyms, community centers, Boys & Girls Clubs, Y locations and other appropriate outlets.

6. Identification and negotiation of cross-promotional opportunities with partner events including promotional collateral distribution, participant database trading, on-site promotional booth opportunities, etc.

7. Assist with the development of display materials for the Whidbey Island Marathon booth for the Seattle Marathon Expo and other marathon expos as requested by and subject to approval by the City.

EVENT WEBSITE, ELECTRONIC MARKETING & SOCIAL MEDIA

1. Fizz Events responsible for year-round management of event website including updating sponsor logos and event FAQ, changes to the site at the closure of online registration, changes to the site on event day, etc.

2. Management/maintenance of event's social media program including content, postings, and scheduled strategic Facebook and Twitter campaigns.

3. Creation and dissemination of 6+ promotional HTML e-mails to Fizz Events owned database of 45,000+ participant e-mail addresses during key pre-event periods (price increase, event week, shirt unveil, etc.).

4. Coordination with contracted graphic design artist on creation of animated .gif electronic banner and/or tile advertisements.

5. Submission of event promotional information to online calendar listings and running event calendars.

6. Creation of electronic promotional PDF flyer to be distributed to running clubs in Western Washington.

7. Race Director shall work with the City website administrator to assure consistency and accuracy of marketing and promotion themes.

EVENT SPONSORSHIP PROGRAM

The Race Director shall make all reasonable efforts to secure relevant cash sponsors for the Whidbey Island Marathon events. The minimum direct cash sponsorship goal for each year is $10,000. Race Director agrees to work closely with the City of Oak Harbor to recommend, coordinate and complete the necessary steps to ensure that the sponsor focused efforts are strategically done and not duplicated. The Race Director will leverage the working relationship it has with past sponsors to invite them to become sponsors of the Whidbey Island Marathon events. Elements of the event sponsorship program include:

1. Overall management of event sponsorship sales campaign

2. Creation of event sponsorship program overview including inventory overview, benefit breakdown, timeline, etc.

3. Initiate contact with previous year's corporate sponsors and vendors to re-engage them as sponsors of races.

4. Best effort to engage in-kind sponsors utilizing Fizz Events relationships with sampling companies.

5. Create three-tiered general event sponsorship opportunities proposal/overview.

6. Create all proposals for new sponsorship sales pitches.

7. Create agreements for all sponsorship commitments.

8. Coordinate with City of Oak Harbor finance representative on generating and sending sponsorship fee invoices.

9. Manage sponsorship overview tracking spreadsheet ensuring compliance with all benefit commitments.

10. Procure good sponsor logos /artwork and maintain logo bank to be used on all marketing applications.

11. Create event weekend timeline, driving directions, parking information and instructions packet and send to sponsors two weeks prior to event weekend.

12. Procure banners from event sponsors to be hung on-site in event start/finish area.

EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT

Race Director shall provide coordination with the City to assure all racecourse tasks are in place and covered as well as conducting direct and specific racecourse tasks. Race Director shall provide coordination with the City to assure all start/finish event tasks are in place and covered as well as conducting direct and specific start/finish event tasks. Those specific tasks for start/finish event coordination are as follows:

1. Management of event pre-race packet pick-up event on day prior to event day.

2. Coordinate transportation of event participant shirts, packets, and registration materials from pre-race packet pick-up location to event start/finish area on event day.

3. On-site event direction and management by Fizz Events Event Director.

4. A Fizz Events event production crew of 8-10 crew members, including overall event lead to ensure all necessary areas of course are set.

5. On-site event course operations direction and management by Fizz Events Event Director.

6. Procure, set, and pull all tents, tables, chairs, generators, stage, public address system, portable restrooms, fencing, truss, inflatables, wind blades and other start/finish area equipment and elements.

7. Procure, set, and pull all required traffic control/street closure rental equipment and signage.

8. Management of the placement and collection of all directional signage on route and in event start/finish area, including start/finish banner, mile markers, etc.

9. Procure, set, and manage all elements of on-course water stations, including trash bins, tables, cups, and water.

10. Procure, set, and manage all elements of on-course first aid stations.

11. Procure, organize, and coordinate awards ceremony, entertainment, food and activity tents, vendor set-up, sponsor promotions, all volunteer tasks to staff the start and finish events and an adequate number of porta-potties strategically placed and adequately stocked with associated supplies.

12. Assist the City with the coordination of providing sound systems as needed, decorative amenities, refreshments as prescribed, and banners at the starts and finishes.

13. Assist the City with the coordination of safe and efficient passenger shuttle service for marathon and other participants, as needed.

14. Recruit and coordinate ham radio operators and motorcycle volunteers for the racecourse, as needed.

15. Recruit, train, and coordinate all necessary volunteer assistance and training of water/aid stations.

16. Recruit and coordinate all necessary volunteer assistance and training of course monitors and certified flaggers.

17. Recruit and coordinate necessary law enforcement assistance.

18. Coordinate and organize the gear check at the race starts and finish.

19. Management of successful event day parking operations.

20. Procure and manage on-site race announcer.

21. On-site management of volunteers needed to assist with parking, course monitoring, start/finish line operations, food, and water distribution, etc.

22. Clean-up of event start/finish area and entire route.

23. Communication of final participant data to race photography company.

24. Liaison between chip timing /results service provider and event to ensure successful posting of links to results and on event website following event.

FINANCIAL

1. Fizz Components

    a. Fizz Events, LLC will provide the above outlined services and support for the Whidbey Island Marathon for a performance fee not to exceed $41,500.
    b. Fizz Events, LLC will receive 30% of total cash sponsorship and booth fee monies collected. Cash sponsorship does not include the City of Oak Harbor applications for County and City lodging Tax (2%) funding applications.

2. City of Oak Harbor Components

    a. Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Fizz Events staff. The exact hotel room needs to be determined and agreed upon with the City

at a later date.

b. Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Fizz Events for any additional spending to fuel trucks during event. It is expected that Fizz Events will first attempt to refuel trucks at the City of Oak Harbor Public Works fuel pumps. In the event that option is not available, Fizz Events will be reimbursed upon providing an itemized receipt for the fuel purchase.

c. Fizz Events would require a non-refundable deposit of $1,000 to be paid to Fizz Events upon signing of an agreement between the City of Oak Harbor and Fizz Events in order to secure the services of Fizz Events.

OTHER

The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

1. All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.

2. Whidbey Island Marathon will be responsible for reimbursing Fizz Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Fizz Events is authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.

3. Whidbey Island Marathon will provide the financial support for all necessary/required traffic control equipment and vehicles (box or stake bed trucks) on event day.

4. City of Oak Harbor will provide to Fizz Events, LLC proof of insurance coverage.

City of Oak Harbor
City Council Agenda Bill

Bill No. 4.e.

Date: August 15, 2023

Subject: Purchase Authorization-Ford F150 Lightning Pickup (Police Department)

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, 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) Ford F150 Lightning pickup from State Contract number 05916 in the amount not to exceed $50,000.00.

BACKGROUND / SUMMARY INFORMATION

The 2023-2024 biennial budget includes funds to replace a 2002 Nissan Maxima. The Police Department uses this vehicle for special services within this department. This vehicle meets replacement criteria per the City's Light Duty Equipment Replacement Guidelines.

For this replacement, Police staff determined that there was a need to have a pickup truck in lieu of a car because a police special services vehicle is a versatile law enforcement asset designed to tackle a wide range of situations where an ordinary police patrol car is limited. This vehicle will be capable of supporting police department activities and response to calls for service that are criminal and non-criminal in nature. The truck bed enhances the department's capabilities when performing community caretaking activities, such as the collection/transport of hulk and abandoned property, including shopping carts, and transporting safekeeping and evidence items. The vehicle will be capable of deploying as part of a community crime prevention strategy and has functional capabilities during special event operations. In addition, the Police Department already has the infrastructure to charge this vehicle through a PSE grant obtained in 2020.

Funding: The funding for this replacement has been set aside in the Equipment Rental Replacement Fund in the amount of $50,000.00. The cost for the replacement is $49,953.97.

Procurement Tool: Staff proposes using State Contract number 05916 with Bude Clary Ford/Hyundai. By purchasing from the State Contract, the City fulfills our bidding obligations as required by City ordinance and saves costs by allowing the State to perform the bidding process.

DOC Requirement: Effective June 1, 2018, all local government subdivisions of the state, to the extent determined practicable by the rules adopted by the Department of Commerce (DOC), pursuant to RCW 43.325.080, are required to satisfy 100% of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel. This replacement will satisfy this requirement.

Future Grant Opportunities: Adding a second electric vehicle to the City's fleet is also valuable because several EV grants require the agency to own at least two electric vehicles to apply.

LEGAL AUTHORITY

FISCAL IMPACT

$50,000 is appropriated in the Vehicle/Equipment replacement fund. Cost of truck is within appropriated amount.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. Vehicle Quote Number: 2023-8-29
2. Ford F150 Lightning Pickup Specifications
3. Criteria Sheet #P-16
4. Light Duty Equipment Replacement Guidelines
5. Ford F150 Lightning Pickup Tech Specs

From: NOREPLY@des.wa.gov
To: Sandra Place
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2023-8-29 - OAK HARBOR, CITY OF - 21503
Date: Wednesday, August 2, 2023 2:08:34 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Vehicle Quote Number: 2023-8-29 Create Purchase Request requests View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Bud Clary Ford/Hyundai (W403)
Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: OAK HARBOR, CITY OF - 21503
Email: splace@oakharbor.org
Quote Notes:
Vehicle Location: OAK HARBOR

Color Options & Qty

Agate Black Metallic (UM) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0826-001	2023 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	$44,792.00	$44,792.00
2023-0826-003	INFORMATION ONLY: Bud Clary Ford offers a $300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	$0.00	$0.00
2023-0826-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	$0.00	$0.00
2023-0826-215	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$135.00	$135.00
2023-0826-216	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	$114.00	$114.00

2023-0826-217	Mud flaps, Front (DLR)	1	$88.00	$88.00
2023-0826-218	Mud Flaps, Rear (DLR)	1	$88.00	$88.00
2023-0826-222	Service Manual, CD (DLR)	1	$221.00	$221.00
2023-0826-223	Service Wiring Diagram, Paper (DLR)	1	$105.00	$105.00
2023-0826-224	SPRAY-IN Bedliner (DLR)	1	$540.00	$540.00

Quote Totals

Total Vehicles:	1
Sub Total:	$46,083.00
8.4 % Sales Tax:	$3,870.97
Quote Total:	$49,953.97

Vehicle: 2023 Ford F150 4WD 2023-0830-001

Contract #: 05916 - Pick-up Trucks (2WD - 4WD)

Dealer: Bud Clary Ford/Hyundai

Vehicle Standard Specifications And Additional Information

Specification Description	Specification
2023 Ford F150 4WD	F1E
XL Trim Level, Regular Cab, 4WD, 122in Wheelbase, 6.5ft Bed	101A/122WB
3.3L V6 PFDI includes Auto Start-Stop Technology (FFV Capability)	99B
Horsepower/Torque: HP 290 @ 6500; TQ 265 @4000	STANDARD
GVWR: 6050# GVWR, 1740# Payload	STANDARD
Average MPG (US Dept of Energy): (22MY: 19/22/20 MPG)	INFO
Electronic Ten-Speed Automatic Transmission with selectable drive modes	44G
NEW: Power Door Locks w/ Remote Keyless Entry, includes (4) flip keys w/ integrated key fob	STD/DLR
Full-size spare tire, spare tire carrier, rear under frame	STANDARD
Tires & Wheels: 265/70Rx17 BSW All-Terrain (A/T) Tires, 17in Silver Steel Wheels	STANDARD
Tire Chain/Traction Devise Compatible. Describe: Yes	INFO
Seating configuration: Vinyl 40/20/40 front, 2-way manual	TTAS
Flooring material: black vinyl	STANDARD
Battery/Charging system: 70-AH 610CCA Battery; 200-Amp Alternator	STANDARD
Fuel Tank Capacity Gallons: 23 Gallon	STANDARD
Rear Axle Ratio: 3.55 RAR	STANDARD
Ground Clearance: 9.4 inches	STANDARD
Skid Plates: Not standard, available to order	INFO
Air Bags: Airbags: driver and passenger front airbags and seat-mounted side airbags, 1st and 2nd row Safety Canopy side-curtain airbags	STANDARD
Fleet deviations from retail: None	STANDARD
Electronic Shift-on-the-Fly w/ Neutral Towing Capability (4x4 Only)	STANDARD
Front Tow Hooks (2) (4x4 Only)	STANDARD
Ford Co-Pilot360 Technology [Includes Auto On/Off Headlamps, auto high beams, Lane-Keeping System, Pre-Collision Assist w/ Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support, Rearview Camera w/ Dynamic Hitch Assist, Post-Collision Braking, Reverse Sensing System]	STANDARD
FordPass Connect: 4G LTE Wi-Fi Hotspot connects up to 10 devices (complimentary trial subscription of 3 months or 3 gigabytes); locate parked vehicle; check vehicle status; Also includes Ford Telematics and Data Services Prep which provides vehicle location, speed, idle	STANDARD

time, fuel, vehicle diagnostics and maintenance alerts, enables telematics services through Ford or authorized providers.	
AM/FM Stereo with (4) speakers	STANDARD
4in productivity screen in instrument cluster; 8in center-stack screen w/ audio controls; auxiliary audio input jack; compass display in instrument cluster; outside temperature display;	STANDARD
SYNC4 (Includes 8in LCD capacitive touchscreen w/ swipe capability, wireless phone connection, Cloud connected, AppLink w/ App Catalog, 911 Assist, Apple CarPlay and Android Auto compatability, digital owners manual	STANDARD
NEW: two (2) USB charging ports and two (2) USB data charging ports	STANDARD
NEW: Cruise Control	STANDARD
4-wheel disc brakes with Anti-Locking Braking System (ABS)	STANDARD
HD gas shock absorbers (front/rear), outboard mounted (rear)	STANDARD
Front coil springs, rear leaf springs, front stabilizer bar	STANDARD
Bumpers and front grille, black	STANDARD
Center high-mounted stop lamp (CHMSL)(includes integrated cargo lamp)	STANDARD
Daytime running lights (DRL)(On/Off Cluster Controllable)	STANDARD
Fully boxed steel frame	STANDARD
Pickup box tie-downs (4)	STANDARD
NEW: Sideview Mirrors - manual-folding w/ power heated glass	STANDARD
NEW: Power Windows	STANDARD
NEW: Power Tailgate Lock	STANDARD
Trailer Sway Control, 4-pin wiring with ball mounting provisions in rear bumper	STANDARD
Windshield wipers with intermittent speed	STANDARD
Air-conditioning, manual, single-zone	STANDARD
Dome light	STANDARD
Gauges: fuel, oil pressure, transmission temp and engine coolant temp	STANDARD
Powerpoint, 12V, front	STANDARD
Rear window with fixed glass and solar tint	STANDARD
Rearview mirror, day/night	STANDARD
Manual tilt/telescoping steering wheel	STANDARD
AdvanceTrac with Roll Stability Control (RSC)	STANDARD
Auto On/Off Headlamps: halogen, rainlamp wiper activated	STANDARD
Seat belts: Active Restraint System (ARS), three-point manual lap/shoulder belts with height adjusters, pretensioners and energy management retractors on outside front positions	STANDARD
SecuriLock Passive Anti-Theft System (PATS)	STANDARD

SOS Post-Crash Alert System	STANDARD
Tire Pressure Monitoring System (TPMS)	STANDARD
Warranty: 3/36 Bumper-to-Bumper, 5/60 Powertrain	STANDARD
Exterior Paint (RPO No-Charge)(M=Metallic): Oxford White, Iconic Silver M, Race Red, Stone Gray M, Agate Black M, Antimatter Blue M, Carbonized Gray M, Atlas Blue M, Area 51 Blue (XLT) and Avalanche (XLT)	STANDARD
VSO Extra-Cost Paint (N/A with Hybrid or XLT 301A): Vermillion Red, School Bus Yellow, Yellow and Green	Optional

CRITERIA SCORING FOR REPLACING CITY VEHICLES AND EQUIPMENT

Vehicle # **P-16** Department: Police Division: Special Services

Model Year: 2002 Make: Nissan

Model: Maxima

Meter Reading :

Age: Age on 8/3/23: **Age-Points: 21**
Class #: N/A
Class Description: Patrol Use
Life Expectancy in Months: 120

Usage: Estimated miles/hours on 8/3/23: Meter Type: Miles-171,010

Usage Guidelines *

A	Police patrol vehicles	120,000	Miles	
B	Heavy duty trucks	55,000	Miles	
C	Light duty	2,000	Hours	
D	Heavy Equipment	5,000	Hours	
E	Misc. smaller equipment	325	Hours	
F	All other vehicles	75,000	Miles	
G	Trailer/non-metered	0	No Meter	**Usage- Points: 17**

Condition:

Type of Service: 5 if very heavy or demanding service, 1 if light admin **Points:** 1

Reliability: Ratio of repair occurrences: last 12 months vs. second 12 months **Points: 1**

Condition: Engine, transmission, differential, sheet metal & rust, electrical, structural integrity, & other major components, plus anticipated major repairs projected to occur in next FY. **Points: 1**

Condition: Meets requirements (=> 8.0 points) **Condition: Total Points: 3**

Repair Costs:

Original Purchase Cost: **$ 0.00 (Seized in 2014 and placed on fleet)**

LTD Repair Cost: **$3,109.74** **Repair History- Total Points: 5**

Repair History: Meets Requirements: (>= 2.5)

*MILEAGE AND/OR HOURS USED ALONE ARE NOT A VALID INDICATION OF VEHICLE OR COMPONENT WEAR DUE TO IDLING AND OTHER SPECIAL USES OF EQUIPMENT

TOTAL POINTS NEEDED: 23-27 **TOTAL POINTS SCORED: 46**

Replacement Approved__XX__ Replacement Denied ___

Central Service Supervisor _____Sandra Place_____ Date ____8/3/2023_____

Light Duty Equipment Replacement Guidelines- for 05-06 Budget Prep

(Vehicles under 10,500 lbs. G.V.W.R., exception: include ambulances)

Factor	Points
Age	One point for each year of chronological age, based on in-service date of truck.
Usage	(a) One point for each 10,000 miles of use. (b) For small equipment- one point for every 325 hours
Type of Service	1-5 points are assigned based on the type of service under which the vehicle operates. For instance, a police patrol car is given a 5 because it operates under conditions or at performance levels that are considered very severe service. In contrast, a 1 is assigned to a vehicle used in a role that does not put severe demands on any of its components, such as a Pool sedan.
Reliability	Points are calculated based on the ratio of frequency (occurrences) of repair over the last twelve months (LTM) of service compared to the frequency in the vehicle's second twelve months (STM) of life. For example, LTM = 6 / STM = 2 = a score of 3.0 The maximum is 5 points. (PM, Statutory Inspections, and accidents not included)
Condition	This category takes into consideration an inspection of the body and underbody condition, rust, interior condition, accident history, and anticipated major or chronic repairs or major component replacement. A scale of 1 to 5 points is used with 5 indicating very poor condition or high expected maintenance cost.
Repair Costs	1 to 5 points are assigned based on total life-to-date repair costs (excluding the cost of accident, Act of God, etc.. repairs). A 5 is assigned to a truck with life-to-date (LTD) repair costs equal to or greater than the vehicle's original purchase price, while a 1 is given to a truck with LTD maintenance costs equal to 20% or less of its original purchase cost.

Point Ranges

Under 18 points	Condition 1	Excellent
19 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualified for replacement
28 points and above	Condition IV	Needs immediate consideration
	Condition V	Unsafe, functionally obsolete, non-compliant with O.S.H.A. and/or D.O.T.

2022 FORD F-150 LIGHTNING

TECHNICAL SPECIFICATIONS

Preproduction computer-generated vehicle shown. Available starting spring 2022.

BODY

Construction/materials	High-strength steel frame, high-strength, military-grade aluminum alloy body and bed
Body style	SuperCrew® four-door with 5.5-foot bed
Final assembly location	Rouge Electric Vehicle Center

POWERTRAIN/DRIVETRAIN	Standard-Range Battery	Extended-Range Battery
Drivetrain Layout	Dual eMotor, front/rear transverse mounted, four-wheel drive	
Motors/configuration	Two inboard three-phase fixed magnet AC motors	
Targeted Peak Power (hp/kW)*	452/337	580/433
Targeted Peak Torque (lb.-ft./Nm)*	775/1050	775/1050
Motor Build Location	Van Dyke Transmission Plant	

*Calculated via peak performance of the electric motors at peak battery power. Your results may vary. Horsepower and torque are independent attributes and may not be achieved simultaneously.

BATTERY/ENERGY STORAGE	Standard-Range Battery	Extended-Range Battery
Battery type	Lithium-ion pouch with internal battery management, liquid cooled	
Battery size	98 kWh of usable energy*	131 kWh of usable energy*
Onboard charger power (input/output)	11.3 kW/10.5 kW	19.2kW/17.6 kW
Battery assembly location	Rawsonville Components Plant	

*Based on manufacturer calculation using computer engineering simulations. Your results may vary.

ESTIMATED CHARGE TIMES*	Standard-Range Battery	Extended-Range Battery
LEVEL 3		
150 kW DCFC 15-80%	44 minutes	41 minutes
50 kW DCFC 15-80%	91 minutes	122 minutes
LEVEL 2		
80A Ford Charge Station Pro 15-100%	10 hours	8 hours
48A Connected Charge Station 15-100%	10 hours	13 hours
32A/240W Mobile Charger 15-100%	13 hours	19 hours

*Charge time based on manufacturer computer engineering simulations. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge.

ESTIMATED MILES/CHARGE*	Standard-Range Battery	Extended-Range Battery
10 minutes, 150kW DC Fast Charge	41 miles	54 miles
1 hour, 80A Ford Charge Station Pro	19 miles	30 miles
1 hour, 48A Ford Connected Charge Station	19 miles	20 miles
1 hour, 30A/240W Mobile Charger	13 miles	13 miles

*Excludes Platinum models. Range and charge time based on manufacturer computer engineering simulations and analytical projection consistent with U.S. EPA combined drive cycle. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health.

EPA-ESTIMATED RANGE*	230	320 (XLT, LARIAT)/300 (Platinum)

*Based on full charge. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, and lithium-ion battery age and state of health.

CHARGING UNIT

	Standard-Range Battery	Extended-Range Battery
30A Ford Mobile Charger (120V/240V)	Included	Included
48A Ford Connected Charge Station	Optional	Optional
80A Ford Charge Station Pro with Ford Intelligent Backup Power capability	Optional	Included

EXTERIOR DIMENSIONS (Preproduction estimates. Measurements in inches unless otherwise noted.)

Wheelbase	145.5
Overall length	232.7
Cab height	78.3
Width - excluding mirrors	80.0
Width - including standard mirrors	96.0
Width - standard mirrors folded	83.6
Track width - front (curb)	68.1
Track width - rear (curb)	68.3
Overhang - front	37.8
Overhang - rear	49.4
Angle of approach (degrees)	24.4
Angle of departure (degrees)	23.6
Ramp breakover angle (degrees)	17.6
Ground clearance	8.4
Open tailgate to ground	36.7
Front bumper to back of cab	155.9
Front trunk liftover height	34.5

INTERIOR DIMENSIONS (Preproduction estimates. Measurements in inches unless otherwise noted.)

Seating (occupants)	5
Front headroom	40.8
Front legroom SAE (maximum)	43.9
Front shoulder room	66.7
Front hip room	62.5
Rear headroom	40.4
Rear legroom SAE (maximum)	43.6
Rear shoulder room	66.0
Rear hip room	62.6

BED & FRONT TRUNK CAPACITIES (Measurements in inches unless otherwise noted.)

Inside length (at floor)	67.1
Width between wheelhouses	50.6
Inside height	21.4
Cargo box volume	52.8 cubic feet
Front trunk volume	14.1 cubic feet (400 liters)

CAPABILITY[1]

	Standard-Range Battery	Extended-Range Battery
Maximum Payload (lbs.)	2,235[2]	1,952[3]
Maximum Towing (lbs.)	5,000[4]	7,700[4]
Maximum Towing with Max Trailer Tow Package (lbs.)	7,700[4]	10,000 (XLT/LARIAT)/8,500 (Platinum)[4]

[1]Payload and towing are independent attributes and may not be achieved simultaneously. [2]Max payload with Pro trim and Standard-Range battery. Max. payload varies and is based on accessories and vehicle. [3]Max payload on XLT High (XLT 312A) with available extended-range battery. Max. payload varies and is based on accessories and vehicle configuration. See label on door jamb for carrying capacity of a specific vehicle [4]Max towing varies based on cargo, vehicle configuration, accessories, and number of passengers.

SUSPENSION

Front configuration	Independent double-wishbone with coil-over shocks, stabilizer bar with heavy-duty gas pressurized monotube shocks
Rear configuration	Independent semi trailing arms, coil springs, stabilizer bar with heavy-duty gas pressurized twin tube shocks

SELECT STANDARD/OPTIONAL FEATURES

	Pro	XLT	Lariat	Platinum
BATTERY/CHARGING				
Standard-Range Battery	S	S	S	-
Extended-Range Battery	O (Fleet only)	O	O	S
EXTERIOR FEATURES				
Power up/down hood	S	S	S	S
Front trunk	S	S	S	S
Tailgate with lift assist	S	S	-	-
Power up/down tailgate	-	O	S	S
Carbon Black fixed extended running boards with enhanced lighting	-	S	S	S
EXTERIOR LIGHTING				
LED projector headlamps with dynamic bending and LED signature lighting	S	S	S	S
LED taillamps	S	S	S	S
Signature hood lighting	-	S	S	S
Signature tailgate lighting	-	-	S	S
LED box lighting with Enhanced Zone Lighting	-	O	S	S
WHEELS				
18-inch machined aluminum with black high gloss pockets	S	S	-	-
20-inch Dark Carbonized Gray aluminum	-	O	S	-
22-inch bright machined aluminum with Ebony Black painted pockets	-	-	-	S
TECHNOLOGY				
SYNC® 4 with Enhanced Voice Recognition, 12-inch landscape LCD capacitive touch screen	S	S	-	-
SYNC® 4A with Enhanced Voice Recognition, 15.5-inch portrait orientation LCD capacitive touch screen	-	-	S	S
Wireless Apple CarPlay® and Android Auto™ compatibility	S	S	S	S
Wireless Ford Power-Up Software Updates	S	S	S	S
Connected Built-In Navigation* (3-year trial)	S	S	S	S
12-inch Digital Productivity Screen	S	S	S	S
Intelligent Access	-	O	S	S
Push button start	S	S	S	S
360-degree camera	O	S	S	S
FordPass Connect™ with 4G LTE Wi-Fi hotspot capability for up to 10 devices	S	S	S	S
Phone As A Key functionality	-	-	O	S
B&O Sound System by Bang & Olufsen with HD Radio™ (including 8 speakers and subwoofer)	-	-	S	-
B&O Unleashed Sound System by Bang & Olufsen with HD Radio™ (including 18 speakers including subwoofer)	-	-	-	S

*Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary Connected Service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. After the complimentary trial, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Service contract is required for connected navigation services. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

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SELECT STANDARD/OPTIONAL FEATURES (CONTINUED)

	Pro	XLT	Lariat	Platinum
Rain-Sensing Wipers	-	O	O	S
SEATING				
Vinyl front bucket seats, 4-way manual driver/passenger	S	-	-	-
Cloth front bucket seats, 8-way power driver's seat with power lumbar, manual passenger lumbar	-	S	-	-
Cloth heated front bucket seats, 10-way power driver's seat with power lumbar, multi-adjustable power front passenger seat	-	O	-	-
Leather-trimmed, heated and ventilated front seats, 10-way power driver's seat and multi-adjustable power passenger seat with power lumbar, memory driver's seat	-	-	S	-
Premium Nirvana leather seating surfaces with black tuxedo stripes, heated and ventilated, front MultiContour with Active Motion,® 10-way power driver's seat and multi-adjustable power passenger seat with power lumbar, memory driver's seat	-	-	-	S
Flow-through console with stowable floor shifter	S	S	S	S
Max Recline Seats	-	-	-	O
PRODUCTIVITY/CAPABILITY				
2.4kW Pro Power Onboard – 120V outlets: Two in the cab, two in the bed and four in the front trunk	S	S	-	-
9.6kW Pro Power Onboard – 120V outlets: Two in the cab, four in the bed and four in the front trunk, plus a 240V outlet in the bed	O	O	S	S
Interior work surface	-	S	S	S
Tailgate step (includes Tailgate Work Surface)	O	O	S	S
Class IV trailer hitch	S	S	S	S
FORD CO-PILOT360™ TECHNOLOGY				
Ford Co-Pilot360™ 2.0 – Pre-Collision Assist with Automatic Emergency Braking (includes Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support), BLIS® with Cross-Traffic Alert, Lane-Keeping System (includes Lane-Keeping Alert, Lane-Keeping Aid and Driver Alert), Rear View Camera, Auto High Beam headlamps, Reverse Sensing System, Reverse Brake Assist and Post-Collision Braking	S	S	S	S
Ford Co-Pilot360™ Assist 2.0 – Intelligent Adaptive Cruise Control with Stop-and-Go, Lane Centering and Speed Sign Recognition, Evasive Steering Assist, Intersection Assist, Connected Built-In Navigation* (3-year trial)	-	O	S	S
Ford Co-Pilot360™ Active 2.0 – Ford BlueCruise,™ Active Park Assist 2.0 (includes Phone As A Key)	-	-	O	S

*Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary Connected Service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. After the complimentary trial, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Service contract is required for connected navigation services. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

SELECT STANDARD/OPTIONAL FEATURES (CONTINUED)

	Pro	XLT	Lariat	Platinum
SAFETY/SECURITY				
AdvanceTrac® with RSC	S	S	S	S
Airbags – Driver and front-passenger front and seat-mounted side airbags, Safety Canopy® side-curtain airbags	S	S	S	S
Curve Control	S	S	S	S
Perimeter anti-theft alarm	S	S	S	S
SOS Post-Crash Alert System	S	S	S	S
Tire pressure monitoring system	S	S	S	S
Advanced Security Pack	-	-	S	S
SecuriCode® keyless entry keypad	-	S	S	S
FordPass Trailer Theft Alert*	S	S	S	S

*FordPass Connect (optional on select vehicles),] the FordPass App., and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

PACKAGES				
Tow Technology Package – includes Pro Trailer Backup Assist, Trailer Reverse Guidance, Trailer Brake Controller, Smart Hitch, On-board Scales, Smart Trailer Tow Connection, Forward Sensing System (included on Pro; standard on XLT+)	O	O	O	S
Max Trailer Tow Package	O	O	O	S

WARRANTY	
Bumper-to-Bumper	3 years/36,000 miles
Electric vehicle unique component	8 years/100,000 miles*
Aluminum body panel	5 years/unlimited miles
Paint adhesion	5 years/unlimited miles
Roadside assistance	5 years/60,000 miles

*Battery is covered for 8 years or 100,000 miles, whichever comes first, retaining a minimum of 70% of its original capacity over that period.

City of Oak Harbor
City Council Agenda Bill

Bill No. 8.a.
Date: August 15, 2023
Subject: Contract Amendment No. 2 with Gray & Osborne for On-Call Water Services

FROM: **Brett Arvidson, Project Engineer (presenting) and Alex Warner, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

It is recommended that the City Council authorize the Mayor to sign Professional Service Amendment No. 2 with Gray and Osborne, Inc. for On-Call Engineering Services for Water Projects increasing the contract amount by $161,930.00, increasing the total contract amount from $333,260.00 to $495,190.00.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor has 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. The majority of these projects involve replacing aging asbestos cement (AC) pipes and steel pipes, but the capital plan also identifies a wide variety of water improvements in the next 5 years.

The previous projects are either under construction or will be under construction in the near term. With near completion of the first projects, staff wants to begin work on more capital needs. These projects include:

1. Designing the replacement of the Ault Field Pump Station electrical system. This critical pump station was constructed in the 1970's and the ancient electrical components cannot be replaced. This task also includes adding cathodic protection to the North Reservoir. The cost for these services is $72,450.00.
2. Assisting with implementation of the Supervisory Control and Data Acquisition System (SCADA). The SCADA system is a computer control system that allows the water Staff to monitor and control the pump, reservoirs, and valves throughout the city. The current system is outdated and no longer supported. Gray and Osborne will assist staff in developing an implementation plan and procurement for this SCADA system upgrade. The cost for these

services is $30,000.00.

3. Assist with strategic planning for the future of the water system. With the upcoming revision of the City's comprehensive plan, staff is reviewing the current water system capital needs and the assumptions underlying the capital plan. Gray and Osborne will provide assistance in evaluating and prioritizing near term operational and capital needs. The cost for these services is $30,000.00.
4. Evaluate the City's main supply pipe capacity and hydraulics. The City's main supply is a 24-inch pipe from Anacortes, but that pipe is paralleled by segments of 10-inch pipe. One of these segments is badly corroded and leaking. A hydraulic study is necessary to determine the need and value of replacing this line. The cost for these services is $29,480.00.

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. The contract amount w the On-Call Engineering Services for Water Projects increased by $161,930.00 to a total contract of $495,190.00.

CITY COUNCIL PREVIOUS ACTIONS

On May 17, 2022 the City Council authorize the Mayor to sign a Professional Service Agreement with Gray and Osborne, Inc. for On-Call Engineering Services for Water Projects in the amount $303,200.00.

On October 18, 2022 the City Council authorize the Mayor to sign a Professional Service Amendment No. 1 with Gray and Osborne, Inc. for On-Call Engineering Services for Water Projects increasing the contract amount by $29,060.00 to $333,260.00 for design of an installation of a storm pipe on West Whidbey Avenue.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: $161,930.00

Appropriation Source: 2023/2024 Water Fund (Approved 2023-2024 Capital Budget)

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. Attachment A - Professional Service Amendment No. 2 with Gray and Osborne, Inc.
2. Attachment B - Professional Service Amendment No. 1 with Gray and Osborne, Inc.
3. Attachment C - Professional Service Agreement with Gray and Osborne, Inc.
4. Presentation - Amendment No. 2 with Gray and Osborne

Consultant Agreement Amendment No. 2	Organization and Address City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277 Phone: 360-279-4500	
Original Agreement Title: Professional Services Contract with Gray and Osborne for On-Call Water Services.		
Project Numbers: 21-03	Original Execution Date June 1, 2022	Completion Date December 31, 2024
Project Title City of Oak Harbor On-Call Water Services	New Maximum Amount Payable **$495,190.00 (previous maximum $333,260.00)**	
Description of Work Provide On-Call professional engineering services for the City of Oak Harbor water and utility projects.		

The City of Oak Harbor desires to supplement the agreement entered into with Gray and Osborne, Inc. and executed on June 1, 2022 and identified as Professional Services Agreement with between the city of Oak Harbor, Washington and Gray and Osborne, Inc for Consultant services.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

Provide additional services for as described in Exhibit A-1, A-2, A-3 and A-4

PROJECT COMPLETION DATE AMENDED TO: No Change

PAYMENT shall be amended as follows:

The contract amount will be increased by $161,930. See Exhibit B-1, B-2, B-3 and B-4

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Gray and Osborne, Inc.

Consultant Signature

By: Robert Severns, Mayor

Approving Authority Signature

Date

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A-1

SCOPE OF WORK

CITY OF OAK HARBOR
AULT FIELD ELECTRICAL SYSTEM UPGRADE

BACKGROUND

The City of Oak Harbor owns and operates a booster station on the Navy's Ault Field site. The booster station is fed by the transmission lines that convey City of Anacortes wholesale water to the City and the Navy. The booster station pumps the water up to the City's 328 Zone where it is distributed to the City's customers in various zones.

The Ault Field Booster Station was built in 1974 and consists of four pumps housed in a CMU building. Originally, the design was for two 100 horsepower pumps (Pumps 1 and 2) powered with variable frequency drives with two constant speed pumps (Pumps 3 and 4) that were added later. The two constant speed pumps were originally 75 horsepower pumps but a pump analysis led to their replacement with 20 horsepower pumps in 2012.

The original planset indicates that the service is an 800 amp 480/277 V service. The motor control center has the two variable speed drives (VFDs), a section with a three-phase breaker panel for auxiliary loads, a section with the 120/208 V loads, and an old chart recorder/instrumentation section. The two 20 HP pumps are controlled by starters in a separate wall-mounted panel with a disconnect switch. There is also a newer SCADA panel that is also wall mounted.

On the exterior of the building near the meter base, there is an automatic transfer switch (ATS). A backup generator is located on site to power the station in a service outage.

The City would like to upgrade the existing electrical system to replace outdated switch gear, motor controls, and other electrical gear since it is nearing the end of its useful life. The existing generator and ATS will be evaluated to determine if they are in sufficient condition and are of sufficient capacity to remain in use. The City has indicated that VFDs may not be required for the pumps but this will be determined prior to design.

The following scope assumes that there are no changes to existing SCADA systems nor changes in process control. Additional programming for new motor starters will be kept to a minimum. The scope also assumes process narratives and control hardware documentation is available from the City.

This scope assumes no changes to existing lighting, HVAC or security beyond reconnecting existing circuits.

The following scope of work is proposed to provide the City with this analysis.

SCOPE OF WORK

Task 1 – Project Management

A. Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- Procure sufficient staff resources to dedicate to the project;
- Manage and control project budget and schedule;
- Manage, control, and direct the project team and any subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Task 2 – Initial Site Visit

A. Gray & Osborne will perform an initial site visit to verify electrical equipment and capacity.

Deliverables

- N/A

Task 3 – Prepare Predesign Memorandum

A. Prepare predesign memorandum outlining the proposed electrical upgrades.

B. The predesign memorandum will contain a proposed one-line diagram.

C. The predesign memorandum with provide an outline for construction sequencing.

D. A draft predesign memorandum will be provided to the City for their review. Upon receiving City comments, Gray & Osborne will prepare a final predesign memorandum.

Deliverables

- Draft predesign memorandum.
- Final predesign memorandum.

Task 4 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates for the electrical upgrade representing a 60 percent design effort for City review and comment. Specifications will be prepared in CSI format. Services to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, one-line diagram, building plan, conduit and conductor schedule, details, etc.

B. Specifications (Draft)

Prepare draft project specifications in CSI. Specifications for this submittal include technical specifications.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet City staff as may be required to review project status and solicit concerns/comments.

Deliverables

- 60 percent design package including plans, specifications, and cost estimate.

Task 5 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the water main and road restoration representing a 90 percent design effort for City review and comment. Services to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, one-line diagram, building plan, conduit and conductor schedule, details, etc.

B. Specifications (Draft)

Prepare draft project specifications in CSI. Specifications to include City-approved proposal, contract, and bonding documents.

A. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

B. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

<u>Deliverables</u>

- 90 percent design package including plans, specifications, and cost estimate.

Task 6 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction. Services to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in CSI format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Deliverables

- Final package including plans, specifications, and cost estimate.

Task 7 – Quality Assurance/Quality Control

A. Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff and select design team members.

Deliverables

- N/A

Assumptions

1. QA/QC meetings will take place prior to submitting the draft predesign technical memoranda and prior to the 60 and 90 percent design submittal.

ASSUMPTIONS IN THE SCOPE OF WORK

1. The City will provide at least 1 year's worth of electrical utility bills showing power usage for the facility.

EXHIBIT B-1

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF OAK HARBOR - AULT FIELD ELECTRICAL UPGRADE

Tasks	Project Manager Hours	Project Engineer Hours	Electrical Engineer	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	12			
2 Initial Site Visit	8	8	8	
3 Prepare Predesign Memorandum	2	8	24	
4 60 Percent Design	2	8	60	24
5 90 Percent Design	2	8	60	24
6 Final Design	2	8	40	12
7 Quality Assurance/Quality Control	12	8	16	
Hour Estimate:	40	48	208	60
Estimated Fully Burdened Billing Rate:*	$220	$180	$215	$165
Fully Burdened Labor Cost:	$8,800	$8,640	$44,720	$9,900

Total Fully Burdened Labor Cost:	$	72,060
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	390
TOTAL ESTIMATED COST:	**$**	**72,450**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT A-2

SCOPE OF WORK

CITY OF OAK HARBOR
SCADA SYSTEM IMPLENTATION ASSISTANCE

BACKGROUND

The City of Oak Harbor is planning to upgrade its supervisory control and data acquisition (SCADA) system. City staff are in the process of soliciting proposals from SCADA integrators in the Puget Sound region as part of their selection process.

The City would like Gray & Osborne to support City staff in implementing the SCADA system during the selection process and after they have selected the SCADA integrator.

The following scope of work is proposed to provide the City with the implementation of an upgraded SCADA system for their water utility. The complete nature of the possible tasks is not known so the following scope is provided as possible tasks but the actual tasks will be determined by City staff as issues arise during the implementation process.

SCOPE OF WORK

Task 1 – Project Management

A. Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- Procure sufficient staff resources to dedicate to the project;
- Manage and control project budget and schedule;
- Manage, control, and direct the project team and any subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

<u>Deliverables</u>

- Monthly progress reports and invoices.

Task 2 – Support Tasks (As Necessary)

Gray & Osborne will provide the City with support tasks, as requested by City staff. The nature and amount of these tasks are not known but could include the following items.

A. Review SCADA integrator proposals including review of block diagrams, equipment selection, and other SCADA design items to assist City staff in selecting a SCADA integrator.

B. Assist City staff with assessing the required inputs/outputs (I/O) at each facility including potential modifications to ensure the I/O is adequate to support the City's operational scheme.

C. Site visits to verify existing instrumentation and controls.

D. Review system operation to verify that the SCADA system is operating correctly.

<u>Deliverables</u>

- N/A

ASSUMPTIONS IN THE SCOPE OF WORK

1. This scope of work assumes that City staff will request assistance during the SCADA process on an as-needed basis depending upon what questions and issues arise during the SCADA selection and implementation process.

2. Gray & Osborne personnel will not design SCADA elements or provide PLC programming or setup, but will provide oversight as the City's SCADA integrator provides these services.

3. Additional hours will be provided, if necessary and requested by the City, as an additional cost.

EXHIBIT B-2

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF OAK HARBOR - SCADA SYSTEM IMPLEMENTATION ASSISTANCE

Tasks	Project Manager Hours	Project Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Provide Project Management	4			
2 Support Tasks	4	64	64	16
Hour Estimate:	8	64	64	16
Estimated Fully Burdened Billing Rate:*	$220	$180	$215	$165
Fully Burdened Labor Cost:	$1,760	$11,520	$13,760	$2,640

Total Fully Burdened Labor Cost:	$	29,680
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	320
TOTAL ESTIMATED COST:	**$**	**30,000**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT A-3

SCOPE OF WORK

CITY OF OAK HARBOR
HYDRAULIC MODEL UPDATE

BACKGROUND

The City of Oak Harbor has also asked for assistance running their hydraulic model. The City currently has a hydraulic model that was last used in the development of the 2014 Water System Plan (Plan). The model is in the H_2ONet modeling program. H_2ONet is a program that is no longer supported and has been superseded by InfoWater. The calibration for the modeling in the 2014 Plan was done in 2009.

The City has indicated an interest in updating the model to aid in the planning process that the City is currently undergoing, especially in areas where new development may require higher fire flows. In addition, an updated hydraulic model will be required when the City undertakes preparing its next Water System Plan, a process that will likely take place in 2024.

The following scope of work provides for assisting the City with strategic planning as needed/requested, and also assisting the City in updating the existing hydraulic model to bring it to the current system configuration, calibrate the model, and perform modeling analysis to provide the City with the updated hydraulic model information that it needs during planning the preparation of the City's comprehensive planning document.

In addition, the scope of work includes an analysis of the City's 10-inch transmission main. The City would like to analyze the capacities of both the 10- and 24-inch transmission mains to see if the 10-inch transmission main is necessary. The main may be near the end of its design life and the analysis would provide insight into the necessity of keeping, repairing, or replacing the main for future operations.

The following scope of work is proposed to provide the City with this analysis.

SCOPE OF WORK

Task 1 – Project Management

A. Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- Procure sufficient staff resources to dedicate to the project;

- Manage and control project budget and schedule;
- Manage, control, and direct the project team and any subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Task 2 – Update Hydraulic Model

Gray & Osborne will update the hydraulic model with the following items.

A. Convert H_2ONet into InfoWater.

B. Any piping projects, distribution system changes, and developments to the model that have been installed since the model was prepared will be added to the model.

C. New demands will be distributed throughout the model based upon the 2022 Water System Plan Extension water use data and projections.

D. New reservoir control information, as well as pump and PRV settings, will be included in the model based upon City information

Deliverables

- N/A

Task 3 – Model Calibration

Gray & Osborne will work with City personnel to perform flow testing to calibrate the updated model.

A. Coordinate with City personnel to identify six to eight potential flow testing sites based upon hydraulic modeling considerations and suitability for flow testing and water disposal.

B. Provide two Gray & Osborne staff for one day to work with City staff to perform flow testing at the selected locations.

C. Use the flow test data to calibrate the hydraulic model and adjust the model parameters accordingly.

Deliverables

- None.

Task 4 – Updated Model Documentation

Prepare updated model documentation. Services to include:

A. Provide updated maps showing model pressures and fire flows using the updated model. The maps will be color coded by node and will identify general available fire flow.

B. Provide a memorandum documenting the existing fire flow capability of the existing system. The memorandum will also contain potential capital projects to improve fire flow to the business area bounded by SR 20, SE Midway Boulevard, and the waterfront.

Deliverables

- Water system maps showing pressures and fire flows.

Task 5 –10-Inch Transmission Main Assessment

A. Analyze the hydraulic capacity of the 10- and 24-inch transmission mains to provide the flows required for City and Navy operations. Determine the contribution of the 10-inch line and ability of the 24-inch line to provide all of the required flows alone.

Deliverables

- Draft technical memorandum describing the analysis with a recommendation on future operational considerations for the 10-inch line.

- Final technical memorandum describing the analysis with a recommendation on future operational considerations for the 10-inch line.

Task 6 – Quality Assurance/Quality Control

A. Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff and select design team members.

Deliverables

- N/A

ASSUMPTIONS IN THE SCOPE OF WORK

1. The City will provide all record drawings, plat maps, and any other information for water lines than have been installed or upgraded since the last model was developed.

2. The City will provide updated control information including reservoir, pump, and PRV settings.

3. The City will provide personnel to assist Gray & Osborne staff in performing flow tests for model calibration.

4. The hydraulic analysis of the 10-inch transmission line will not include any physical condition assessment or cost estimates for repair and replacement.

EXHIBIT B-3

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF OAK HARBOR - HYDRAULIC MODEL UPDATE

Tasks	Project Manager Hours	Project Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	4			
2 Update Hydraulic Model	2	12	24	
3 Model Calibration	2	12	24	
4 Updated Model Documentation	2	8	32	16
5 10-Inch Transmission Main Assessment	2	8	20	
6 Quality Assurance/Quality Control	2	2	2	
Hour Estimate:	14	42	102	16
Estimated Fully Burdened Billing Rate:*	$220	$180	$155	$165
Fully Burdened Labor Cost:	$3,080	$7,560	$15,810	$2,640

Total Fully Burdened Labor Cost:	$	29,090
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	390
TOTAL ESTIMATED COST:	**$**	**29,480**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT A-4

SCOPE OF WORK

CITY OF OAK HARBOR
STRATEGIC PLANNING ASSISTANCE

BACKGROUND

The City of Oak Harbor has also asked Gray & Osborne for assistance with strategic planning of the City's water system. Services are to be provided on an as needed on-call bases.

The following scope of work is proposed to provide the City with this assistance.

SCOPE OF WORK

Task 1 – Project Management

A. Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- Procure sufficient staff resources to dedicate to the project;
- Manage and control project budget and schedule;
- Manage, control, and direct the project team and any subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

<u>Deliverables</u>

- Monthly progress reports and invoices.

Task 2 – Strategic Planning Assistance

Gray & Osborne will provide on-call assistance as needed for the following areas:

A. Capital Planning and programming.

B. Developing budgets for capital improvement projects.

C. Long range planning.

D. Financial evaluations.

E. Jurisdiction relations with the City of Anacortes and the Navy.

F. Operational and regulatory issues.

G. Water system operation assistance.

Deliverables

- As needed to address requested assistance.

Task 6 – Quality Assurance/Quality Control

A. Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office as needed during the course of the assignment. The meeting will include senior project staff and select design team members.

Deliverables

- N/A

ASSUMPTIONS IN THE SCOPE OF WORK

1. The City will provide all record drawings, plat maps, and any other information needed to provide strategic planning assistance.

EXHIBIT B-4

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF OAK HARBOR - STRATEGIC PLANNING ASSISTANCE

Tasks	Project Manager Hours	Project Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	12	4		
2 Strategic Planning Assistance	24	40	60	22
3 Quality Assurance/Quality Control	2	2	2	
Hour Estimate:	38	46	62	22
Estimated Fully Burdened Billing Rate:*	$220	$180	$155	$165
Fully Burdened Labor Cost:	$8,360	$8,280	$9,610	$3,630

Total Fully Burdened Labor Cost:	$	29,880
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	120
TOTAL ESTIMATED COST:	**$**	**30,000**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Consultant Agreement Amendment No. 1	Organization and Address City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277 Phone: 360-279-4500	
Original Agreement Title: Oak Harbor Marina-Professional Services Contract with Gray and Osborne for On-Call Water Services.		
Project Numbers: 21-03	Original Execution Date June 1, 2022	Completion Date December 31, 2024
Project Title City of Oak Harbor On-Call Water Services	New Maximum Amount Payable **$333,260**	
Description of Work Provide On-Call professional engineering services for the City of Oak Harbor water and utility projects.		

The City of Oak Harbor desires to supplement the Professional Services Agreement entered into with Gray and Osborne, Inc., executed on June 1, 2022 for Consultant services "Agreement."

All provisions in the Agreement remain in effect except as expressly modified by this Amendment which are described as follows:

SCOPE OF WORK is hereby amended to add the following:

Provide additional services for West Whidbey Ave. See Exhibit A

PROJECT COMPLETION DATE AMENDED TO: No Change

PAYMENT shall be amended as follows:

The Agreement amount will be increased by $29,060. See Exhibit B.

By: Gray and Osborne, Inc.

Consultant Signature

By: Robert Severns, Mayor

Approving Authority Signature

10/18/2022

Date

Attest:

Julie Nester

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

SCOPE OF WORK

CITY OF OAK HARBOR
2022 WATER MAIN REPLACEMENT PROJECTS

AMENDMENT 1
WEST WHIDBEY AVENUE STORM MAIN REPLACEMENT

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to add the design of approximately 2,000 feet of storm main to the 2022 Water Main Replacement Projects. The additional design work will provide for the replacement of approximately 2,000 feet of 15-inch and 18-inch CMP with 18-inch and 24-inch PVC pipe respectfully. This scope assumes this additional work can be incorporated into the 2022 Water Main Replacement Projects plans and specifications.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services, to include:

A. Procure sufficient staff resources to dedicate to the project.

B. Manage and control project budget and schedule.

C. Manage and provide monthly progress reports and invoices.

Task 2 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the storm main improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Services, to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 3 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the storm main improvements representing a 90 percent design effort for City review and comment. Services, to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 4 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Services, to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Task 5 – Quality Assurance/Quality Control

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include design team members, and selected senior project staff. Meetings are to take place at the following levels:

A. 60 Percent Design (defined more fully in Task 6).

B. 90 Percent Design (defined more fully in Task 7).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. An electronic copy of the drawings at the 60 percent, and 90 percent design effort levels (PDF).

2. An electronic copy of the project specifications and cost estimate at 60 percent and 90 percent design effort levels (PDF).

3. An electronic set of final construction drawings, specification, and cost estimate (PDF).

4. Three half-scale 11" x 17" original and one full-scale paper copy sets of final construction drawings.

5. An original paper copy of final project specifications.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.

2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing utility infrastructure along the project alignment, as may be available and/or pertinent to the project.

3. This scope of work does not include any services for cultural resources or archaeological assessment.

4. This scope of work does not include any services for obtaining any permits for the project.

5. This scope of work assumes that a SEPA if not required for the project.

6. This scope of work assumes that the storm design can be incorporated into the 2022 Water Main Replacement Projects plans and specifications.

7. This scope of work assumes that the survey effort for 2022 Water Main Replacement Projects will support the design effort for the proposed storm main and no additional survey is required.

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Oak Harbor - West Whidbey Avenue Storm Main Replacement - Amendment 1

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management and Oversight	8	4		
2 60 Percent Design	2	8	24	16
3 90 Percent Design	2	8	24	16
4 Final Design	2	8	24	16
5 Quality Assurance/Quality Control	4	2	2	
Hour Estimate:	18	30	74	48
Estimated Fully Burdened Billing Rate:*	$215	$205	$160	$150
Fully Burdened Labor Cost:	$3,870	$6,150	$11,840	$7,200

Total Fully Burdened Labor Cost:	$	29,060
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	-
TOTAL ESTIMATED COST:	**$**	**29,060**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF OAK HARBOR, WASHINGTON AND GRAY AND OSBORNE, INC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Oak Harbor, Washington, a Washington State municipal corporation ("City"), and Gray and Osborne, Inc. , a Washington Corporation ("Consultant)

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding On Call Engineering Services for Water Project as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 **MINOR CHANGES IN SCOPE**. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

> **Extra Work**. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the

Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 **WORK PRODUCT AND DOCUMENTS**. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 **TERM.** The term of this Agreement shall commence on June 1, 2022 and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT**.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employees of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

__X__ No employees supplying work have ever been retired from a Washington State retirement system.

_____ Yes employees supplying work have been retired from a Washington State retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests**. In addition to Paragraph IV.3b., when the City provides the Consultant with notice of a public records request per Paragraph IV.3b., Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this Agreement.

III.7 **INSURANCE**.

a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Consultant's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

(2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured Agreement. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be

named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Consultant shall maintain the following minimum insurance limits:**

(1) Comprehensive General Liability. Insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. **Verification of Coverage**. In signing this Agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision**. The Consultant's insurance coverage shall be primary insurance with respect to the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

k. **Subconsultant's Insurance.** The Consultant shall cause each and every Subconsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subconsultants. The Consultant shall ensure that the City is an additional insured on each and every Subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION**. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous

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

III.9 **UNFAIR EMPLOYMENT PRACTICES**. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subconsultant has proper license and bonding, if required by statute, must be included in the verification process.

c. The Consultant may not substitute or add subconsultants without the written approval of the City.

d. All subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Three Hundred Three Thousand and Two Hundred Dollars ($303,200) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In

the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

IV.2 **CITY APPROVAL**. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES**. Notices to the City shall be sent to the following address:

Brett Arvidson, PE
Project Manager
865 SE Barrington Dr.
Oak Harbor, WA 98277
360-279-4521

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

Steve Clark PE
1130 Rainer Ave S
Suite 300
Seattle, WA 98144
206-284-0860

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

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

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

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 17th day of May, 2022.

CITY OF OAK HARBOR

By _____
Robert Severns, Mayor

Approved as to form:

_____
Hillary Evans, City Attorney

GRAY & OSBORNE, INC.

By _____
Michael B. Johnson, P.E., President

L:\LGLA\FORMS\CONTRACTS\PSA for Consultant Services (4-12-21 template).docx

Exhibit A
Scope of Services

EXHIBIT A

SCOPE OF WORK

CITY OF OAK HARBOR
2022 WATER MAIN REPLACEMENT PROJECTS

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne to provide engineering design service to develop contract documents to facilitate the replacement of existing water mains at several locations. The work is to be divided into the follow three Tasks:

Task 1: Campbell Lake Road Water Main Replacement

Washington State Department of Transportation (WSDOT) is in the process of designing a roundabout at the intersection of State Route 20 (SR 20) and Campbell Lake Road. As a component of the project, they are installing a new fish culvert across SR 20. To facilitate the installation of the culvert, WSDOT is requiring the City of Oak Harbor to relocate their 24-inch water main at this location. The contract documents are to be submitted to WSDOT to be incorporated into their project plan set.

Task 2: West Whidbey Avenue Water Main Replacement

The City wishes to replace approximately 950 linear feet of 8-inch and 975 linear feet of 6-inch AC water main, and approximately 460 linear feet of 6-inch Steel water main, located on West Whidbey Avenue from NW Jib Street to North Oak Harbor Street, with 8-inch ductile iron pipe.

Task 3: Regatta Drive, SE 4th Avenue, Glencoe Street, SE 3rd Avenue, and SW 4th Avenue Water Main Replacement

The City wishes to replace the existing water mains with 8-inch DI water main at the following locations.

- Approximately 1,265 linear feet of 8-inch and 365 linear feet of 6-inch steel water main located on NE Regatta Drive from East Whidbey to NE 5th Avenue.

- Approximately 2,400 linear feet of 4-inch steel water main located on SE 4th Avenue from Midway Boulevard to SE Glencoe Street and then up SE Glencoe Street to 40th NW Street.

- Approximately 800 linear feet of 6-inch AC water main located on SW 4th Avenue from SW Fairhaven Drive to SW Dyer Street.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services, to include:

A. Procure sufficient staff resources to dedicate to the project.

B. Manage and control project budget and schedule.

C. Manage and provide monthly progress reports and invoices.

D. Manage and coordinate work with WSDOT.

Task 2 – Kickoff Meeting

Conduct a kickoff meeting with City staff to confirm scope, identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements. The discussion will include, but not be limited to, the following topics:

A. Review City-provided record drawings of existing system.

B. Review and confirm project understanding and design criteria to be employed.

C. Review and confirm task assignments and budget hours for assigned tasks.

D. Review and confirm project schedule and milestones/deliverables.

E. Identify regulatory and/or funding agency requirements.

F. Identify utility purveyors and concerns.

G. Identify project stakeholders and discuss their needs and impacts on the project.

H. Environmental requirements.

I. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Survey

Define the limits of the existing rights-of-way, and property line, in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services, to include:

A. Right-of-Way and Easement Research

Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:

1. Identify current rights-of-way along the proposed alignment.

2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

B. Topographic Survey

1. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.

2. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Task 4 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor. Services, to include:

A. Provide written requests for all utility purveyors known to provide utility service in the project area.

B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

Task 5 – Thirty Percent Design

Prepare 30 percent design effort drawings for City review. Services, to include:

A. Base Map

Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

B. Water Main Alignment

Prepare layouts and full-size drawings of water main design representing a 30 percent design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare preliminary-level construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 6 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the water main improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort. Services, to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 7 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the water main improvements representing a 90 percent design effort for City review and comment. Services, to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the 2022 *Standard Specifications for Road, Bridges and Municipal*

Construction. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Services, to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Task 9 – Quality Assurance/Quality Control

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include design team members, and selected senior project staff. Meetings are to take place at the following levels:

A. 30 Percent Design (defined more fully in Task 5).

B. 60 Percent Design (defined more fully in Task 6).

C. 90 Percent Design (defined more fully in Task 7).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 10 – Bid Support

Assist the City during the bid phase. Services, to include:

A. Support City staff to answer bid inquiries during bid phase.

B. Support City staff to prepare any Bid Addenda as may be required.

SCHEDULE

We anticipate the following schedules:

Task 1: Campbell Lake Road Water Main Replacement

30 Percent Design Effort ..... May 20, 2022
60 Percent Design Effort ..... June 17, 2022
90 Percent Design Effort ..... July 15, 2022
Final Design Effort ..... July 29, 2022

Task 2: West Whidbey Avenue Water Main Replacement

30 Percent Design Effort ..... June 2022
60 Percent Design Effort ..... July 2022
90 Percent Design Effort ..... August 2022
Final Design Effort ..... September 2022

Task 3: Regatta Drive, SE 4th Avenue, Glencoe Street, SE 3rd Avenue, and SW 4th Avenue Water Main Replacement

30 Percent Design Effort ..... July 2022
60 Percent Design Effort ..... September 2022
90 Percent Design Effort ..... November 2022
Final Design Effort ..... December 2022

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibits B-1, B-2, and B-3. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. An electronic copy of the drawings at the 30 percent, 60 percent, and 90 percent design effort levels (PDF).

2. An electronic copy of the project specifications and cost estimate at 60 percent and 90 percent design effort levels (PDF).

3. An electronic set of final construction drawings, specification, and cost estimate (PDF).

4. Three half-scale 11" x 17" original and one full-scale paper copy sets of final construction drawings.

5. An original paper copy of final project specifications.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.

2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing utility infrastructure along the project alignment, as may be available and/or pertinent to the project.

3. This scope of work does not include any services for cultural resources or archaeological assessment.

4. This scope of work does not include any services for obtaining any permits for the project.

5. This cope of work assumes that a SEPA if not required for the project.

6. This scope of work assumes that G&O will be able to rely on WSDOT provided survey and project drawings to develop the contract documents for the Campbell Lake Road Water Main Replacement project.

EXHIBIT B-1

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

2022 Water Main Replacement Projects
Task 1: Campbell Lake Road Water Main Replacement

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Survey Crew Hours
1 Project Management and Oversight	16	24				
2 Kickoff Meeting		4	4			
3 Survey					4	8
4 Utility Data Acquisition		2	4			
5 30 Percent Design	2	16	30	16		
6 60 Percent Design	2	16	30	16		
7 90 Percent Design	2	16	30	16		
8 Final Design	2	4	24	8		
9 Quality Assurance/Quality Control	8	4	4			
10 Bid Support		2	4			
Hour Estimate:	32	88	130	56	4	8
Estimated Fully Burdened Billing Rate:*	$215	$205	$160	$150	175	$320
Fully Burdened Labor Cost:	$6,880	$18,040	$20,800	$8,400	$700	$2,560

Total Fully Burdened Labor Cost:	$	57,380
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	220
Printing	$	100
TOTAL ESTIMATED COST:	**$**	**57,700**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

2022 Water Main Replacement Projects
Task 2: West Whidbey Avenue Water Main Replacement

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Survey Crew Hours
1 Project Management and Oversight	16	24				
2 Kickoff Meeting		2	2			
3 Survey					4	16
4 Utility Data Acquisition		2	8			
5 Thirty Percent Design	2	16	50	40		
6 Sixty Percent Design	2	16	50	40		
7 Ninety Percent Design	2	16	50	40		
8 Final Design	2	12	24	24		
9 Quality Assurance/Quality Control	8	4	4			
10 Bid Support		4	4			
Hour Estimate:	32	96	192	144	4	16
Estimated Fully Burdened Billing Rate:*	$215	$205	$160	$150	175	$320
Fully Burdened Labor Cost:	$6,880	$19,680	$30,720	$21,600	$700	$5,120

Total Fully Burdened Labor Cost:	$	84,700
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	250
Printing	$	50
TOTAL ESTIMATED COST:	**$**	**85,000**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-3

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

2022 Water Main Replacement Projects
Task 3: Regatta Drive, SE 4th Avenue, Glencoe Street, SE 3rd Avenue, and SW 4th Avenue Water Mains

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Survey Crew Hours
1 Project Management and Oversight	24	40				
2 Kickoff Meeting		2	2			
3 Survey					8	40
4 Utility Data Acquisition		4	12			
5 Thirty Percent Design	8	24	100	80		
6 Sixty Percent Design	8	24	100	80		
7 Ninety Percent Design	8	24	100	80		
8 Final Design	8	12	40	40		
9 Quality Assurance/Quality Control	24	8	8			
10 Bid Support		4	4			
Hour Estimate:	80	142	366	280	8	40
Estimated Fully Burdened Billing Rate:*	$215	$205	$160	$150	175	$320
Fully Burdened Labor Cost:	$17,200	$29,110	$58,560	$42,000	$1,400	$12,800

Total Fully Burdened Labor Cost:	$	161,070
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	370
Printing	$	60
TOTAL ESTIMATED COST:	**$**	**161,500**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

CONTRACT AMENDMENT NO. 2 WITH GRAY & OSBORNE ON-CALL WATER SERVICES

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council Meeting

8/15/2023

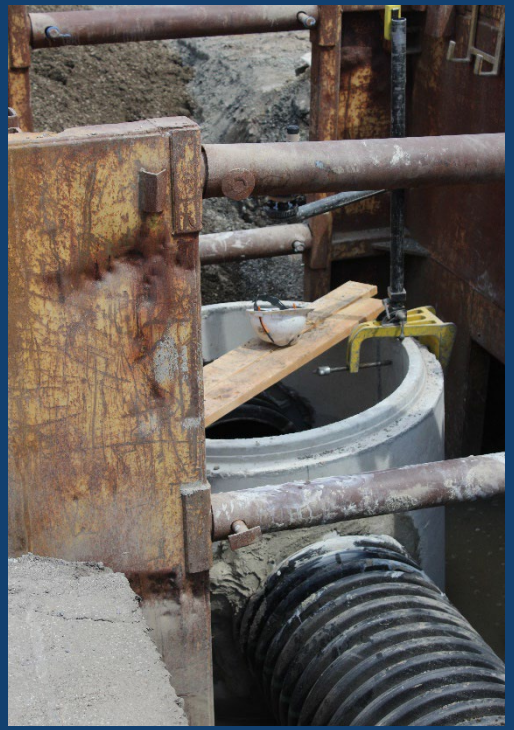
BACKGROUND

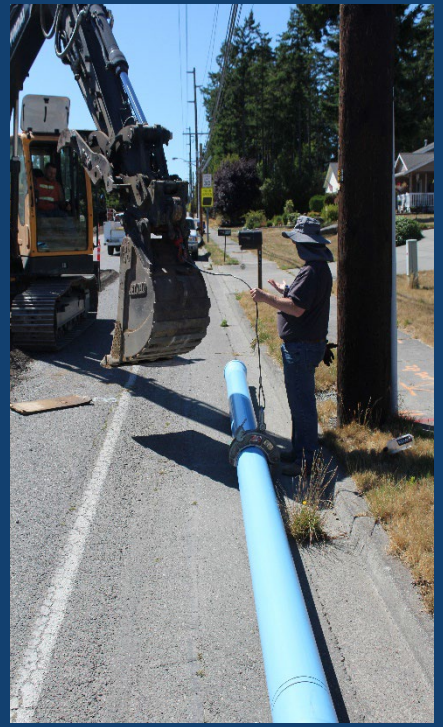
- The City of Oak Harbor has water system capital projects scheduled for the next 5 years
- The capital plan contains a wide variety of projects but the immediate priorities involved pipeline replacements
- 5 projects are either under construction or ready to bid for the 2024 construction season

BACKGROUND

- Gray and Osborne was contracted to provide On-Call consulting services for water capital projects.
- With completion of the first round of projects, staff want to begin design on 2024/2025 projects.
- The new projects involve more diverse capital needs.

WEST WHIDBEY PROJECT





AMENDMENT NO. 2 (AULT FIELD PUMP STATION)

- The Ault Field Pump station was constructed in the 1970's and the electrical system is ancient and replacement parts are not available. This pump station is the critical main supply for the city.
- Gray and Osborne will provide plans and specifications to upgrade the pump station electrical system
- The cost of this task is $72,450.

AULT FIELD PUMP STATION ELECTRICAL SYSTEM

AMENDMENT NO. 2 (SCADA SYSTEM)

- The Water SCADA system controls operation of the tanks, valves and pump stations through out the city. The existing control system was implemented around 1995 and both the hardware and software is no longer supported.
- Gray and Osborne will provide assistance in evaluating and procuring a new SCADA system.
- The cost of this task is $30,000.

City of Oak Harbor

Water Public Works Control Panel Condition Assessment Form

Facility: NORTHSIDE RESERVOIR NO. 1

Client: CITY OF OAK HARBOR

Project Number:

Photo 1

Photo 2

Photo 3

Photo 4

Photo 5

Photo 6

Photo 7

Photo 8

Photo 9

AMENDMENT NO. 2 (HYDRAULIC ANALYSIS)

- The main water supply for the city is the 24-inch pipe from Anacortes.
- This pipe is paralleled by segments of 10-inch pipe constructed in the 1940's.
- Sections of this main are corroded, leak, and no longer in service.
- Gray and Osborne will provide a hydraulic analysis to determine the value of replacing these pipes.
- The cost of this task is $29,480.

AMENDMENT NO. 2 (STRATEGIC PLANNING)

- The City is facing major revisions to both the Land Use and Water Comprehensive Plans in the future. These long-term plans could impact both capital and operational needs.
- Gray and Osborne will provide professional assistance in evaluating, scheduling, budgeting and implementing water related capital plans.
- The cost of this task is $30,000.

TOTAL COST AND SCHEDULE

- The total cost of these 4 work tasks are $161,930.
- Staff intend to put the Ault Field Pump Station and the SCADA system out for bid in 2024.
- The hydraulic system analysis will take 4-6 months to finish.
- The Strategic Planning services will be on-going.

RECOMMENDED ACTION

I move to authorize the Mayor to sign Professional Service Amendment No. 2 with Gray and Osborne, Inc. in the amount of $161,930.00, increasing the total contract amount from $333,260.00 to $495,190.00.

On-Call Professional Services for Water Projects

Questions?

City Council Meeting

8/15/2023

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.a.
Date: August 15, 2023
Subject: 2024 LTAC Grant Referral to Council

FROM: **David Goldman, Finance Director; Presenter: Chas Webster, Finance & Performance Analyst**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Motion to refer use of Civic Improvement (Lodging Tax) Funds of $350,000 in 2024 to the Lodging Tax Advisory Committee for review of applications for those funds and their recommendation to City Council.

If increasing the annual Island County Joint Tourism contribution:

Motion to amend the Island County Joint Tourism Agreement to increase the annual contribution to $_____ and authorize the Mayor to execute the amendment to the joint agreement.

BACKGROUND / SUMMARY INFORMATION

In 2022 for grant year 2023, the City Council set aside a total of $480,000 for the 2023 Lodging Tax Funds broken down as follows:

Prior Committed Expenditures for Multi-Year Contracts	$0.00
Agreement with Island County Joint Tourism	$20,000
New Applicants	$460,000
Total	**$480,000**

As anticipated, 2022 revenues continued to recover post pandemic and exceeded budget by $74,000. For 2023, we anticipate revenues continue to come in at the same levels. For the remainder of the year, we are estimating an additional $179,336.48 to be received. Assuming that the amount of unspent grant awards of $289,386.75 (as of 8/1/2023) are spent by the end of the year, we estimate that the ending fund balance for the Civic Improvement (Lodging Tax) fund to be about $685,612.50.

Estimated Ending 2023 Civic Improvement (Lodging Tax) unencumbered fund balance:

2023 Period 7 Unencumbered Fund Balance	$	795,662.77
2023 Anticipated Revenue remainder of year	$	179,336.48
2023 Unspent Grant Awards (as of 8/1/2023)	$	289,386.75
2023 Ending Estimated Unencumbered Fund Balance	**$**	**685,612.50**

For 2024, considering projected revenues of $348,531.02 and known committed items of $161,160 for committed multi-year grants and the agreement with Island County Joint Tourism for $20,000, we estimate that the ending 2024 fund balance for the Civic Improvement (Lodging Tax) fund to be $852,983.52 without additional grants.

Estimated Ending 2024 Civic Improvement (Lodging Tax) unencumbered fund balance

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	20,000.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**852,983.52**

In order to encourage tourism promotion and development, it is recommended that $350,000 be allocated for Civic Improvement (Lodging Tax) Funds for 2024 as follows:

Prior committed expenditures for Multi-year Grants	$	161,160.00
Agreement with Joint ICT	$	20,000.00
New 2024 Single Year Applications	$	168,840.00
Total Council Approved Expenditures	$	350,000.00

As discussed at the 7/26/23 workshop, Island County Joint Tourism presented a request to reinstate the 1% contribution to the joint tourism fund. If City Council agrees to increase the Island County Joint Tourism contribution, the Lodging Tax Advisory Committee is required to review and comment before final action can be taken by City Council.

An amendment to the Joint Agreement will be required to formalize any changes to the current $20,000 contribution.

City Council will be presented with three scenarios.

Scenario	Joint Tourism	Additional Grants	Total Expenditures	Ending Fund Balance

1	$20,000	$168,840	$350,000	$684,143
2	$87,166	$101,674	$350,000	$684,143
3	$87,166	$166,674	$415,000	$619,143

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. LTAC 2024 Presentation
2. Joint Advisory Board Whidbey and Camano Islands Tourism 7.26.23 Presentation
3. Estimated Unencumbered Fund Balance for 2024 Grant Offering
4. LTAC Expenditure History Report

LODGING TAX ADVISORY COMMITTEE (LTAC) 2024 FUNDING

City Council Meeting
Presented by: Chas Webster, Finance and Performance Analyst
8/15/2023

HISTORY

- Per RCW 67.28.1817, a city or county with a population of 5,000 or more that collects lodging tax must also establish a lodging tax advisory committee (LTAC) to review applications and make funding recommendations.
- Per OHMC 2.66, any proposal to assign lodging tax funding must be submitted to the lodging tax advisory committee for review and comment at least 45 days before final action can be taken on the proposal by the legislative body.

TENTATIVE LTAC TIMELINES

City Council Agenda Bill to discuss funding level (starts 45-day clock)	8/15/23
LTAC meeting to discuss grading criteria and application process	8/22/23
LTAC grant application window	8/28/23 – 9/13/23
LTAC meeting to evaluate grant applications	9/19/23
LTAC meeting to determine grant award recommendations	9/26/23
City Council Resolution approving LTAC Grant awards	10/17/23 (first regularly scheduled City Council meeting after 45 days)

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

Twelve Year History.

Projected 2024 Grant Outlay is the total of multi-year contracts and ICJT contribution.

Fiscal Years	Total Revenue	Total Grant Outlays
2013	200,193.79	107,526.70
2014	339,544.33	124,384.82
2015	256,159.81	287,006.12
2016	267,576.91	286,214.24
2017	329,251.09	268,660.08
2018	292,649.25	249,550.00
2019	283,099.85	292,513.12
2020	218,698.46	228,054.85
2021	316,639.81	300,066.03
2022	338,741.51	289,878.70
PROJECTED 2023	340,030.27	456,689.42
PROJECTED 2024	348,531.02	181,160.00

2023 and 2024 Projected using 2.50% increase

Projected 2024 "Total Grant Outlays" based on committed multi-year and ICJT contract

FUND BALANCE STATUS QUO

2023 Period 7 Unencumbered Fund Balance	$	795,662.77
2023 Anticipated Revenue remainder of year	$	179,336.48
2023 Unspent Grant Awards (as of 8/1/2023)	$	289,386.75
2023 Ending Estimated Unencumbered Fund Balance	**$**	**685,612.50**

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	20,000.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**852,983.52**

SCENARIO 1

Joint Tourism: $20,000
Additional 2024 Grants: $168,840
Total Expenditures: $350,000
Ending Fund Balance: $684,143

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	20,000.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**852,983.52**

Additional 2024 Grants	$	168,840.00
Updated 2024 Ending Fund Balance	$	684,143.52

Prior committed expenditures for Multi-year Grants	$	161,160.00
Agreement with Joint ICT	$	20,000.00
New 2024 Single Year Applications	$	168,840.00
Total Council Approved Expenditures	$	350,000.00

2024 Ending Estimated Unencumbered Fund Balance	$	852,983.52
2024 Additional Grants	$	168,840.00
Updated 2024 Ending Est. Unencumbered Fund Balance	$	684,143.52

SCENARIO 2

Joint Tourism: $87,166, estimated 1% contribution
Additional 2024 Grants: $101,674
Total Expenditures: $350,000
Ending Fund Balance: $684,143

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	87,166.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**785,817.52**

Additional 2024 Grants	$	101,674.00
Updated 2024 Ending Fund Balance	$	684,143.52

Prior committed expenditures for Multi-year Grants	$	161,160.00
Agreement with Joint ICT	$	87,166.00
New 2024 Single Year Applications	$	101,674.00
Total Council Approved Expenditures	$	350,000.00

2024 Ending Estimated Unencumbered Fund Balance	$	785,817.52
2024 Additional Grants	$	101,674.00
Updated 2024 Ending Est. Unencumbered Fund Balance	$	684,143.52

SCENARIO 3

Joint Tourism: $87,166, estimated 1% contribution
Additional 2024 Grants: $166,674
Total Expenditures: $415,000
Ending Fund Balance: $619,143

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	87,166.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**785,817.52**

Additional 2024 Grants	$	166,674.00
Updated 2024 Ending Fund Balance	$	619,143.52

Prior committed expenditures for Multi-year Grants	$	161,160.00
Agreement with Joint ICT	$	87,166.00
New 2024 Single Year Applications	$	166,674.00
Total Council Approved Expenditures	$	415,000.00

2024 Ending Estimated Unencumbered Fund Balance	$	785,817.52
2024 Additional Grants	$	166,674.00
Updated 2024 Ending Est. Unencumbered Fund Balance	$	619,143.52

SUGGESTED MOTION

- Motion to refer use of Civic Improvement (Lodging Tax) Funds of $_____ in 2024 to the Lodging Tax Advisory Committee for review of applications for those funds and their recommendation to City Council.

- If increasing the annual Island County Joint Tourism contribution:

  Motion to amend the Island County Joint Tourism Agreement to increase the annual contribution to $_____ and authorize the Mayor to execute the amendment to the joint agreement.

JOINT ADVISORY BOARD –WHIDBEY AND CAMANO ISLANDS TOURISM

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council Workshop

7/26/23

REQUEST FOR CONSIDERATION

4/11/2023, Joint Advisory Board – Whidbey Camano Islands Tourism submitted a request to restore the 1% commitment which is half of the 2% additional lodging tax collected annually.

Currently, the City contributes $20,000 of the 2% additional tax paid on a quarterly basis each year.

LODGING TAX (HOTEL/MOTEL TAX)

Any city, town, or county has the authority to levy lodging taxes on all charges for furnishings of lodging at hotels, motels, and short-term rentals – including such activities as Airbnb, bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations for periods of time less than 30 days.

The tax is collected as a sales tax and paid by the customer at the time of the transaction, and the revenues must be used for eligible tourism promotion activities or tourism-related facilities.

TYPES OF LODGING TAX (HOTEL/MOTEL TAX)

A “basic” or “state-shared” lodging tax up to 2% is taken as a credit against the 6.5% state sales tax rate, so that the lodging patron does not see any tax increase, (RCW 67.28.180). The State’s portion of the sales tax rate on lodging effectively drops from 6.5% to 4.5%. (This tax is not subject to the joint agreement.)

An “additional” lodging tax up to 2% on top of the other state and local retail sales taxes, results in a higher tax bill for the patron, (RCW 67.28.181). (This tax is subject to the joint agreement.)

LODGING TAX FUNDS

Under OHMC 2.66.010, the Lodging Tax Advisory Committee serves functions prescribed in RCW 67.28.1817, one of which includes a change in the use of revenue received under this chapter. Each year, the Committee reviews applications and makes funding recommendations to City Council.

Any proposal to assign lodging tax funding must be submitted to the lodging tax advisory committee for review and comment at least 45 days before final action can be taken on the proposal by the legislative body.

JOINT AGREEMENT HISTORY

1999, City approved levying the additional 2% hotel/motel tax, aka lodging tax following Resolution 99-16.

2000, the joint agreement was executed between Island County, City of Oak Harbor, City of Langley, and Town of Coupeville, wherein the City of Oak Harbor agreed to remit the entire additional 2% lodging tax to the Island County Joint Tourism Fund.

2005, City of Oak Harbor reduced the contribution to 1% of the 2% additional lodging tax per Amendment #1 to the agreement.

2009, City of Oak Harbor reduced the contribution to $20,000 of the 2% additional tax per Amendment #2 to the agreement.

2011, Non-monetary revisions per Amendment #3 to the agreement.

2019, JAB had requested to restore the 1% contribution. The City declined, after LTAC recommendation, stating any additional funds, over the $20,000, would be applied for through the LTAC grant process.

2% JOINT ADVISORY BOARD

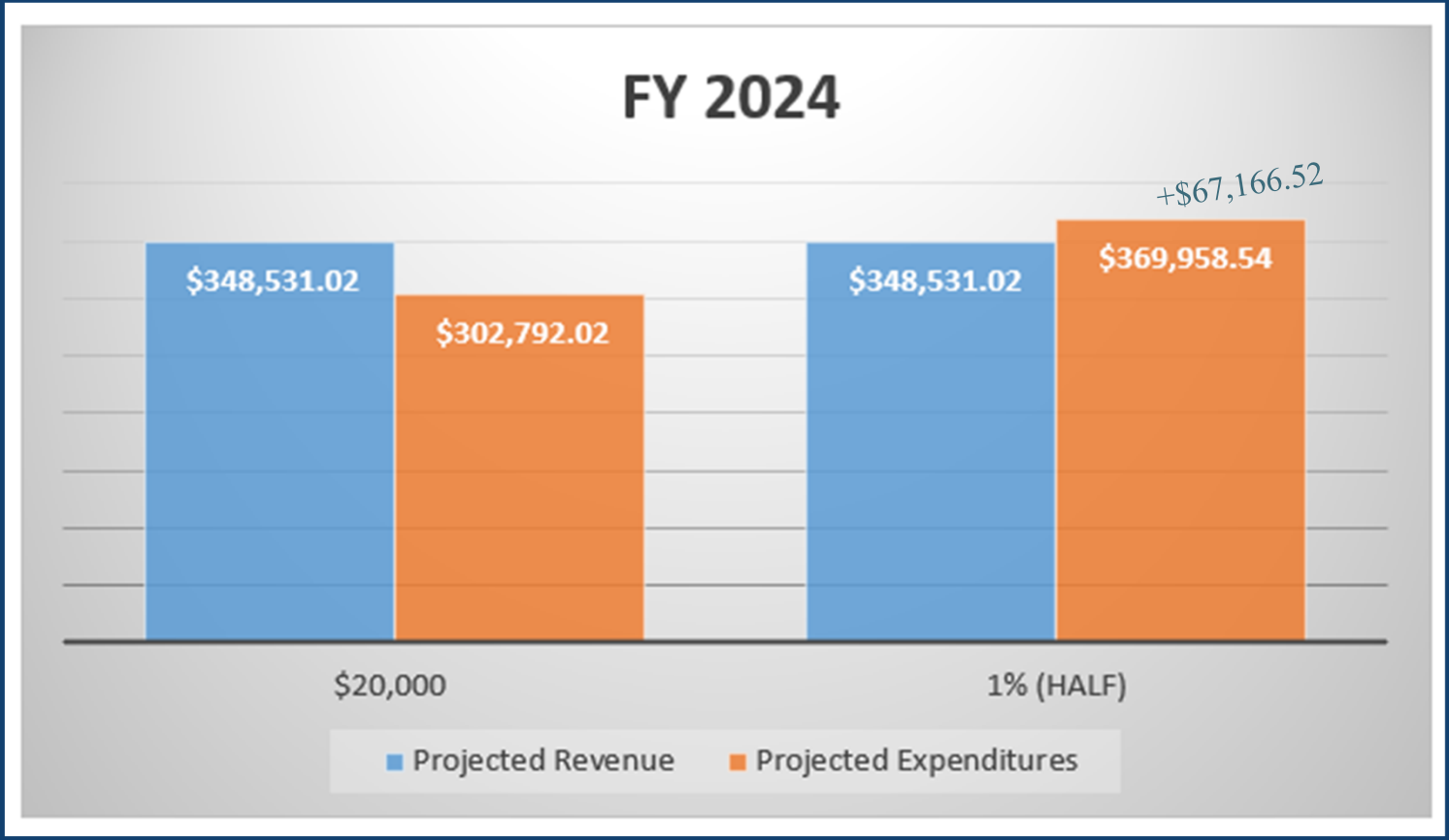
LTAC Grant History		
Grant Year	Requested	Reimbursed
2015	$ 50,000.00	$ 14,888.05
2016	$ 30,614.00	$ 23,924.45
2017	$ 19,850.00	$ 8,187.50
2018	$ 10,350.00	$ 5,000.00
2019	$ 0.00	$ 0.00
2020	$ 55,000.00	$ 0.00 *
2021	$ 0.00	$ 0.00
2022	$ 0.00	$ 0.00
2023	$ 0.00	$ 0.00

*For grant year 2020, the 2% Joint Advisory Board applied for a multi-year (3-year) LTAC grant in the amount of $55,000 annually for shoulder season marketing and was awarded $12,000 annually. Chet Ross, Vice Chairman of the 2% Joint Advisory Board, declined the multi-year contract for $12,000 for years 2020 through 2022 citing, "After thoroughly reviewing the contract terms, expectations, and the proposed amount of $12,000 per year, the officers and management committee determined that this contract is not a good fit. We are not moving forward."

RETURNING GRANT RECIPIENTS

Returning Grant Recipients	2018	2019	2020	2021	2022	2023P	Average
Chamber of Commerce Operating and Marketing	$ 179,000.00	$ 194,363.12	$ 162,009.97	$ 168,840.03	$ 167,500.00	$ 175,500.00	$ 174,535.52
Pacific Northwest Naval Air Museum Operating and Marketing	$ 2,500.00	$ 5,650.00	$ 27,000.00	$ 27,000.00	$ 27,000.00	$ 28,560.00	$ 19,618.33
Oak Harbor Music Festival	$ 29,000.00	$ 34,000.00	$ -	$ 42,000.00	$ 41,000.00	$ 48,000.00	$ 38,800.00
Joint Advisory Board - Whidbey Camano Islands Tourism	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
Whidbey Island Marathon	$ 7,500.00	$ 7,500.00	$ -	$ 12,000.00	$ 10,000.00	$ 30,000.00	$ 13,400.00
Hydros for Heroes	$ 5,000.00	$ 5,000.00	$ -	$ 10,000.00	$ 11,000.00	$ 17,850.00	$ 9,770.00
Oak Harbor Main Street	$ 1,500.00	$ 3,000.00	$ -	$ 1,000.00	$ 4,000.00	$ 16,250.00	$ 5,150.00
ISCO Master Gardener	$ 1,000.00	$ 3,000.00	$ 4,044.88	$ -	$ 4,000.00	$ 4,700.00	$ 3,348.98
Others	$ 4,050.00	$ 20,000.00	$ 15,000.00	$ 19,226.00	$ 5,378.70	$ 115,829.42	$ 29,914.02
Totals	$ 249,550.00	$ 292,513.12	$ 228,054.85	$ 300,066.03	$ 289,878.70	$ 456,689.42	$ 302,792.02

CURRENT AND REQUESTED 1% CONTRIBUTION



CONTRIBUTION OPTIONS

Other options to consider.

LODGING TAX REVENUE AND EXPENDITURES HISTORY						ICT % Options				
						Additional 2% Lodging Tax Only				
	313.31.0000	313.31.0100				100%	75%	50%	20%	15%
Revenue	Basic 2%	Addl 2%	Total Revenue	Total Grant Outlays	Payments to ICT	2%	1.5% of 2%	1% of 2%	.4% of 2%	.3% of 2%
2018	146,308.01	141,357.13	292,649.25	249,550.00	20,000.00	141,357.13	106,017.85	70,678.57	28,271.43	21,203.57
2019	137,594.82	137,592.55	283,099.85	292,513.12	20,000.00	137,592.55	103,194.41	68,796.28	27,518.51	20,638.88
2020	107,482.66	107,482.64	218,698.46	228,054.85	20,000.00	107,482.64	80,611.98	53,741.32	21,496.53	16,122.40
2021	158,063.07	158,063.10	316,639.81	300,066.03	20,000.00	158,063.10	118,547.33	79,031.55	31,612.62	23,709.47
2022	166,335.33	166,463.87	338,741.51	289,878.70	20,000.00	166,463.87	124,847.90	83,231.94	33,292.77	24,969.58
PROJECTED 2023	169,949.26	170,081.01	340,030.27	456,689.42	20,000.00	170,081.01	127,560.76	85,040.51	34,016.20	25,512.15
PROJECTED 2024	174,197.99	174,333.04	348,531.02	302,792.02	20,000.00	174,333.04	130,749.78	87,166.52	34,866.61	26,149.96

CONSIDERATION AND NEXT STEPS

In 2009, before the 1% contribution was reduced to $20,000, Council asked the question, “Is there any measurable increase in tourism to the City of Oak Harbor commensurate with the greater contribution the City is making to the Island County Joint Tourism effort”?

Once Council has determined the best option, any proposal to assign lodging tax funding must be submitted to the lodging tax advisory committee for review and comment at least 45 days before final action can be taken on the proposal by the legislative body.

Amend the joint agreement to reflect council decision should there be change in the current contribution of $20,000 annually.

THANK YOU!

CITY OF OAK HARBOR, WA
FUND #116 CIVIC IMPROVEMENT (LODGING TAX) FUND

Estimated Unencumbered Fund Balance for 2024 Grant Offering

2023 Period 7 Unencumbered Fund Balance	$	795,662.77
2023 Anticipated Revenue remainder of year	$	179,336.48
2023 Unspent Grant Awards (as of 8/1/2023)	$	289,386.75
2023 Ending Estimated Unencumbered Fund Balance	**$**	**685,612.50**

2024 Preliminary Revenue Estimate	$	348,531.02
2024 Known Committed Items (multi-year grants)	$	161,160.00
ICT Interlocal Agreement (Recurring)	$	20,000.00
2024 Ending Estimated Unencumbered Fund Balance (with no additional grant awards)	**$**	**852,983.52**

Year	Annual Revenues Generated	TOTAL GRANT OUTLAYS	ICT Interlocal Agreement	2% Island County Joint Tourism Board	Chamber of Commerce	NW Lions Car Show
2002	157,880.96	310,787.05	220,305.90	-	83,197.72	7,283.43
2003	144,165.37	134,672.87	69,496.77	-	57,385.60	4,000.00
2004	147,396.43	131,928.38	72,013.38	-	52,155.00	5,000.00
2005	170,496.35	115,331.22	40,894.29	-	64,593.52	4,872.84
2006	182,664.41	107,490.43	41,980.71	-	52,010.00	4,999.72
2007	182,749.21	116,548.05	43,558.83	-	64,152.00	4,837.22
2008	197,584.61	134,635.23	51,425.90	-	74,000.80	5,000.00
2009	202,936.50	133,426.54	49,610.28	-	78,196.00	-
2010	188,056.41	134,838.07	15,000.00	-	92,005.00	-
2011	180,508.64	133,069.10	25,000.00	-	78,037.00	-
2012	198,804.45	128,250.06	20,000.00	-	93,887.24	-
2013	200,193.79	107,526.70	20,000.00	-	76,033.36	2,723.30
2014	339,544.33	124,384.82	20,000.00	-	81,000.04	2,570.71
2015	256,159.81	287,006.12	20,000.00	14,888.05	167,336.43	3,097.96
2016	267,576.91	286,214.24	20,000.00	23,924.45	167,363.08	2,926.71
2017	329,251.10	268,660.08	20,000.00	8,187.50	178,000.33	3,472.25
2018	292,649.25	249,550.00	20,000.00	5,000.00	179,000.00	-
2019	283,099.85	292,513.12	20,000.00		194,363.12	
2020	218,698.46	228,054.85	20,000.00		162,009.97	
2021	316,639.81	300,066.03	20,000.00		168,840.03	
2022	332,799.20	289,878.70	20,000.00		167,500.00	
Projected 2023	340,030.27	456,689.42	20,000.00		175,500.00	
Projected 2024	348,531.02	181,600.00				

Arts Comm./ WJP Ads	Whidbey Is. Marathon	Rotary Club of Oak Harbor	Oak Harbor Music Festival	PBY Memorial Association	Downtown Pig Fest	Hydro Plane Races	Whidbey Is. Race Week
-	-	-	-	-	-	-	-
3,790.50	-	-	-	-	-	-	-
-	2,760.00	-	-	-	-	-	-
-	4,970.57	-	-	-	-	-	-
-	8,500.00	-	-	-	-	-	-
-	4,000.00	-	-	-	-	-	-
208.53	4,000.00		-	-	-	-	-
620.26	-	5,000.00	-	-	-	-	-
22,333.07	-	5,500.00	-	-	-	-	-
13,582.10	12,000.00	4,450.00	-	-	-	-	-
2,362.82	12,000.00	-	-	-	-	-	-
1,470.04	-	-	7,300.00	-	-	-	-
814.07	5,000.00	-	8,000.00	1,000.00	1,000.00	5,000.00	-
59.08	-	-	19,999.60	5,600.00	3,000.00	21,025.00	4,000.00
-	10,000.00	-	26,000.00	15,000.00	8,500.00	-	3,000.00
-	-	-	26,500.00	5,000.00	5,000.00	9,000.00	9,000.00
-	7,500.00	-	29,000.00	2,500.00	5,000.00	5,000.00	9,000.00
	7,500.00		34,000.00	5,650.00	5,000.00	5,000.00	15,000.00
				27,000.00			
	12,000.00		42,000.00	27,000.00	9,000.00	10,000.00	
	10,000.00		41,000.00	27,000.00		11,000.00	
	30,000.00	25,000.00	48,000.00	28,560.00		17,850.00	

Parks LTAC	Whidbey Is. Bicycle Club	Megan McClung Run	ISCO Master Gardener	Oak Harbor Mainstreet	Whidbey Health Found.	Friends of OH Library	Whidbey Playhouse
-	-	-		-	-		-
-	-	-		-	-		-
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-	-	-		-	-		-
-	-	-		-	-		-
28,000.00	-	-		-	-		-
-	1,000.00	5,000.00		3,500.00	-		-
-		3,000.00	1,500.00	-	-		-
-	-	1,000.00	1,000.00	1,500.00	3,000.00		1,050.00
			3,000.00	3,000.00			
15,000.00			4,044.88				
				1,000.00	5,976.00	1,650.00	
			4,000.00	4,000.00	5,000.00		
44,700.00			4,700.00	16,250.00	4,250.00		

Oak Harbor Youth Sailing	Lynk Air	North Whidbey Pool Park Rec District	Whidbey Island Gem Club
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	2,600.00		
378.70			
1,200.00		37,384.42	3,295.00