



Council Chambers, 865 SE Barrington Drive

January 20, 2026

5:30 PM

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**CALL TO ORDER**

Invocation - Led by Pastor Sam Giles, Living Faith Church

Pledge of Allegiance - Led by Mayor Wright

Excuse Absent Councilmembers

**1. APPROVAL OF AGENDA**

**2. PRESENTATIONS**

- a. Deputy Fire Chief Oath Ceremony - Jennifer Wyatt

**3. PUBLIC COMMENTS**

Members of the public 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 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.

- a. Approval of Minutes: City Council regular meeting of January 6, 2026
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Adopting a Revised City Council Calendar for 2026
- d. Purchasing Policy and Procedures Updates 2026
- e. Professional Services Agreement—Kimley Horn and Associates, Inc. for an Environmental Impact Statement
- f. 2026 Advisory Board, Commission, and Committee Re-Appointments

**5. MAYOR & COUNCIL COMMENTS**

**6. ORDINANCES & RESOLUTIONS**

- a. Ordinance No. 2036: Amending Oak Harbor Municipal Code Section 10.08.010 relating to speed limits on Washington State Route 20.

**7. OTHER ITEMS FOR CONSIDERATION**

- a. Approval of Accounts Payable Vouchers – Chamber of Commerce

**ADJOURN**

Meetings may be recorded and published to [www.youtube.com/c/CityofOakHarbor](http://www.youtube.com/c/CityofOakHarbor). The City of Oak Harbor is committed to providing meeting access to the widest possible audience, regardless of technology or ability. If accommodations are required, please call (360) 279-4500 at least two business days prior to the meeting.

**Subject:** Deputy Fire Chief Oath Ceremony - Jennifer Wyatt  
**Submitted By:** Travis Anderson, Fire Chief

**RECOMMENDED ACTION**

No action is requested from the City Council. Fire Chief Travis Anderson will administer the Oath and swearing in ceremony for new Deputy Fire Chief Jennifer Wyatt.

**BACKGROUND / SUMMARY INFORMATION**

Deputy Chief Jennifer Wyatt will fill the Deputy Chief position vacated by Mike Buxton's retirement in April 2025. Deputy Chief Wyatt brings 25 years of fire service experience and a strong background in organizational leadership and fiscal management. She holds a bachelor's degree in finance and has served in every operational rank, including Firefighter/Paramedic, Engineer, Captain, Assistant Fire Chief, Deputy Fire Chief, and Senior Deputy Fire Chief with Clark County, Nevada.

During her tenure with Clark County, Deputy Chief Wyatt helped oversee a large and complex fire department consisting of more than 40 fire stations and approximately 1,000 personnel. Her experience spans operations, administration, and executive leadership in a high-call-volume system.

We are excited to welcome Deputy Chief Wyatt to Oak Harbor. Her depth of experience, leadership skill, and financial acumen will be instrumental as the City assumes the additional responsibility of providing advanced life support services to our residents through the implementation of the City's paramedic program.

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

The Deputy Fire Chief position has been a fully funded role for decades and is fully funded in the adopted 2025-2026 biennial budget.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

None

**Subject:** Approval of Minutes: City Council regular meeting of January 6, 2026  
**Submitted By:** Julie Nester, City Clerk

**RECOMMENDED ACTION**

Motion for Approval of the minutes of the City Council regular meeting of January 6, 2026 .

**BACKGROUND / SUMMARY INFORMATION**

N/A

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

1. 01.06.26 Regular Meeting Minutes

Oak Harbor City Council  
Regular Meeting Minutes  
January 6, 2026

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

**CALL TO ORDER**

**Call To Order and Native Lands Acknowledgement** - Mayor Wright called the meeting to order at 5:30 p.m. He included the acknowledgement that the meeting was being held on the ancestral lands of the Coast Salish people and paid respect to those past and present.

**Invocation** – Led by Pastor Matthew Erikson – First Reformed Church

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

**ROLL CALL**

City Council Present:

Mayor Ronnie Wright  
Mayor Pro Tem Tara Hizon  
Councilmember Bryan Stucky  
Councilmember Eric Marshall  
Councilmember Christopher Wiegenstein  
Councilmember Barbara Armes  
Councilmember James P. Marrow  
Councilmember Sandi Peterson

Staff Present/Videoconference

City Administrator Sabrina Combs  
Deputy City Administrator David Goldman  
Public Works Director Steve Schuller  
Parks and Recreation Director Brian Smith  
Police Chief Tony Slowik  
Fire Chief Travis Anderson  
Deputy Police Chief Kevin Barton  
Fire Marshal Paul Schroer  
Harbormaster Alyce Henry  
Grants Administrator Wendy Horn  
Communications Officer Magi Aguilar  
Executive Services Coordinator Macalle Finkle  
City Clerk Julie Nester

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

Others in attendance included Senator Ron Muzall  
and Island County Municipal Court Judge  
Ron Costeck

**EXCUSE ABSENT COUNCILMEMBERS**

Mayor Wright greeted all in attendance. He noted all members of the Council were present.

**1. OATHS OF OFFICE**

Mayor Wright introduced Island County Municipal Court Judge Ron Costeck to administer the Oaths

of Office to re-elected Councilmembers Armes, Marrow, and Stucky, and newly elected Councilmember Peterson. Judge Costeck noted it was his honor to administer the Oaths to those chosen by the citizens of Oak Harbor to lead. He quoted Alexander Hamilton and spoke to giving voice to all and providing not just words, but quantifiable results in divining the will of the people. Judge Costeck explained that the Councilmembers were the heart of democracy, connected to the daily lives of those they represent.

## **2. EXECUTIVE SESSION**

Mayor Wright announced the Council would move into executive session per Revised Code of Washington (RCW) 42.30.110 (1) (i) to discuss with legal counsel litigation or potential litigation. He noted the executive session was anticipated to last for fifteen 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 session at 5:38 p.m.

At 5:53 p.m. the Council came out of executive session and resumed the open session of the regular meeting. Mayor Wright announced no action would be taken by the Council at this time regarding the matter discussed.

## **3. APPROVAL OF AGENDA**

Mayor Wright requested any changes to the regular agenda. Hearing none, he called for a motion for approval.

**Motion:** Councilmember Wiegenstein moved to approve the agenda as presented. Councilmember Marrow seconded the motion, which passed unanimously.

## **4. PRESENTATIONS**

### **a. Oak Harbor Main Street Association**

Oak Harbor Main Street Association (OHMSA) Interim Executive Director Margaret Livermore provided an annual review of the Association's background, purpose, prior year activities, and funding sources. She noted this was Oak Harbor's tenth anniversary of being a Main Street community and introduced the Main Street Board of Directors..

OHMSA maintains a Professional Services Agreement with the City of Oak Harbor for downtown revitalization through the Washington State Department of Archeology and Historic Preservation. Funding from the City is used towards strengthening and further developing the OHMSA revitalization efforts. In 2005, legislation was passed to create the "Main Street Tax Credit Incentive Program", through which businesses are eligible to take a Business and Occupation tax credit equal to seventy-five percent (75%) of the amount given to OHMSA, and essentially redirecting state dollars back to local communities with a Main Street Program designation.

The OHMSA has a four-point approach of Outreach, Design, Promotion, and Economic Vitality. Ms. Livermore reviewed the OHMSA sponsors, donors, 2025 events and upcoming events for 2026. She provided a five-year financial overview and 2026 goals. Ms. Livermore noted the City had provided for a Credit Incentive Program (CIP) amount up to \$95,000 for 2025. She requested the City consider increasing that CIP for an amount up to \$150,000 for 2026.

Mayor Wright thanked Ms. Livermore for her presentation. There were no questions or comments from the Council.

## 5. PUBLIC COMMENT PERIOD

Mayor Wright noted members of the public could comment on Consent Agenda items or subjects of interest not listed on the agenda at this time and there would be an opportunity to comment on the remaining agenda items during the meeting as appropriate. He explained the public may also visit the City's website prior to meetings for methods to submit public comments, or contact the City Clerk, Julie Nester, by phone or email. When submitting comments, please include your name and address. Public comments sent anonymously or from a non-verifiable address will be shared with the Mayor and Council but will not be displayed. Comments on public hearing items will be taken during the public hearings portion of the meeting.

The City received no new public comments since the last regular meeting.

Mayor Wright asked if there were any members of the public present who wished to speak to any other items not listed on the agenda or on the consent agenda. He noted the Clerk would call on speakers in the order in which they signed in to speak and asked speakers to step forward to the microphone, state their name and address, and to limit comments to three minutes.

1. Monica Grant of Oak Harbor addressed the Council. She introduced herself as having been a public relations director for soccer for many years and noted she was here to start the idea of a turf field, stating it would make a huge difference for kids. She explained only the high school has a lighted field for evening use.

2. Sunnie Waldron of Oak Harbor addressed the Council to reiterate what Ms. Grant had said and that lighted fields were needed. She noted that sometimes the fields at Fort Nugent were under water. She noted there weren't many fields available, and groups paid a lot to use them. Ms. Waldron observed that soccer was played year-round and displayed a copy of the City's Score & Explore brochure.

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

## 6. CONSENT AGENDA

### Consent Items

- a. Approval of Minutes: City Council Special Meeting – Washington State Auditor's Office Stewardship Award Presentation of December 15, 2025 and City Council Regular Meeting of December 16, 2025
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Resolution 25-29: Approval of the multi-year lodging tax award for the Marina debt service repayment
- d. Appointment: Marina Advisory Commission, Position 5 – Michael Bobeck
- e. Appointment: Marina Advisory Commission, Position 6 – Mark Hammer
- f. Appointment: Police Community Advisory Board, Position 4 – Rachel Paul
- g. 2026 Advisory Board Reappointments

Mayor Wright called for any changes to the consent agenda.

Councilmember Marshall requested to pull consent agenda item g. 2026 Advisory Board Reappointments for further discussion.

Mayor Wright called for approval of the remaining consent agenda items.

**Motion:** Councilmember Marshall moved to approve the remaining items on the consent agenda.

Regular Meeting Minutes January 6, 2026

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The motion was seconded by Councilmember Wiegenstein and passed unanimously.

Mayor Wright called for discussion of item g. which included reappointments to the Art Commission, Historic Preservation Commission, Lodging Tax Advisory Commission, Marina Advisory Commission, Parks and Recreation Advisory Commission, Planning Commission, and Police Community Advisory Board for the individuals noted below for the term January 1, 2026, to December 31, 2027.

2026 Advisory Board Proposed Reappointments:

Advisory Board	Position	Name	Term Start	Term End	Notes
Arts Commission	Position 3	Robert Sanders	7/1/2025	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Arts Commission	Position 5	Cynthia Mason	1/1/2024	12/31/2025	First Term
			1/1/2026	12/31/2027	Second Term
Community Police Advisory Board	Position 1	Melinda Buchanan	4/2/2024	1/1/2026	Unexpired
			12/31/2025	12/31/2027	First Term
Police Community Advisory Board	Position 5	Martin Malloy	5/21/2024	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Historic Preservation Commission	Position 1	Gideon Cauffman	1/1/2024	12/31/2025	First Term
			1/1/2026	12/31/2027	Second Term
Historic Preservation Commission	Position 3	Nick Hamden	1/1/2024	12/31/2025	First Term
			1/1/2026	12/31/2027	Second Term
Lodging Tax Advisory Committee	Receiver 1	Allenda Jenkins	5/7/2024	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Marina Advisory Commission	Position 1	Cathy Proses	7/1/2025	12/31/2025	First Term
			1/1/2026	12/31/2027	Second Term
Marina Advisory Commission	Position 3	J.J. Jones	1/1/2024	12/31/2025	First Term
			1/1/2026	12/31/2027	Second Term
Marina Advisory Commission	Position 5	Mike Bobeck	1/1/2026	12/31/2027	First Term
Marina Advisory Commission	Position 7	Louie Foster	4/2/2024	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Parks and Recreation Advisory Commission	Position 1	Carrie Stucky	12/1/2022	12/31/2023	Unexpired
			1/1/2024	12/31/2025	First Term
			1/01/2026	12/31/2027	Second Term
Parks and Recreation Advisory Commission	Position 3	Natalia Talo	11/18/2025	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Parks and Recreation Advisory Commission	Position 5	Tom Jones	5/1/2023	12/31/2025	Unexpired
			1/01/2026	12/31/2027	First Term
Parks and Recreation Advisory Commission	Position 7	Vicki Biggs	4/2/2024	12/31/2025	Unexpired
			1/01/2026	12/31/2027	First Term
Planning Commission	Position 1	Jeffrey Ward	9/16/2025	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term
Planning Commission	Position 3	Cody Bakken	12/2/2025	12/31/2025	Unexpired
			1/1/2026	12/31/2027	First Term

Councilmember Marshall noted his request for discussion was not about any person in particular but rather cited when the Council was reviewing and refining the Employee Policy Manual there was detailed discussion of a nepotism clause applying to elected officials. Councilmember Marshall stated he would like to discuss this as it applies to Advisory Boards, Commissions, and Committees at the Council's upcoming special meeting – Council retreat on Thursday and not approve the proposed re-appointments this evening.

Councilmember Stucky, Mayor Pro Tem Hizon, and Councilmember Marshall provided their re-

spective questions and comments.

**Motion:** Councilmember Wiegenstein moved to table the re-appointments, seconded by Councilmember Marrow.

Councilmember Peterson asked for clarification on whether discussion would continue, which was not the case following the motion to table.

Mayor Wright called for a vote on the motion to table, which passed by a vote of 6-1 with Councilmember Stucky opposed.

## 7. MAYOR & COUNCIL COMMENTS

### Mayor's Comments

Mayor Wright displayed slides and provided the following comments:

- Happy New Year. – We've made some updates to the look of Mayor's Comments, thank you to our Communications Officer Magi Aguilar.
- Highlighting some Proud Moments of 2025:
  - Thank you to our staff for their dedication in 2025. It was great to connect with staff at our staff meetings and events. I'm looking forward to more of these and to more one-on-one conversations with all of you.
- Speaking of our staff:
  - Our staff survey generated 147 responses!
  - When 147 people share their voice, we hear it! I want to thank the staff for taking the time to share their feedback and, more importantly, for trusting the process.
  - I appreciate the team working behind the scenes to support the survey responses.
- Marina B&O Tax – After many discussions, Council approved the Business & Occupation Tax to fund Marina repairs.
- Grants Received in 2025 –
  - In 2025, the City applied for over \$32 million in grants.
  - We secured over \$6 million dollars so far, \$6,055,652 to be exact.
  - Notably, \$1.8 million of the total will offset street improvement projects in the next 2-3 years with \$483,000 dedicated to public safety and public defense, and \$2 million will support a workforce housing project.
  - \$16 million in grant funding is still pending.
- Washington State Auditor's Stewardship Award: We received a visit from Washington State Auditor Pat McCarthy and her staff who presented the City of Oak Harbor with a Stewardship Award, recognizing the City's dedication to accountability and transparency in government. State Auditor McCarthy explained that this award is given to very few public entities, with only ten being awarded statewide out of 2,817 audits completed this year. Congratulations to our entire finance team and to others on our staff who assisted in providing information for the audit.
- The Wright Blend:
  - We are resuming these informal community get-togethers once a month in 2026.
  - Thank you to our residents for asking hard and well-thought-out questions.

- Thank you to staff, councilmembers, and representatives of our Police and Fire Departments for attending.
- Thank you to local businesses for having us.
- Community Catch Up Events:
  - These brought local partners together to provide transparency about local programs.
  - We had some great conversations regarding schools, emergency management, and homelessness to name a few.
  - These events provide another opportunity for residents to ask questions.
  - We will continue these in 2026.
- Stay Connected
  - These are just a few highlights from 2025. There were many more.
  - Come to a meeting, a Wright Blend, or send us a question via email or call us.
  - Follow us on social media to find out what is coming up.
  - Please remember that social media is not the best place to leave comments or ask questions. It is better to email the City directly for accurate and timely information.

a. Selection of Mayor Pro Tempore

Mayor Wright explained that traditionally, the City Council selects a Mayor Pro Tempore at the first regular Council meeting of even-numbered years. He noted that Councilmember Tara Hizon has served as Mayor Pro Tempore since August 5, 2022, having been selected by the Council to fill this role again in January of 2024.

Those serving as Mayor Pro Tempore serve as the presiding officer of Council meetings in the absence of the Mayor and participate on the Mayor's behalf as requested for local government and civic meetings and events. Mayor Wright thanked Councilmember Hizon for her unwavering support provided in the role of Mayor Pro Tem.

Mayor Wright requested nominations for Mayor Pro Tem.

Councilmember Marrow nominated Councilmember Hizon, noting her demonstrated knowledge, balance and wisdom. Councilmember Armes seconded the nomination.

Hearing no others Mayor Wright closed the nominations and called for a vote on the nomination of Councilmember Hizon which passed unanimously.

Mayor Wright congratulated Councilmember and once again Mayor Pro Tem Hizon for her selection by the Council as Mayor Pro Tempore.

b. Councilmembers

Mayor Wright called on the Council for their comments.

Councilmembers Armes and Marrow provided their respective comments.

Councilmember Armes reported that the City will hold a Marina Tenants meeting on January 16, 2026 from 6-7 p.m. The purpose of the meeting was to provide information and time for tenants to ask questions and voice their opinions. Councilmember Armes noted the Marina Advisory Commission and its two sub-committees and was making progress on a number of issues.

Councilmember Marrow reported on the Island Transit District and its Board's decision to expand service to include Naval Air Station Whidbey Island (NASWI) for regular bus service to the base.

## 8. ORDINANCES & RESOLUTIONS

### a. Resolution 26-01: Declaring the need for Emergency Repairs to the Oak Harbor Marina

Parks and Recreation Director Smith and Harbormaster Henry reviewed the resolution, presented in accordance with Revised Code of Washington (RCW) 34.08.280 per which, the Council may, by resolution, waive competitive bidding requirements to adequately respond to emergencies.

During the night of the December 16, 2025 storm, the Marina sustained significant damage along the north side of the F Dock Breakwater as well as the failure of several structural components throughout the Marina.

Harbormaster Henry presented the Damage Report:

- Breakwater Patio 3: Panel 4 and 7 partially detached with the bottom edge facing the West, not the bottom
- Breakwater Patio 4: Panel 7 is gone, panel 1 moving towards the piling.
- Breakwater Patio 5: Broken rod from patio to boat side, panel 2 is gone, panel 4 partially detached on the south side, panel 7 mostly detached.
- Breakwater Patio 7: Panel 7 is already gone, panel 8 is loose and moving toward the pile (it might be grounding out on panel 7 during low tide events), panel 2 is partially detached on the West side.
- There is a broken rod at F-46/47 that has gotten worse, with the number 7 panel sinking more than from previous observations.
- Two boats along the main walkway had fenders that did not stay in place and caused varying degrees of damage to the boats.
- Two sails on F dock came unfurled and were severely damaged.
- The log boom running East to West along the Harbormaster's office broke free and allowed some debris to enter the Marina.
- South E dock sustained damage to the float cement and multiple through rods where the floats join.
- The South log boom had at least one break from the wind.
- The waterline broke on South F dock.
- The main water line broke out of its strapping under the main gangway.
- North E dock roofing began losing a section of trim. Staff have temporarily secured it.
- There are additional panels that are now moving on the south end of F dock during strong winds that are being monitored.

Harbormaster Henry explained that staff moved quickly to assess all damage and prioritize responses and immediate repairs as possible. The two boats sustaining damage along the main walkway were the first issue addressed. Fenders and lines were added to prevent future damage. The owners of the two boats with sail damage were notified, and the water was turned off to South F dock to prevent any further loss.

The log boom below the Harbormaster's office was able to be temporarily reconnected to prevent any future debris entering the Marina.

The South E dock float was addressed, and temporary pile hoops were placed to ensure that the docks did not fully separate. Staff were able to reposition the dock back into normal alignment.

Staff relocated vessels from the very south end to aid repairs and prevent additional damage, and Marina crews re-secured the water main under the main gangway, preventing loss of service to the docks.

Harbormaster Henry reported that divers came to the Marina on December 22, 2025 to locate the panels that fell off during the storm. The other four panels that are hanging on will need to be cut free to prevent additional damage. She provided a diagram of the location of all panels.

Harbormaster Henry explained the cement repairs will happen once the broken through-rods can be replaced and new whalers installed. Two new pile hoops will be added to decrease movement of the float as well. Staff limited access to the north end of F dock where most of the damage occurred and are monitoring the dock daily and ready to relocate vessels if the dock is deemed unsafe. The Oak Harbor Police Department is assisting with monitoring the Marina during the holiday closures.

The failed breakwater panels need to be replaced. Without these panels, the Marina does not have the correct wave attenuation, allowing larger swells into the Marina, which could possibly lead to additional damage to infrastructure and vessels and expose the city to liability if not repaired in a timely manner. American Construction is putting together initial estimates for the repairs and can begin work in February.

Director Smith explained the failure of the breakwater panels qualifies as an emergency per Section 1.13 (a) Declared Emergencies, of the City's Purchasing Policy, which defines such failures as an "unforeseen circumstance, beyond control of the City that presents a real, immediate threat to the proper performance of essential functions".

Harbormaster Henry reported that an agent from the Washington Cities Insurance Authority (WCIA) inspected the Marina damage earlier today. The Washington State Department of Fish and Wildlife has extended the fish window in which the City may make repairs to March 3<sup>rd</sup>. Staff has requested permission for approval of expedited repairs from the Army Corps of Engineers. Approximately seventeen (17) vessels will be relocated during repairs.

Director Smith displayed diagrams of panel sections for patios 2 & 3., 4 & 5, and 6 & 7, showing the through-rods that need to be replaced. He explained that Marine engineering firm Moffat and Nichol, which is already under contract for the Marina Dredging and Breakwater projects, inspected the damage on December 19, 2025, and is working with American Construction on repair scope, cost estimates and probable project completion.

Deputy City Administrator and Finance Director Goldman explained that the City is exploring claim coverage with WCIA. The current property insurance claim deductible on the Marina is \$100,000. As discussed during the Local Business & Occupation (B&O) Tax discussions, the 2024 year-end Marina Operating and Capital Funds had an available balance of \$1,655,562, which was preliminary earmarked for Phase 1 of the Marina rejuvenation project (Dredging and Breakwater).

Mayor Wright thanked Director Smith and Harbormaster Henry for their report. He confirmed no public comments on the proposed resolution had been received. He requested public comment from those in attendance. Hearing none, he called on the Council for their questions and comments.

Councilmembers Armes and Wiegenstein provided their respective questions and comments.

Consultant Bill Gerkin of Moffat and Nichol provided additional information on the emergency repairs and the existing contract for rehabilitation of the breakwater to extend its useful life for 15-20 years.

Mayor Pro Tem Hizon and Councilmembers Armes, Marrow, Wiegenstein, and Marshall, provided their additional questions and comments.

**Motion:** Councilmember Marrow moved to approve Resolution 26-01 declaring that the failures to structural components at the Marina constitute an emergency, waving the public bidding requirements to facilitate as rapid a repair as possible, and authorizing the Mayor to execute contracts for necessary goods and services to expedite the repairs. Councilmember Wiegenstein seconded the motion.

Mayor Wright called for any further discussion.

Councilmember Marshall provided additional comments.

With discussion concluded, Mayor Wright called for a vote on the motion, which passed unanimously.

## 9. CONTRACTS & AGREEMENTS

### a. Interlocal Agreement with Whidbey Island Public Hospital District for EMS Services

Fire Chief Anderson participated remotely as he was out of town inspecting the Fire Department's new engine. He reviewed the Interlocal Agreement and explained that since 1999, Whidbey Public Hospital District (Whidbey Health) has provided funding to Whidbey Island fire departments to help offset the costs associated with pre-hospital medical response. The Oak Harbor Fire Department (OHFD) receives reimbursement solely for pre-hospital care services.

Whidbey Health is supported by an Emergency Medical Service (EMS) levy to provide emergency medical services to Oak Harbor as well as the rest of Island. The last Interlocal Agreement was for two years and expired on December 31, 2025.

For 2025, the Oak Harbor Fire Department was reimbursed \$138.37 per EMS call (excluding cardiac arrests, lift assists, and traffic accidents). The City averaged about \$50,000/year in reimbursement from this Interlocal Agreement.

Chief Anderson explained that in keeping with Mayor Wright's vision of improving EMS services, the proposed agreement would provide reimbursement for pre-hospital medical response services from January 1, 2026, through December 31, 2027, at a fixed annual rate of \$175,000 for responses to medical emergencies within the City of Oak Harbor, Washington.

OHFD will provide first response for all Charlie, Delta, and Echo level EMS calls (life-threatening calls). The District will pay the City a fixed amount of \$175,000 per year (invoiced semi-annually) an increase of \$125,000/year. The increased revenue will be reinvested to strengthen and enhance EMS delivery to our community.

Chief Anderson explained that the change to a flat rate eliminates per-call cost concerns, allowing both agencies and crews to focus on patient care. Prior to 2025, OHFD responded to EMS calls only when requested by Whidbey Health, with all reimbursement tied to individual calls. Having a flat rate reduces administrative time spent filtering calls and generating invoices and resolves State EMS documentation and compliance issues from the previous contract.

Mayor Wright thanked Fire Chief Anderson for his presentation. He confirmed no public comments had been received and called for comments from those in attendance. Hearing none, he called on the Council for their questions and comments.

**Motion:** Councilmember Marrow moved to authorize the Mayor to execute an Interlocal Agreement between the City of Oak Harbor and the Whidbey Island Public Hospital District to partially reimburse the City for providing pre-hospital emergency medical services within Oak Harbor, Washington. Councilmember Peterson seconded the motion, which passed by a vote of 6-0 with Councilmember Wiegenstein abstaining as he is in the process of interviewing with the Hospital District.

b. Oak Harbor Main Street Association Professional Services Agreement

Grants Administrator Horn reviewed and provided background information regarding the 2026 Professional Services Agreement.

The City Council voted to participate in the Washington Main Street Tax Credit Incentive Program on December 15, 2015 per Resolution 15-44 to pledge a contribution to the Oak Harbor Main Street Association (OHMSA). Following the resolution, upon appointment of a permanent Board of Directors and Executive Director, the City executed an annual Professional Services Agreement (PSA) as the means to pledge a contribution to the OHMSA.

In 2019, the City Council approved an increase to its contribution to a maximum of \$95,000. The City has received a tax credit of \$71,250 annually since 2019, resulting in a reduction in excise tax liability each following year.

In 2021, the State of Washington increased the allowable contribution to Main Street Associations to a maximum of \$213,333.33. In 2024, it increased the maximum contribution to \$333,333.33. The maximum tax credit any one business can claim was increased to \$250,000. Per the PSA, the City will reduce its contribution if other businesses contribute to the OHMSA at a level that exceeds the maximum contribution allowed.

OHMSA is requesting an increase to the 2026 City's pledge to a maximum contribution of \$150,000. The maximum tax credit for the City would be \$112,500 in 2027.

A contribution of \$95,000 is included in the 2025-2026 biennial budget. An increase to \$150,000 will require a budget amendment and the maximum tax credit of \$112,500 (75% of contribution) would be included in the 2027 budget.

Mayor Wright thanked Grants Administrator Horn for her presentation. He confirmed no public comments had been received and called for comments from those in attendance, hearing none, he called on the Council for their questions and comments.

Councilmembers Marshall, Wiegenstein, Peterson, and Stucky provided their respective questions and comments, as did Mayor Wright.

OHMSA Interim Executive Director Livermore and OHMSA President Greg Lanza responded to Council questions.

**Motion:** Councilmember Wiegenstein moved to approve the Professional Services Agreement with the Oak Harbor Main Street Association as part of the Washington State Main Street Tax Credit Incentive Program with a maximum contribution of \$150,000. Councilmember Marrow seconded the motion.

Mayor Wright called for any additional discussion. With Councilmembers Peterson, Marrow, Stucky, and himself providing their additional comments,

Mayor Wright called for a vote on the motion, which passed unanimously.

## 10. OTHER ITEMS FOR CONSIDERATION

### a. Oak Harbor Police Department Motorcycle Purchase

Police Chief Slowik reviewed the purchase request. The Oak Harbor Police Department (OHPD) has owned or leased police motorcycles for over 25 years. Currently, the department has one 2008 Honda ST1300 which is near the end of its service life and is due to be replaced in 2028 at a budgeted replacement cost of \$30,000. There is currently a \$20,000 fund balance in the 502-account designed for the P8 replacement.

Chief Slowik explained that since 2015, three (3) officers have attempted to complete the 80-hour Basic Motor Officer course. All were unsuccessful with the main problem being the Honda motorcycle limitations. Common complaints about the Honda ST1300 are:

- Heavy motorcycle: 743 pounds
- Instability at slow speeds and heavy to manipulate in parking lots
- Less nimble in tight, patrol scenarios
- Very low ground clearance, high centers over curbs.
- Riding position ergonomics: cause a rider to put too much weight forward reducing maneuverability

As OHPD onboard new officers in 2026, the intent is to fill the vacant Traffic Officer position. The Skagit County Sheriff's Office is hosting the 80-hour Police Motor Officer course on March 16-27, 2026 in Anacortes.

OHPD is asking for two items with this request.

- 1) Early Replacement of the 2008 Honda ST1300-P Motorcycle
- 2) Adding a new motorcycle to the current police fleet for a total of two police motorcycles.

The Nisqually Tribal Nation Police Department has two (2) 2022 BMW F850 GS-P police motorcycles for sale, both with low mileage.

The advantages of the BMW F850 GS-P include:

- Mid-Size Adventure Motorcycle: 504 pounds
- Lighter Chassis
- Agile and balanced weight distribution designed for slow maneuverability
- Anti-lock Braking System (ABS) and Traction control Technology
- Off-road capability

Kelley Blue Book value for each motorcycle is approximately \$10,521. The Nisqually Tribe will sell one motorcycle for \$9,165.64 and will sell both for \$16,000 plus tax and licensing. The current fund 502 account balance is sufficient to cover the entire purchase cost plus estimated sales tax and licensing fees.

Mayor Wright thanked Chief Slowik for his presentation. He confirmed no public comments had been received. Hearing no one from the public who wished to speak, he called on the Council for their comments.

Councilmember Marrow provided his respective questions and comments.

**Motion:** Councilmember Marrow moved to authorize City staff to purchase two (2) 2022 BMW F850 GS-P police motorcycles from the Nisqually Police Department, the early replacement of motorcycle

vehicle P8, and the addition of a new motorcycle to the City fleet. Councilmember Wiegenstein seconded the motion.

Councilmember Marrow and Mayor Pro Tem Hizon provided their additional comments and questions.

The vote on the motion passed unanimously.

## **ADJOURN**

There being no further business, Councilmember Wiegenstein moved to adjourn the meeting, seconded by Councilmember Marrow. The vote on the motion was unanimous; therefore the meeting was adjourned at 7:59 p.m.

Certified by Julie Nester, City Clerk

**Subject:** Approval of Payroll and Accounts Payable Vouchers  
**Submitted By:** Ashley Ramos, Accounting Manager

**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**

December 31, 2025

Checks #202014-202081 totaling \$433,897.10 (Voucher List 12g)

January 6, 2026

Checks #202083-202088 totaling \$27,672.47 (Voucher List 13b)

January 8, 2026

Checks #312-317 totaling \$78,797.42 (Voucher List 12h)

January 12, 2026

Check #202089 totaling \$865.15 (Voucher List 13c)

January 13, 2026

Checks #202090-202143 totaling \$139,558.67 (Voucher List 13d)

**Payroll**

Semi

Direct Deposit: #75229-75411 \$478,698.65

Checks #103777-103789 \$572,592.28

EFT #1951, 1954-1959 \$182,016.32

\$1,233,307.25

Semi

Direct Deposit: #75412-75585 \$465,154.29

Checks #103790-103797 \$87,245.18

EFT #1960-1962, #1964-1965 \$171,254.78

\$723,654.25

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

1. voucher list - 12g
2. voucher list - 12h
3. voucher list - 13b
4. voucher list - 13c
5. voucher list - 13d

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202014	12/31/2025	0000483 360 PROPERTY MANAGEMENT	Ref000324128		UB Refund Cst #00185051	89.69
					<b>Total :</b>	<b>89.69</b>
202015	12/31/2025	0002055 4IMPRINT, INC	14274791		BRANDED BOTTLES, CLIPS, MINI-E	1,989.98
					<b>Total :</b>	<b>1,989.98</b>
202016	12/31/2025	0000007 AA ELECTRIC	16069		PD GUN RANGE WORK	1,213.06
					<b>Total :</b>	<b>1,213.06</b>
202017	12/31/2025	0005405 AGRICULTURE, UNITED STATES DEPT	3005506120		PERSONNEL COMP, PROGRAM SU	159.28
					<b>Total :</b>	<b>159.28</b>
202018	12/31/2025	0000781 ALBERTSON/SAFEWAY COMPANIES	727408-120425-0402 728734-120825-3427 800105-121125-0402		CREDIT CARD PURCHASES CREDIT CARD PURCHASES CREDIT CARD PURCHASES	50.65 51.71 59.98
					<b>Total :</b>	<b>162.34</b>
202019	12/31/2025	0010560 ALL PRO BUILDING MAINTENANCE	57911		CARPET CLEANING	1,650.00
					<b>Total :</b>	<b>1,650.00</b>
202020	12/31/2025	0007839 ASHLEY'S DESIGN & LETTERMAN	106140		SCREEN PRINTING ITEMS	328.09
					<b>Total :</b>	<b>328.09</b>
202021	12/31/2025	0004733 BARRON HEATING & AIR COND, INC	515475230 515476976 515480749		HVAC REPAIR/MAINTENANCE HVAC REPAIR/MAINTENANCE HVAC REPAIR/MAINTENANCE	4,011.20 2,784.95 1,313.45
					<b>Total :</b>	<b>8,109.60</b>
202022	12/31/2025	0011889 BEECH, ALEXANDER JOSEPH	Ref000324129		UB Refund Cst #00185267	24.66
					<b>Total :</b>	<b>24.66</b>
202023	12/31/2025	0003980 BHC CONSULTANTS	0024042		STORMWATER POLLUTION PREVE	14,249.90
					<b>Total :</b>	<b>14,249.90</b>
202024	12/31/2025	0011817 CARL'S MOWER AND SAW INC	421973		LDU MODULE	639.97
					<b>Total :</b>	<b>639.97</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202025	12/31/2025	0011887 CARTER, JUANITA	Ref000324126		UB Refund Cst #00175923	209.93
<b>Total :</b>						<b>209.93</b>
202026	12/31/2025	0000150 CASCADE NATURAL GAS	29422484906		NATURAL GAS	21.20
<b>Total :</b>						<b>21.20</b>
202027	12/31/2025	0011891 CHABALA, MIKE	Ref000324132		UB Refund Cst #00186547	660.38
<b>Total :</b>						<b>660.38</b>
202028	12/31/2025	0010690 CLEARSTAR, INC	1566559		EMPLOYEE SCREENING	1,977.85
<b>Total :</b>						<b>1,977.85</b>
202029	12/31/2025	0011886 CONE, WALTER R	Ref000324125		UB Refund Cst #00124551	305.31
<b>Total :</b>						<b>305.31</b>
202030	12/31/2025	0009091 CROUCHER, DUSTIN	12312025		REIMBURSEMENT - TUITION	1,189.84
<b>Total :</b>						<b>1,189.84</b>
202031	12/31/2025	0000217 CUES, INC	970059803		WM310 WHEEL KIT	1,499.74
<b>Total :</b>						<b>1,499.74</b>
202032	12/31/2025	0000222 CUSTOM ENGRAVING	25-342		PLAQUE: WOESSNER	73.98
<b>Total :</b>						<b>73.98</b>
202033	12/31/2025	0000247 DIAMOND SITE SERVICES	1-617710-51 1-635581-27		PORTABLES RENTAL - MARINA PORTABLES RENTAL - SUMNER PA	180.00 180.00
<b>Total :</b>						<b>360.00</b>
202034	12/31/2025	0000028 DICOHEA LLC, DBA ALL ISLAND LOCK 101881			DUPLICATE KEY - QTY 19	82.30
<b>Total :</b>						<b>82.30</b>
202035	12/31/2025	0006984 ECOLUBE RECOVERY, LLC	3504121225		ANTIFREEZE - EXT LIFE YELLOW	363.30
<b>Total :</b>						<b>363.30</b>
202036	12/31/2025	0011543 EUROFINS ENVIRONMENT TESTING, N 1500004681			ROUTINE MONTHLY COMPLIANCE	156.00
<b>Total :</b>						<b>156.00</b>
202037	12/31/2025	0002900 FASTENAL	WAANA165572		NUTS, BOLTS & WASHERS	303.76

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202037	12/31/2025	0002900 0002900 FASTENAL			(Continued)	<b>Total : 303.76</b>
202038	12/31/2025	0000326 FRONTIER BUILDING SUPPLY	1391481		TREATED LUMBER	111.12
						<b>Total : 111.12</b>
202039	12/31/2025	0002747 GUARDIAN SECURITY	1684229		GUN RANGE FIRE PERMIT #2515-0	196.20
						<b>Total : 196.20</b>
202040	12/31/2025	0000362 HACH COMPANY-MARSH-MCBIRNEY	14797090		SENSOR CAP REPLACEMENT QTY	511.43
						<b>Total : 511.43</b>
202041	12/31/2025	0000382 HELTSLEY, RAY	12262025		DENTAL WORK	300.00
						<b>Total : 300.00</b>
202042	12/31/2025	0011885 HOBSON, JOAN	Ref000324124		UB Refund Cst #00123314	169.96
						<b>Total : 169.96</b>
202043	12/31/2025	0003095 HOME DEPOT CREDIT SERVICES	0028121		CREDIT CARD PURCHASES	200.25
			1524076		CREDIT CARD PURCHASES	6.00
			2610969		CREDIT CARD PURCHASES	791.29
			2611033		CREDIT CARD PURCHASES	19.54
			2614636		CREDIT CARD PURCHASES	40.26
			2625384		CREDIT CARD PURCHASES	53.34
			2625386		CREDIT CARD PURCHASES	128.87
			2904535		CREDIT CARD PURCHASES	485.78
			3514309		CREDIT CARD PURCHASES	228.83
			3522588		CREDIT CARD PURCHASES	19.14
			3610940		CREDIT CARD PURCHASES (DOCK	428.08
			4020835		CREDIT CARD PURCHASES	357.05
			5012514		CREDIT CARD PURCHASES	62.50
			5041385		CREDIT CARD PURCHASES	107.82
			5041386		CREDIT CARD PURCHASES	56.58
			5083331		CREDIT CARD PURCHASES	-59.78
			6021661		CREDIT CARD PURCHASES	140.61
			6028544		CREDIT CARD PURCHASES	65.20
			6513003		CREDIT CARD PURCHASES	66.37
			6513004		CREDIT CARD PURCHASES	78.36
			6514946		CREDIT CARD PURCHASES	39.84

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202043	12/31/2025	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			6514947		CREDIT CARD PURCHASES	8.14
			6520769		CREDIT CARD PURCHASES	86.11
			7021482		CREDIT CARD PURCHASES	67.54
			7520629		CREDIT CARD PURCHASES	133.96
			7615196		CREDIT CARD PURCHASES	19.25
			8514795		CREDIT CARD PURCHASES	54.43
			8523266		CREDIT CARD PURCHASES	43.47
			8611390		CREDIT CARD PURCHASES	173.20
			8615065		CREDIT CARD PURCHASES	83.83
			8615080		CREDIT CARD PURCHASES	53.16
			9120429		CREDIT CARD PURCHASES	21.77
					<b>Total :</b>	<b>4,060.79</b>
202044	12/31/2025	0000396 I-COM	1QTR26-08		1ST QTR 2026 USER FEES	130,728.00
					<b>Total :</b>	<b>130,728.00</b>
202045	12/31/2025	0000401 ISLAND COUNTY AUDITOR	B0038576		2025 GENERAL ELECTION	10,337.64
					<b>Total :</b>	<b>10,337.64</b>
202046	12/31/2025	0000411 ISLAND COUNTY TREASURER	12232025		1ST QTR JOINT EXPENSES	72,883.40
					<b>Total :</b>	<b>72,883.40</b>
202047	12/31/2025	0000412 ISLAND COUNTY TREASURER	Q4 2025		Q4 2025 ICJT FUND CONTRIBUTIOI	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
202048	12/31/2025	0007910 ISLAND DIVE SERVICE	3757		SEARCH/RECOVERY DIVE SERVIC	358.01
					<b>Total :</b>	<b>358.01</b>
202049	12/31/2025	0000454 JET CITY EQUIPMENT RENTAL	54223		DUMP - DIRTY BRUSH & STUMP	43.52
			54231		DUMP - BRUSH & STUMP	43.52
			54234		DUMP - BRUSH & STUMP	43.52
			54236		DUMP - BRUSH & STUMP	43.52
			54238		DUMP - BRUSH & STUMP	43.52
					<b>Total :</b>	<b>217.60</b>
202050	12/31/2025	0006362 KBA, INC	3009971		PROJ: 02402001 NE 7TH AVE	2,223.15

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202050	12/31/2025	0006362 0006362 KBA, INC	(Continued)			<b>Total : 2,223.15</b>
202051	12/31/2025	0011633 KBT DISTRIBUTING LLC	0014181-IN		GAS & DIESEL	5,115.26
						<b>Total : 5,115.26</b>
202052	12/31/2025	0011451 KIMLEY-HORN ASSOCIATES, INC.	34227052		OAK HARBOR COMP PLAN	908.78
						<b>Total : 908.78</b>
202053	12/31/2025	0011890 KOELBL, AMANDA/JASON	Ref000324131		UB Refund Cst #00186347	153.50
						<b>Total : 153.50</b>
202054	12/31/2025	0010429 LANDIA, INC	16576		OIL LANDIA GEAR SYN 220	281.22
						<b>Total : 281.22</b>
202055	12/31/2025	0000979 LES SCHWAB	41400818108		RETREAD INSTALLATION PACKAGE	3,754.65
						<b>Total : 3,754.65</b>
202056	12/31/2025	0000530 MAILLIARD'S LANDING NURSERY	393237		ACCT #1344 - YARD WASTE	20.00
			393247		ACCT #1344 - YARD WASTE	20.00
			393254		ACCT #1344 - YARD WASTE	15.00
			393336		ACCT #1344 - YARD WASTE	15.00
			393341		ACCT #1344 - YARD WASTE	15.00
			393351		ACCT #1344 - YARD WASTE	20.00
			393361		ACCT #1344 - YARD WASTE	10.00
			393366		ACCT #1344 - YARD WASTE	20.00
			393371		ACCT #1344 - YARD WASTE	20.00
			393385		ACCT #1344 - YARD WASTE	15.00
			393399		ACCT #1344 - YARD WASTE	20.00
			393407		ACCT #1344 - YARD WASTE	15.00
						<b>Total : 205.00</b>
202057	12/31/2025	0011594 MARLIN LEASING CORPORATION	41289722		CONTRACT 101-4121532-001	159.81
						<b>Total : 159.81</b>
202058	12/31/2025	0006072 MASTER'S TOUCH, LLC	98460		MAILING SERVICES: LATE NOTICE	445.17
			98498		MAILING SERVICES: MONTHLY UTI	2,744.85
			P98460		POSTAGE	684.14
			P98498		POSTAGE	3,634.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202058	12/31/2025	0006072 0006072 MASTER'S TOUCH, LLC	(Continued)			<b>Total : 7,508.56</b>
202059	12/31/2025	0005266 MOFFATT & NICHOL ENGINEERS	00805690		MARINA DREDGING 222237 - THRU	2,997.50
						<b>Total : 2,997.50</b>
202060	12/31/2025	0003176 NATIONAL SAFETY, INC	0775866-IN 0776158-IN 0776324-IN		HI-VIS GEAR; GLOVES BOOTS BOOTS	978.20 44.82 50.41
						<b>Total : 1,073.43</b>
202061	12/31/2025	0000698 P & L GENERAL CONTRACTORS	6681		FIRE DEPARTMENT TRAINING TOW	27,994.48
						<b>Total : 27,994.48</b>
202062	12/31/2025	0001218 PBY MEMORIAL FOUNDATION	45		LTAC GRANT FUNDING	2,380.00
						<b>Total : 2,380.00</b>
202063	12/31/2025	0011888 POWELL, DAMON	Ref000324127		UB Refund Cst #00184050	175.91
						<b>Total : 175.91</b>
202064	12/31/2025	0000743 PUGET SOUND ENERGY	220010389959		ELECTRICITY	36,541.51
						<b>Total : 36,541.51</b>
202065	12/31/2025	0011786 RITE AID MS #18 STORE #5247	Ref000324130		UB Refund Cst #00186329	26.38
						<b>Total : 26.38</b>
202066	12/31/2025	0000791 SCHEER, KEVIN	12202025		COASTAL COUNTRY REIMBURSEM	300.00
						<b>Total : 300.00</b>
202067	12/31/2025	0007828 SKAGIT PUBLISHING	COH0007		ACTIVITY GUIDE PRINTING	4,346.40
						<b>Total : 4,346.40</b>
202068	12/31/2025	0000846 SOUND PUBLISHING, INC	WNT1023720		CITY NOTICES	66.00
						<b>Total : 66.00</b>
202069	12/31/2025	0003883 STAPLES BUSINESS ADVANTAGE	6050925762		OFFICE SUPPLY PURCHASES	69.99
						<b>Total : 69.99</b>
202070	12/31/2025	0000863 STERKEL, TIMOTHY	12272025a		MEDICARE REIMBURSEMENT OCT	777.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202070	12/31/2025	0000863 STERKEL, TIMOTHY	(Continued) 12272025b		REIMBURSEMENT - DENTAL SERVI	102.90
					<b>Total :</b>	<b>879.90</b>
202071	12/31/2025	0000874 SURETY PEST CONTROL	277966275 277967759		PEST CTRL - FIRE DEPT PEST CTRL - 75 SE JEROME	104.64 56.68
					<b>Total :</b>	<b>161.32</b>
202072	12/31/2025	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	51069 51539		INSTALL EMERGENCY EQUIPMENT R&R AUTO-EJECT SHORE POWER	32,776.73 4,230.22
					<b>Total :</b>	<b>37,006.95</b>
202073	12/31/2025	0001938 TECHNICAL SYSTEMS, INC	P25-037A-003		WATER SYSTEM TELEMETRY UPG	12,591.25
					<b>Total :</b>	<b>12,591.25</b>
202074	12/31/2025	0011310 TRAFFIX DEVICES, INC., DBA VIZCON	4092937		ROLL UP SIGNS	726.82
					<b>Total :</b>	<b>726.82</b>
202075	12/31/2025	0000986 TRANSPORTATION, WASHINGTON STA RE-313-ATB51118142			OCT 2025 - EQL EMPLYMT OPP/MIN	44.24
					<b>Total :</b>	<b>44.24</b>
202076	12/31/2025	0000940 UNIVAR USA, INC	53541606		CAUSTIC SODA 25%	7,932.92
					<b>Total :</b>	<b>7,932.92</b>
202077	12/31/2025	0001039 WESTERN TRUCK CENTER, DBA DOBE	026P79820		OIL/FUEL FILTERS	416.72
					<b>Total :</b>	<b>416.72</b>
202078	12/31/2025	0001000 WHIDBEY AUTO PARTS, INC.	064224 066158 066325 066326 066345 066395 066421 066472 066606		AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS	75.93 156.93 5.55 17.82 33.29 7.10 5.23 23.27 24.76
					<b>Total :</b>	<b>349.88</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202079	12/31/2025	0004185 WHIDBEY SEATAC SHUTTLE	WSSC-25-0039		SHUTTLE SERVICE	3,324.51
<b>Total :</b>						<b>3,324.51</b>
202080	12/31/2025	0010723 ZACHOR, STOCK & KREPPS INC	25-OAK-00012		DEC 25 PROSECUTION SVCS	13,000.00
<b>Total :</b>						<b>13,000.00</b>
202081	12/31/2025	0000355 ZIPLY FIBER	253-007-9244		CURRENT PHONE CHARGES - PW	243.81
			360-675-1286		CURRENT PHONE CHARGES - PW	102.40
			360-675-5190		CURRENT PHONE CHARGES	140.54
<b>Total :</b>						<b>486.75</b>
<b>68 Vouchers for bank code : bank</b>						<b>Bank total : 433,897.10</b>
<b>68 Vouchers in this report</b>						<b>Total vouchers : 433,897.10</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
312	12/18/2025	0004903 US BANK	0396 11.25.25		CREDIT CARD PURCHASES	1,182.86
			1261 11.25.25		CREDIT CARD PURCHASES	887.85
			1938 11.25.25		CREDIT CARD PURCHASES	42.64
			2132 11.25.25		CREDIT CARD PURCHASES	750.95
			2538 11.25.25		CREDIT CARD PURCHASES	134.20
			3043 11.25.25		CREDIT CARD PURCHASES	187.67
			3788 11.25.25		CREDIT CARD PURCHASES	408.05
			4274 11.25.25		SPOTIFY	13.07
			4495 11.25.25		CREDIT CARD PURCHASES	670.55
			4863 11.25.25		CREDIT CARD PURCHASES	1,582.53
			5967 11.25.25		CREDIT CARD PURCHASES	100.00
			7138 11.25.25		CREDIT CARD PURCHASES	87.20
			8630 11.25.25		CREDIT CARD PURCHASES	2,949.36
			9781 11.25.25		CREDIT CARD PURCHASES	3,167.19
					<b>Total :</b>	<b>12,164.12</b>
313	1/8/2026	0007998 GOOD TO GO	149093363		TOLL - PLATE #78212D	5.00
					<b>Total :</b>	<b>5.00</b>
314	12/26/2025	0007998 GOOD TO GO	147079713		TOLL - PLATE #81683D	6.50
					<b>Total :</b>	<b>6.50</b>
315	12/23/2025	0011596 MARLIN LEASING CORPORATION	41352689		CONTRACT 471-4121532-005	747.96
					<b>Total :</b>	<b>747.96</b>
316	12/23/2025	0011599 MARLIN LEASING CORPORATION	41289723		CONTRACT 471-4121532-002	173.09
					<b>Total :</b>	<b>173.09</b>
317	12/29/2025	0000960 REVENUE, WASHINGTON STATE DEPT	11302025		EXCISE TAX	65,700.75
					<b>Total :</b>	<b>65,700.75</b>
<b>6 Vouchers for bank code : bank</b>						<b>Bank total : 78,797.42</b>
<b>6 Vouchers in this report</b>						<b>Total vouchers : 78,797.42</b>

vchlist  
01/08/2026 1:44:13PM

Voucher List  
City of Oak Harbor

Page: 2

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Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202083	12/31/2025	0009166 BROADWAY SPORTS & INTERNAL MED	21629247		ANNUAL MED EXAM: BRODT	215.77
			21629274		ANNUAL MED EXAM: CARROLL	215.77
			21629460		ANNUAL MED EXAM: MCCALMONT	679.00
					<b>Total :</b>	<b>1,110.54</b>
202084	12/31/2025	0002227 LABORATORY CORPORATION OF	30690818		ANNUAL MED EXAM: MCCALMONT	189.11
					<b>Total :</b>	<b>189.11</b>
202085	12/31/2025	0000221 LN CURTIS & SONS	INV1018557		PORTABLE INSTRUMENT PARTS	9,156.83
					<b>Total :</b>	<b>9,156.83</b>
202086	12/31/2025	0000743 PUGET SOUND ENERGY	12082025		ELECTRICITY	1,658.55
			300000007421		ELECTRICITY	15,243.71
					<b>Total :</b>	<b>16,902.26</b>
202087	12/31/2025	0000816 WEX BANK	109522324		MONTHLY CARD CHARGE	14.00
					<b>Total :</b>	<b>14.00</b>
202088	12/31/2025	0001037 WORK OUTFITTERS	62699		CLOTHING ALLOWANCE: B VON H/	300.00
					<b>Total :</b>	<b>300.00</b>
<b>6 Vouchers for bank code : bank</b>						<b>Bank total : 27,672.74</b>
<b>6 Vouchers in this report</b>						<b>Total vouchers : 27,672.74</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202089	1/12/2026	0000349 GRAINGER	9489854217		EAR PLUG REFILL, BRISTLE DISC	502.20	
			9490929859		90 ELBOW QTY 3	110.79	
			9490929867		COUPLING	105.60	
			9496216921		INNER CV JOINT PULLER	146.56	
					<b>Total :</b>	<b>865.15</b>	
1 Vouchers for bank code : bank						<b>Bank total :</b>	<b>865.15</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>865.15</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202090	1/13/2026	0000007 AA ELECTRIC	16088 16089		PD GATE WORK METER BASE REPLACEMENT	174.40 2,387.96 <b>Total : 2,562.36</b>
202091	1/13/2026	0010881 ASTOUND BUSINESS SOLUTIONS	128008701-0011952 128947501-0011952		INTERNET INTERNET	807.84 1,615.68 <b>Total : 2,423.52</b>
202092	1/13/2026	0004733 BARRON HEATING & AIR COND, INC	515467454 515478165 518498879		HVAC REPAIR/MAINTENANCE HVAC REPAIR/MAINTENANCE HVAC REPAIR/MAINTENANCE	1,803.95 2,049.20 815.75 <b>Total : 4,668.90</b>
202093	1/13/2026	0000173 CINTAS CORPORATION #3	4253772053 4254584558		UNIFORM RENTAL UNIFORM RENTAL	642.81 685.02 <b>Total : 1,327.83</b>
202094	1/13/2026	0010690 CLEARSTAR, INC	1567486		EMPLOYEE SCREENING	364.71 <b>Total : 364.71</b>
202095	1/13/2026	0000188 CODE PUBLISHING COMPANY	GCI0019197		MUNICIPAL CODE - WEB UPDATE	135.00 <b>Total : 135.00</b>
202096	1/13/2026	0011538 CRYSTAL SPRINGS	24712216 123125		COOLER RENTAL	29.40 <b>Total : 29.40</b>
202097	1/13/2026	0008263 CURTIS BLUE LINE	INV1022264 INV1024399		LT KRYSINSKI UNIFORMS COMMAND STAFF UNIFORMS	512.19 279.03 <b>Total : 791.22</b>
202098	1/13/2026	0000247 DIAMOND SITE SERVICES	1-617711-51 1-644398-11 1-645215-9		PORTABLES RENTAL - TECHNICAL PORTABLE RENTAL - HOLLAND GA PORTABLES RENTAL - KOETJE PAF	180.00 225.00 180.00 <b>Total : 585.00</b>
202099	1/13/2026	0011543 EUROFINS ENVIRONMENT TESTING, N	1500004583 1500004853		BIOSOLIDS TESTING (CM) ROUTINE MONTHLY COMPLIANCE	-70.00 156.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202099	1/13/2026	0011543	0011543 EUROFINS ENVIRONMENT TESTIN (Continued)			<b>Total : 86.00</b>
202100	1/13/2026	0000314	FISHERIES SUPPLY COMPANY	7330851	WORK BOOTS	122.66
						<b>Total : 122.66</b>
202101	1/13/2026	0000937	FREIGHTLINER NORTHWEST	PC302192268:01 PC302193392:01 SR302036545:01	EXH RCN COOLER KIT RETURN NOS SENSOR TROUBLESHOOTING INTERMITTEN	-1,825.49 1,022.62 1,103.02
						<b>Total : 300.15</b>
202102	1/13/2026	0000326	FRONTIER BUILDING SUPPLY	1392745	GALV. THREADED RODS	194.18
						<b>Total : 194.18</b>
202103	1/13/2026	0000329	GALLS	033463460 033579306	BRASS NAMEPLATE QTY: 2 BRASS NAMEPLATE QTY:2 (CM)	31.10 -23.48
						<b>Total : 7.62</b>
202104	1/13/2026	0004048	GEOTEST SERVICES, INC	106861	OAK HARBOR FIRE STATION #82	1,379.00
						<b>Total : 1,379.00</b>
202105	1/13/2026	0011530	GOOD GARDEN FILM	12292025 12292025b	LTAC GRANT LTAC GRANT	1,112.32 1,500.00
						<b>Total : 2,612.32</b>
202106	1/13/2026	0002747	GUARDIAN SECURITY	1684401	ALARM MONITORING	201.66
						<b>Total : 201.66</b>
202107	1/13/2026	0011633	KBT DISTRIBUTING LLC	0014197-IN 0014247-IN 0014252-IN 0014302-IN	GAS & DIESEL GAS & DIESEL GAS & DIESEL GAS & DIESEL	5,771.79 35,855.77 5,083.51 4,025.80
						<b>Total : 50,736.87</b>
202108	1/13/2026	0000476	KERR, JACK	12-25	PUBLIC DEFENSE SCREENING - DE	1,700.00
						<b>Total : 1,700.00</b>
202109	1/13/2026	0008162	KRYSINSKI, MATTHEW	12312025a 12312025b	TRAVEL-FL - APPLICANT BACK. CH UNIFORM SHOES	192.54 68.64

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202109	1/13/2026	0008162 0008162 KRYSINSKI, MATTHEW	(Continued)		<b>Total :</b>	<b>261.18</b>
202110	1/13/2026	0000530 MAILLIARD'S LANDING NURSERY	393434		ACCT #1344 - YARD WASTE	10.00
			393438		ACCT #1344 - YARD WASTE	15.00
			393440		ACCT #1344 - YARD WASTE	10.00
			393451		ACCT #1344 - YARD WASTE	10.00
			393452		ACCT #1344 - YARD WASTE	10.00
			393534		ACCT #1344 - YARD WASTE	15.00
			393579		ACCT #1344 - YARD WASTE	20.00
			393596		ACCT #1344 - YARD WASTE	20.00
			393607		ACCT #1344 - YARD WASTE	20.00
			393769		ACCT #1344 - YARD WASTE	10.00
			393810		ACCT #1344 - YARD WASTE	20.00
			393832		ACCT #1344 - YARD WASTE	20.00
			393853		ACCT #1344 - YARD WASTE	20.00
			393953		ACCT #1344 - YARD WASTE	15.00
			393960		ACCT #1344 - YARD WASTE	15.00
			393978		ACCT #1344 - YARD WASTE	20.00
			394018		ACCT #1344 - YARD WASTE	15.00
			394028		ACCT #1344 - YARD WASTE	15.00
			394078		ACCT #1344 - YARD WASTE	85.00
					<b>Total :</b>	<b>365.00</b>
202111	1/13/2026	0007306 MASSEY, MEG	12262025		OHPD CLOTHING ALLOWANCE	111.92
					<b>Total :</b>	<b>111.92</b>
202112	1/13/2026	0011460 MATIA CONTRACTORS, INC.	FINAL		CONTRACT PAYMENT HELD IN ERF	7,245.25
					<b>Total :</b>	<b>7,245.25</b>
202113	1/13/2026	0000589 MRSC	77148		BIDDING AND OTHER FEES	4,075.00
					<b>Total :</b>	<b>4,075.00</b>
202114	1/13/2026	0003176 NATIONAL SAFETY, INC	0777049-IN		HI-VIS JACKET & OVERALLS	481.64
					<b>Total :</b>	<b>481.64</b>
202115	1/13/2026	0000676 OAK HARBOR POLICE DEPARTMENT	12312025		OHPD PETTY CASH	13.08
					<b>Total :</b>	<b>13.08</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202116	1/13/2026	0002292 OAK HARBOR SENIOR CENTER, FOUN	OHSCF12.13.2025		2025 WEARABLE ART PARTNER	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
202117	1/13/2026	0011431 OLBRECHTS AND ASSOCIATES PLLC	OCTOBER 2025		HEARING EXAMINER SERVICES - C	1,778.50
					<b>Total :</b>	<b>1,778.50</b>
202118	1/13/2026	0000089 OWEN EQUIPMENT COMPANY	00121688		SUPPORT PLATE	291.23
					<b>Total :</b>	<b>291.23</b>
202119	1/13/2026	0011648 PLANIT GEO INC.	QB INV-25070 QB INV-25092		PROJECT MANAGEMENT PROJECT MANAGEMENT	964.00 5,024.07
					<b>Total :</b>	<b>5,988.07</b>
202120	1/13/2026	0011303 POWERDMS, INC.	INV-150691		POWERSTANDARDS FOR WASPC I	599.50
					<b>Total :</b>	<b>599.50</b>
202121	1/13/2026	0002881 PUBLIC SAFETY TESTING	PST25-1571		SUBSCRIPTION FEES - Q4	525.00
					<b>Total :</b>	<b>525.00</b>
202122	1/13/2026	0011492 RAFFERTY, SEAN	12102025		REIMBURSEMENT - VEHICLE CHAF	9.55
					<b>Total :</b>	<b>9.55</b>
202123	1/13/2026	0000774 ROGERS MACHINERY COMPANY, INC	1502247 1502248		COMPRESSOR REPAIR/SERVICE SERVICE & REPAIR/MISC MATERIA	1,160.93 2,417.62
					<b>Total :</b>	<b>3,578.55</b>
202124	1/13/2026	0000801 SEA WESTERN, INC	INV49826		HAIX AIRPOWER	420.96
					<b>Total :</b>	<b>420.96</b>
202125	1/13/2026	0010250 SIMPLY YARDS	63691		CWF MONTHLY LANDSCAPE MAIN	1,398.83
					<b>Total :</b>	<b>1,398.83</b>
202126	1/13/2026	0000814 SKAGIT FARMERS SUPPLY	618381		CREDIT ACCT 682101	43.58
					<b>Total :</b>	<b>43.58</b>
202127	1/13/2026	0003883 STAPLES BUSINESS ADVANTAGE	6050925763 6051425528		DESK PADS, SHARPIES, NOTE PAC WHITE COVER STOCK QTY 2	270.19 18.27

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202127	1/13/2026	0003883	0003883 STAPLES BUSINESS ADVANTAGE (Continued)			<b>Total : 288.46</b>
202128	1/13/2026	0005786	STOWES SHOES & CLOTHING	6322756	CLOTHING/BOOTS: BAILEY	203.25
						<b>Total : 203.25</b>
202129	1/13/2026	0009834	SUNBELT RENTALS, INC	175740192-0003	SKIDSTEER/TRAILER RENTAL	2,928.52
						<b>Total : 2,928.52</b>
202130	1/13/2026	0000874	SURETY PEST CONTROL	277966844 277966845 277966846 277966847 277967760 294367806	PEST CTRL - CITY BEACH PARK (PI PEST CTRL - CATALINA PARK (PIPE PEST CTRL - CITY BEACH WEST (P PEST CTRL - MARINA PEST CTRL - CLEAN WATER FACILI PEST CTRL - MARINA	85.02 59.95 83.93 70.85 82.84 315.01
						<b>Total : 697.60</b>
202131	1/13/2026	0000414	THE PERFECT FIT	740 740b	TAILORING SERVICES - NOVEMBEI TAILORING SERVICES - DECEMBEI	98.10 465.43
						<b>Total : 563.53</b>
202132	1/13/2026	0010226	THE WANDERLUST GROUP, INC.	17151	DOCKWA MODULE 12/25-12/26	13,080.00
						<b>Total : 13,080.00</b>
202133	1/13/2026	0009169	THOMAS, GERI	01052026	DEC SITE MANAGING SERVICES	420.00
						<b>Total : 420.00</b>
202134	1/13/2026	0000287	TYLER TECHNOLOGIES, INC	045-543713 045-548260 045-548871	ERP MIGRATION PROJECT ERP MIGRATION PROJECT ERP MIGRATION PROJECT	6,904.00 4,360.00 1,600.00
						<b>Total : 12,864.00</b>
202135	1/13/2026	0000922	UNUM LIFE INSURANCE COMPANY	0220603-0256	LONG TERM CARE - JANUARY 2026	1,202.16
						<b>Total : 1,202.16</b>
202136	1/13/2026	0011373	VESTIS SERVICES, LLC	6560685204 6560688097 6560688914 6560688915	UNDER PAYMENT NOTED ON STAT UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL	0.01 93.33 21.49 26.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202136	1/13/2026	0011373 VESTIS SERVICES, LLC	(Continued)			
			6560688916		UNIFORM RENTAL	41.12
			6560688917		UNIFORM RENTAL	16.34
			6560688918		UNIFORM RENTAL	22.57
			6560688919		UNIFORM RENTAL	18.74
			6560688920		UNIFORM RENTAL	16.34
			6560688930		MAT NYLON/RUBBER	21.80
			6560691910		UNIFORM RENTAL	93.33
			6560692580		UNIFORM RENTAL	21.49
			6560692581		UNIFORM RENTAL	26.12
			6560692582		UNIFORM RENTAL	41.12
			6560692583		UNIFORM RENTAL	16.34
			6560692584		UNIFORM RENTAL	22.57
			6560692585		UNIFORM RENTAL	18.74
			6560692586		UNIFORM RENTAL	16.34
					<b>Total :</b>	<b>533.91</b>
202137	1/13/2026	0003067 WAIF	1477		DEC 2025 CITY CONTRACT W/ WAI	5,021.67
					<b>Total :</b>	<b>5,021.67</b>
202138	1/13/2026	0000978 WALLACE, RICHARD	12312025		LEOFF 1 MEDICARE CO-PAY OCT-I	555.00
					<b>Total :</b>	<b>555.00</b>
202139	1/13/2026	0001052 WASHINGTON STATE PATROL	12603348		BACKGROUND CHECKS - DECEMB	177.00
					<b>Total :</b>	<b>177.00</b>
202140	1/13/2026	0000995 WEST, GARY	12292025		REIMBURSE DENTAL WORK	225.00
					<b>Total :</b>	<b>225.00</b>
202141	1/13/2026	0007094 WESTERN EQUIPMENT, INC	011490 INV130176		STATEMENT CREDIT- APPLY TO IN' O RINGS QTY 10	-18.00 75.03
					<b>Total :</b>	<b>57.03</b>
202142	1/13/2026	0001039 WESTERN TRUCK CENTER, DBA DOBE	026P79481		SEAL, SEAL BULB	59.25
					<b>Total :</b>	<b>59.25</b>
202143	1/13/2026	0001017 WHIDBEY PRINTERS	52888 52889		BUSINESS CARDS - SLOWIK/BARTO BUSINESS CARDS -BARTON/SOPT	106.82 160.23

Bank code : bank

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
202143	1/13/2026	0001017	0001017 WHIDBEY PRINTERS		(Continued)	<b>Total : 267.05</b>
<b>54 Vouchers for bank code : bank</b>						<b>Bank total : 139,558.67</b>
<b>54 Vouchers in this report</b>						<b>Total vouchers : 139,558.67</b>

**Subject:** Adopting a Revised City Council Calendar for 2026  
**Submitted By:** Julie Nester, City Clerk

**RECOMMENDED ACTION**

Motion to adopt a revised City Council calendar for 2026.

**BACKGROUND / SUMMARY INFORMATION**

At their Special Meeting City Council Retreat of January 8, 2026, the Council discussed adding a second workshop meeting to their calendar each month. The Council's rationale for adding a second workshop is to provide more opportunities for staff presentations to the Council in order to facilitate discussion and answer questions in advance of an item's presentation at a regular meeting.

The Council may cancel any meeting if noticed a minimum of twenty-four (24) hours in advance.

The Council has seldom held any meetings or workshops during the week of the Christmas holiday. However, under this revised calendar, a workshop would fall during that week. As noted above, the Council may determine to cancel that workshop if they so choose.

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

The City Council adopted the initial 2026 calendar at their meeting of November 5, 2025.

**ATTACHMENTS**

1. City Council Annual Calendar 2026 Revised 01.20.26

# City Council Calendar 2026

- Holiday Closures
- City Council Meeting
- CC Agenda Bills & Presentations due
- City Council Workshop
- CC Workshop Summary Statement & Presentations due
- Other Important Dates
- 2 Week Submittal Deadline for Legal Review

JANUARY							Notes	FEBRUARY							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
28	29	30	31	1	2	3	New Year's Day 1/1	1	2	3	4	5	6	7	
4	5	6	7	8	9	10	City Council Retreat	8	9	10	11	12	13	14	
11	12	13	14	15	16	17	MLK Jr. Day 1/19	15	16	17	18	19	20	21	President's Day 2/16
18	19	20	21	22	23	24	AWC City Action Days 1/21-22	22	23	24	25	26	27	28	
25	26	27	28	29	30	31		1	2	3	4	5	6	7	
MARCH							Notes	APRIL							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
1	2	3	4	5	6	7		29	30	31	1	2	3	4	
8	9	10	11	12	13	14		5	6	7	8	9	10	11	
15	16	17	18	19	20	21	NLC Congressional Conf. 3/16-18	12	13	14	15	16	17	18	
22	23	24	25	26	27	28		19	20	21	22	23	24	25	
29	30	31	1	2	3	4		26	27	28	29	30	1	2	
MAY							Notes	JUNE							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
26	27	28	29	30	1	2		31	1	2	3	4	5	6	
3	4	5	6	7	8	9	Filing Deadline 5/8	7	8	9	10	11	12	13	
10	11	12	13	14	15	16		14	15	16	17	18	19	20	Juneteenth 6/19
17	18	19	20	21	22	23		21	22	23	24	25	26	27	AWC Annual Conf 6/23-26
24	25	26	27	28	29	30	Memorial Day 5/25	28	29	30	1	2	3	4	
31															
JULY							Notes	AUGUST							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
28	29	30	1	2	3	4	Independence Day 7/4	26	27	28	29	30	31	1	
5	6	7	8	9	10	11	observed on 7/3	2	3	4	5	6	7	8	National Night Out 8/4 and Primary Election Day
12	13	14	15	16	17	18		9	10	11	12	13	14	15	
19	20	21	22	23	24	25		16	17	18	19	20	21	22	
26	27	28	29	30	31	1		23	24	25	26	27	28	29	
								30	31	1	2	3	4	5	
SEPTEMBER							Notes	OCTOBER							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
30	31	1	2	3	4	5		27	28	29	30	1	2	3	
6	7	8	9	10	11	12	Labor Day 9/7	4	5	6	7	8	9	10	
13	14	15	16	17	18	19		11	12	13	14	15	16	17	
20	21	22	23	24	25	26		18	19	20	21	22	23	24	
27	28	29	30	1	2	3		25	26	27	28	29	30	31	
NOVEMBER							Notes	DECEMBER							Notes
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
1	2	3	4	5	6	7	Election Day 11/3	29	30	1	2	3	4	5	
8	9	10	11	12	13	14	Veterans Day 11/11	6	7	8	9	10	11	12	
15	16	17	18	19	20	21		13	14	15	16	17	18	19	
22	23	24	25	26	27	28	Thanksgiving 11/26 Day After 11/27	20	21	22	23	24	25	26	Christmas Day 12/25
29	30	1	2	3	4	5		27	28	29	30	31	1	2	

**Subject:** Purchasing Policy and Procedures Updates 2026  
**Submitted By:** Sandra Place, Administration Manager  
Wendy Horn, Grants Administrator

**RECOMMENDED ACTION**

Motion to approve the updates and revisions as presented in the Purchasing Policy and Procedures dated January 20, 2026.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda item is to update Section 3.0 Public Works, which contains a note referencing federal thresholds for competitive bidding requirements for federal grants, and to update Appendix B-Federal Awards Standards to allow staff to follow the most current thresholds for federal procurement under 2 Code of Federal Regulations (CFR) 200.

Effective October 1, 2025, federally funded procurements of goods or services are subject to two key threshold increases:

- The Micro-Purchase Threshold (MPT) has increased from \$10,000 to \$15,000.
- The Simplified Acquisition Threshold (SAT) has increased from \$250,000 to \$350,000.

See Office of Management and Budget (OMB) et al., Final Rule, Federal Acquisition Regulation: Inflation Adjustment of Acquisition-Related Thresholds, 90 Fed. Reg. 41872 (Aug. 27, 2025).

These adjustments directly affect the competitive procedures federal grantees are required to implement by the Federal Procurement Standards in 2 CFR. §§ 200.317–200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”).

Best practice is to follow the current federal procurement threshold, which is subject to frequent changes, to ensure compliance with the latest regulations and streamline procurement processes.

Therefore, staff propose updating the City’s purchasing policies and procedures regarding federal grants by replacing threshold amounts with language that follows the Federal Procurement Standards found at 2 CFR 200.

The current Purchasing Policy and Procedures Manual, with proposed changes, has been included as an attachment for City Council review and consideration.

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

April 15, 2025 City Council adoption of Purchasing Policy and Procedures.

**ATTACHMENTS**

1. PURCHASING POLICY AND PROCEDURES Update 2026 Draft
2. Purchasing Policy & Procedures Update 2026 Grants



# PURCHASING POLICY AND PROCEDURES

UPDATED ~~APRIL 15, 2025~~ January 20, 2026

CITY OF OAK HARBOR

865 SE Barrington, Drive, Oak Harbor, WA 98277

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## COUNCIL APPROVAL THRESHOLDS

The following tables detail the amounts when council approval for the project, contract, or purchase is required. City staff must still follow all requirements of state law, City ordinances, and these Policies and Procedures.

<b>Public Works</b>		
Public Works - Small Works Roster	Up to \$75,000 Mayor, City Administrator, or designee	\$75,000 and above City Council Approval
Public Works - Formal Bid Process	Up to \$75,000 Mayor, City Administrator, or designee	\$75,000 and above City Council Approval
<b>Purchases</b>		
Large Purchases for Materials, Supplies, & Equipment, including installation (not related to Public Works)	Up to \$10,000	Department Director or designee if there is budget capacity
	Up to \$75,000	Mayor, City Administrator, or designee if there is budget capacity
	\$75,000 and above	City Council Approval
Purchases of Professional Services and, Purchase of Personal Service	Up to \$10,000	Department Director or designee if there is budget capacity and the contract is only 1-year duration.
	Up to \$75,000	Mayor, City Administrator, or designee if there is budget capacity and the contract is only 1-year duration.
	\$75,000 and above	City Council Approval
Purchases of Architectural and Engineering Services (Ch. 39.80 RCW)	Up to \$75,000	Mayor, City Administrator, or designee if there is budget capacity

	\$75,000 and above	City Council Approval
Purchased Services-routine, contrary, and necessary functions Example-shredding, janitorial, security, yard maintenance, gardening, computer hardware and software maintenance or data entry	Up to \$10,000	Department Director or designee if there is budget capacity and the contract is only 1-year duration.
	Up to \$75,000	Mayor, City Administrator, or designee if there is budget capacity and the contract is only 1-year duration.
	\$75,000 and above	City Council Approval

### Amendments & Change Orders

Contract Amendments	Amendments that do not change the contract value	Mayor, City Administrator, or designee Approval
	Amendments that do change the contract value	City Council Approval
Contract Change Orders	20% of the original contract awarded or an accumulated total of \$100,000, whichever is less, administered by the Department Director  Any additional change order allowance over 20% of the original contract awarded or an accumulated total of \$100,000, whichever is less, is administered by the Department Director, but must be pre-approved by the City Council.	City Council Approval at the time of award

## 1.0 INTRODUCTION

### Purpose of the Policy

The Purchasing Policy and Procedures Manual is provided to guide and assist city staff in understanding and following the basic procurement and contracting requirements as set forth in the Oak Harbor Municipal Code (OHMC) and Washington State statutes.

This policy establishes guidelines and clarifies the procedures for purchasing supplies and materials, public works construction, and contracting for services (personal or professional) by the City of Oak Harbor. The procedures set forth in this manual are designed to assure the citizens, the City Council, and City administrative staff that the City of Oak Harbor receives maximum value for each tax and utility dollars expended, promote adherence to legal requirements, and assure fiscal responsibility in the procurement process.

This edition of the Purchasing Policy and Procedures Manual is dated April 15, 2025, and supersedes all prior purchasing directives. All references to the Revised Code of Washington (RCW) and/or City Ordinances and Resolutions shall be incorporated as part of this policy, including all future amendments.

In cases where these policies conflict with any City Ordinance, State, or Federal law or regulation, the terms of that law or regulation prevail. In all other cases, these policies apply.

### Sources

- City of Oak Harbor Municipal Code
- Washington State RCWs
- Municipal Research and Services Center
- Municipal Research and Services Center -City Bidding Book-Washington State

## 1.2 Contact Information and Responsibility for Purchasing

Name	Responsibility
Finance Director	Fiscal Control & Budget
Accountants	Grants & Capital Improvement Plan
Central Services	Small Works/Contracts/Purchasing
City Clerk	Agreements & Other Contracts
Accounts Payable	Accounts Payable & Vendors

The Mayor shall be responsible for all City purchases except where otherwise provided. The Mayor has appointed the Administration Manager to administer the procurement system. The Mayor's delegation of authority shall be in writing and filed with the City Clerk.

### **1.3 Code of Ethics (Ch. 42.23 RCW)**

*"Public employment is a public trust."*

The public must have confidence in the integrity of its government. This Code of Ethics provides guidance to all employees and elected officials so that they may conduct themselves in a manner compatible with the best interests of themselves and the City of Oak Harbor.

All local governments in Washington are subject to the State's Conflicts of Interest Statute (Chapter 42.23 RCW). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. RCW 42.23.020(2) defines "municipal officer" rather broadly and basically means any city employee acting on behalf of the City.

Violating these rules can result in serious penalties, including monetary fines, nullification of contracts, and possible forfeiture of employment and/or criminal charges. Common sense can be a good guide in this area of the law, but sometimes, gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult with the Administration Manager and then the Legal Department if needed.

It is essential that those doing business with the City observe the following guiding ethical standards:

1. Actions of City employees shall be impartial and fair.
2. The City will not accept donations of materials or services in return for a commitment to continue to initiate a purchasing relationship.
3. City employees may not solicit, accept, or agree to accept any gratuity for themselves, their families, or others that would or could result in personal gain. Purchasing decisions must be made impartially.

The following are examples of items not considered gratuities:

- Discounts or concessions are realistically available to the general population
- Items received that do not result in personal gain; Samples to the City used for general City use.

## 1.4 Prohibited Practices

- Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the City Administrator to be in the City's best interest.
- Disclosure of Formal Bid Contents. Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall become null and void.
- Gratuities. Except for normal business and social courtesies or a donation publicly given and accepted, an official or employee of the city is prohibited from accepting any gift or gratuity in the form of cash, merchandise, or services of significant value from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement. The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement.
- Employee-Owned Businesses. City goods or services shall not be obtained from businesses in which City officials, employees, or their immediate family members have a majority ownership interest.
- Sale of Materials and Supplies. The City shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall it sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein.
- Conflict of Interest. Employees are not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.
- Bid Splitting. The State Auditor's Office has stated that neither projects nor purchases should be artificially split so that the cost of each contract is below the bid threshold. The SAO has also indicated that the entity should not disaggregate purchases solely for the purpose of getting the individual purchases below bidding

requirements (bid splitting). In addition, municipalities may not break a public works project into separate phases or parts to avoid compliance with bidding statutes.

## **1.5 Unauthorized Purchases**

**PURCHASES FOR PERSONAL USE ARE NOT ALLOWED.** A person ordering an unauthorized and unjustified purchase is personally liable for the costs of the purchase or contract and may be subject to disciplinary action, including termination. If the purchase was made without proper authorization but is, in fact, justified, then the Department Director has the option to approve the purchase after the fact.

## **1.6 Sustainable Purchasing**

The City shall acquire its goods and services in a manner that complies with all Federal, State, and City laws and other requirements (e.g., City resolutions). The City shall purchase and use materials, products, and services that are fiscally responsible, reduce resource consumption and waste, perform adequately, promote opportunities to lesser-advantaged segments of our community, and promote human health and well-being when possible.

**Environmental factors to consider in selecting products include, but are not limited to:**

- Pollutant releases, especially persistent bio-accumulative toxins (PBTs);
- Waste generation
- Greenhouse gas emissions
- Recycled content
- Energy consumption
- Depletion of natural resources
- Potential impact on human health and the environment

**Social equity factors that should be considered include, but are not limited to:**

- Use of small, minority, veteran, and women-owned businesses
- Ergonomic and human health impacts

**Fiscal factors to be considered include but are not limited to:**

- Lowest total cost

- Leveraging our buying power
- Impact on staff time and labor
- Long-term financial/market changes
- Technological advances in a rapidly changing market

## 1.7 What This Guide Covers

The process of selecting vendors and managing contracts shall embody the value of stewardship of public resources by providing the greatest levels of both quality and value.

The goals are to ensure that the purchase process is:

- Creates open and fair competition
- Includes terms and conditions required to protect the City
- Meets ethical standards

### From Beginning to End...

Before any purchase is made, the following questions should be answered:

- **Define the need** – What kind of purchase is this?
- **Determine the cost** – How much will this cost?
- **Process** – What is the required process to procure it?
- **Protecting the City** – How do we properly protect the City from liability?
- **Authority** – Who needs to approve it?
- **Contract Administration** – What are my responsibilities?

## 1.8 Define the Need

The first question that should be answered is, “What type of purchase is it?” The major categories of purchases include:

### **Public Works: (Ch. 39.04 RCW)**

Includes all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City (RCW 39.04.010):

- *Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction. Public works are not just large construction projects involving streets, sidewalks, and buildings, and include replacement of HVAC equipment, landscaping, and can include painting if not considered ordinary maintenance occurring at least annually.*
- *Ordinary maintenance is not specifically defined in this statute but is generally considered to include work not performed by contract and performed on a regular basis to service, check, or replace items that are not broken*
- *For purposes of prevailing wage requirements, public works include ordinary maintenance when performed by contract. See Section 3.3*

### **Materials, Supplies, and Equipment**

Materials, supplies, and equipment are considered tangible items that are manufactured and moveable at the time of purchase. It is important to distinguish between materials, supplies, and equipment used in public works contracts and non-public works contracts, as different bidding requirements apply to each.

- *Examples: Office supplies, off-the-shelf software, hardware, trucks, copy machines, auto parts, gravel (not involved in a specific public work), janitorial supplies, furniture*

### **Services:**

Distinguishing between services and public works is also important, as services may have different bidding requirements. Services include the labor, time, or effort of a human being. There are generally four classifications of services:

#### **1. Professional Services:**

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing, or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- *Examples: Accountants, attorneys, consultants, graphic artists*

#### **2. Architectural and Engineering Services (A&E Services):**

These services are to be acquired under the authority and procedures outlined in RCW Chapter 39.80.

- *Examples: Engineers, land surveyors, architects, and landscape architects*

### 3. **Purchased Services:**

All other services-related work that is not considered a public works or professional service. Most often, these are routine in nature (i.e., yearly, monthly, weekly, etc.)

- *Examples: Building maintenance, elevator maintenance, automotive services, janitorial, software and hardware maintenance. Prevailing wages apply as applicable.*

### 4. **Technology Systems and Services:**

Any technology hardware or software system purchase, or maintenance agreement.

- *Examples: Computers, tablets, servers, annual licensing agreements, cloud-based software, custom, or off-the-shelf software, technology consulting*

## **1.9 Determine the Cost**

Once the need has been defined, the estimated cost of the goods or services will generally determine what competitive selection process you will need to follow. Estimated project costs for competitive bidding purposes must include:

- All construction-related work
- All phases of the project
- All applicable sales and use taxes, there are some exceptions; see RCW 39.01.152.
- Freight

It should not include donated materials, labor, supplies, etc.

## **1.10 Determining Contract Value**

The contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- *Example #1:* A three-year contract for \$40,000 per year is considered a \$120,000 contract.
- *Example #2:* A contract originally routed as a one-year, \$40,000 contract. If a renewal is negotiated for an additional year for another \$40,000, the aggregate value of the contract becomes \$80,000, which will require City Council authorization.

- *Exception:* Hardware/software maintenance and/or license agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/software purchase agreement.

### **Routine Work:**

Departments may enter a series of stand-alone contracts for routine or recurring work. **If this is done, the original contract should not contain any language pertaining to renewal periods.** Best practices dictate that a competitive process is followed every contract period.

If this is not feasible, the following alternative process outlined below shall be followed:

1. A competitive process must be performed at a minimum of every four years.
2. Each stand-alone contract may be based upon the original competitive process provided that the scope has not changed significantly. If the scope changes result in a cost differential of greater or less than twenty percent, a new competitive process will be required.
3. Typically, only the original successful vendor may be used for each contract period. Changing vendors to the “second place proposer” should not be done unless the original competitive process clearly establishes the duration of the proposal validity period. All proposers would have had to agree to these terms.
4. The duration, terms, conditions, and requirements of the contract shall be clearly identified in the original competitive process to all proposers.
5. All signature authority levels apply to each stand-alone contract.
6. Executing a series of stand-alone contracts should not be carried out for the purpose of avoiding Council approval.

### **Short-Term, Stand-Alone Contracts – Bridge Contracts:**

A short-term, stand-alone contract may be used in instances where it is not feasible to complete a competitive process prior to contract award. The purpose of these short-term, stand-alone contracts is to “bridge” the gap between contracts until a full competitive process may be completed. The reason for utilizing a “bridge contract” must be fully explained and detailed when routing the contract.

## 1.11 Exceptions to the Competitive Process

### 1.11.1 Overview.

- Sole Source Vendor. Purchases which by their nature are not adapted to competitive bidding, such as items which, to meet a specific need or criteria as determined by the City, may only be purchased from a single source, and shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quotes or bids from a sole source vendor require prior approval of the City Administrator or designee. Follow procedures for declaring Sole Source section 1.12.
- Repair and Ordinary Maintenance. Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.
- Purchasing Involving Special Facilities or Market Conditions. The City Administrator may waive established bidding requirements if an opportunity arises to purchase favorably priced equipment at an auction or supplies or used goods that will be sold before the City can conduct the bid process when over bid thresholds. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approved by the Council via resolution.
- Purchase of Insurance or Bonds. RCW 39.04.280(1)(d) allows agencies to waive competitive bidding for the purchase of insurance or bonds.
- Surplus Property. The City may, by agreement, acquire surplus property from another government without the use of bids (RCW 39.33.010).
- Interlocal Agreements in Letting of Contracts for Commodities or Services (Piggybacking). This includes State Maser Contracts and established Purchasing Agreements. RCW 39.34.030 permits governmental agencies to utilize other entities' contracts without going to bid. Contact Central Services to determine if interlocal purchasing is feasible for your department's particular needs. The following criteria must first be met:
  - There must be an Interlocal Agreement, approved by Council and/or Mayor, and signed by both parties, on file with the City Clerk.
  - It must be a current contract with interlocal language included.

- It must have been advertised on the entity's web page and competitively bid.
  - The government entity and the vendor must be willing to share their contract pricing.
  - A complete copy of the contract must have been reviewed by Central Services.
  - Central Services, with the assistance of the Department, will set up a bid file and track it as if it were the City's own bid process.
- Emergency Purchases. In the event of an emergency, the City Council, City Administrator, or designee may declare an emergency exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the emergency. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.
- Real Property. Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of the City Council, the City Administrator may proceed to acquire real property through negotiation. Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in part or in whole with Federal funds, such acquisition shall additionally comply with the Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.
- Community Service Group Contracts. RCW 35.21.278 allows selected municipalities to enter into contracts with a chamber of commerce, a service organization, a community, youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, school playground, public square, other public spaces, or port habitat site, installing equipment or artworks, or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, or for an environmental justice stewardship or sustainability project, and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools, meals or refreshments, accident/injury insurance coverage, and reimbursement of their expenses. The consideration to be received by the public entity through the value of the improvements, artworks, equipment, or maintenance shall have a value at least equal to two times that of the payment to the contracting

association. All payments made by a public entity under the authority of this section for all such contracts in any one year shall not exceed \$75,000 or two dollars per resident within the boundaries of the public entity, whichever is greater. This limit of \$75,000 applies to all contracts entered by a local government under RCW 35.21.278 in any one year. The limit is not intended to be interpreted to apply on a per-contract basis in any one year. The limit applies to the annual total, not to the amount allowed per project.

**1.11.2. Sole Source (or Single Source) Contracts:**

**CENTRAL SERVICES INVOLVEMENT REQUIRED.** On a case-by-case basis, the bid or quote requirement for a project, purchase, or service may be waived and a sole/single source purchase approved, in accordance with RCW 39.04.280. There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up. Confirmation of and documentation of whether the contract or purchase is the sole/single source is required for this exception to the competitive bidding process.

**Authority to Approve Sole/Single Source Purchases**

City Administrator or Mayor .....\$0 to \$75,000  
 City Council .....Over \$75,000

A **sole** source is where there is only ONE supplier of the product or service. A **single** source is where the vendor is “one vendor amongst others”, when other competitive sources may be available.

A sole/single source purchase may be approved if one or more of the following conditions are met:

- **Standardization or compatibility** with existing City standards or with existing equipment, inventory, systems, data, programs, or services. Must be evaluated for cost-benefit and/or safety.
- **Licensed or patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized service providers, repair, and/or warranty services, e.g., a warranty, may be negated if you let someone else work on it.
- **Unique design:** Requires unique, essential features, aesthetic requirements, or is not practical enough to match existing design or equipment. Document the unique specifications needed, which will drive the research into finding a product that fits the specific needs of your department.

- **Special Market conditions:** Can be used to purchase items at auction (RCW 39.30.045) or other items that are offered at a very favorable price and will be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

**NOTE:** Any sole/single source utilizing **Federal Grant money** must also include 1) a Written responsibility determination for the successful contractor and 2) a Basis for contract price (Cost-Price Analysis). Each Grantee must evaluate and state its justification for the contract cost or price. Purchases made with federal funds must not limit competition. Specifications must include, for all vendors, the option to provide an alternative.

If a sole source exception is used, the entity should still make reasonable efforts to ensure it receives the lowest price and best terms from the vendor.

- The following procedure must be followed:
  - Determine the value; contact Central Services if it is over \$75,000.
  - Central Services will fill out the Sole Source Form, which will be signed by all parties.
  - Central Services will verify the conditions; please provide them with a written statement stating why the purchase meets condition(s);
  - Central Services will draft a Resolution to bring to the City Council for approval.
  - Central Services will draft up the Agenda Bill to bring forward to City Council for approval; and
  - Once approved, Central Services will create the purchase order to be submitted to the vendor.

### **1.11.3. Emergency Public Works and Purchases**

For purposes of this section, "emergency" means unforeseen circumstances beyond the control of the city that either (a) present a real, immediate threat to the proper performance of essential functions or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergency work is only for the repair and/or restoration of facility/utilities/infrastructure to pre-damage conditions or current standards. Any betterment is not an emergency and will be planned, designed, and administered through the standard competitive processes.

When an emergency arises and City staff determine they must make emergency purchases and/or cannot perform the required work, they must contact the City Administrator.

Upon declaration by the Mayor that an emergency exists, and upon the Mayor's authorization, required purchases can be made, and contractor(s) can be called upon to make the necessary repairs.

### **Emergency Purchasing Procedures (not connected with a public works project)**

1. When circumstances require the immediate purchase of materials, supplies, or equipment to respond to an emergency, City staff shall conduct competitive solicitation to the extent practicable given the emergency and in keeping with the dollar value of the acquisition. The department shall document any emergency purchase with a written explanation of the emergency.
2. If the emergency purchases exceed the City's bid limits, staff will notify the Administrative Manager on the first working day following the emergency.
3. If the emergency purchases exceed the City's bid limits, the City Attorney will prepare a resolution affirming the declaration of an emergency and waiving competitive bidding requirements. The resolution will be presented to the City Council within two weeks of the emergency purchases.

### **Emergency Public Works Procedures**

1. Before emergency public work commences, the Project Manager must verify through <https://secure.ini.wa.gov/verify/> that the proposed contractor(s) meet the following mandatory requirements:
  - a) At the time of quote submittal be a registered contractor in compliance with Chapter 18.27 RCW, a plumbing contractor license in compliance with Chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
  - b) Have a current Washington State Unified Business Identifier (UBI) number.
  - c) Have a Washington State Employment Security Department (ESD) account as required in Title 50 RCW.
  - d) If applicable, have industrial insurance/workers' comp coverage required in Title 51 RCW.
  - e) Have a state excise tax registration number as required in Title 82 RCW.

- f) Have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries.
  - g) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
  - h) Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (sam.gov).
  - i) If quoting on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320 not to have been found out of compliance by the Washington State Apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one year immediately preceding the date of the bid solicitation. No apprenticeship violations, if applicable
  - j) Meet any supplemental criteria requirements, if applicable.
  - k) The Project Manager will save a copy of the verification check in the project file.
2. Before any work commences the contractor(s) must review and sign a Public Works Contract, outlining prevailing wage and bond requirements and payment type/schedule.
  3. On The first working day following the emergency, the Project Manager will notify the Administration Manager of: a) The emergency work needs. b) The name(s) of the contractor(s) called in to perform the work and provide copies of the L&I & SAM verification checks. c) The type of work being performed by the contractor(s) and any required construction specifications or standards that apply to the work. d) The estimated cost of the work and payment type.
  4. The Administration Manager will issue the emergency contracts, and the contractor(s) will be required to carry out the contract and provide all the necessary bonds and insurance documents within five (5) working days of the work commencing.
  5. The City Attorney will prepare a resolution affirming the declaration of an emergency and waiving competitive bidding requirements. The resolution will be presented to the City Council within two weeks of the award of the emergency contract(s).

## 1.12 Grants and Federal Funding

Are you trying to procure something involving any federal grant or funding? **Then STOP AND FOLLOW THE PROCESS IN THIS SECTION!**

Purchases or work paid for by a federal grant or using federal funding may not be covered by this manual alone. These types of purchases often have their procurement requirements.

Contact the City's Grant Administrator for guidance and assistance. Appendix B of this document outlines the current grant process.

Purchases made or work performed paid for using Federal dollars or grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200). See Appendix B for Federal Award Standards.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

**ALL GRANTS ARE DIFFERENT, so one size does not fit all.** Some grants require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

**Please note that all grant applications, without limitation, must be signed by the Mayor, City Administrator, Finance Director or Designee. Additionally, all Federal grant reimbursement requests must be signed by the Mayor, City Administrator, Finance Director, or Designee.**

Before initiating any purchases or contracts intended to be paid for with federal funds, the administrator responsible will document that the procurement complies with all requirements and Uniform Guidance (note: the most restrictive procurement method will be used whether it be Federal, State, or Local law). A copy of the documentation shall be retained in the department files.

### **Grant Process – Requires matching funds or long-term commitment**

1. Awareness of grant.
2. Director or Project Manager reviews the grant with the City Administrator and Grants Administrator.
3. Grants that require matching funds or a long-term commitment must be approved by the City Council before an application is submitted.
4. If the City Council approves, the grant is routed to the Grant Administrator, Finance Director, City Administrator, and Mayor for signatures.

5. Grant application is then finalized and approved by the Department Director.
6. The Grant Administrator will submit the grant application to the granting agency.

**Grant Process – Requiring matching funds not to exceed \$50,000 or grant does not require matching funds, has no long-term commitment.**

1. Application is routed to the Grant Administrator, Finance Director, City Administrator, and Mayor.
2. Grant application is then finalized and approved by the Department Director.
3. The Grant Administrator will submit the grant application to the granting agency.

**1.13 Controlled Commodities**

The following items require approval from designated people. They are:

- Computers and related equipment, phones, fax machines, printers, scanners, and copiers, software, or systems – City’s IT Team
- Anything Technology Services is requested or required to install, connect, service, maintain, or support – City’s IT Team

**New Procurement - Technology**

The purchase of hardware, software, licensing, and technical services carries unique requirements, risks, and challenges.

*Types of technology (IT) purchases:*

<b>Purchase Type</b>	<b>Definition</b>	<b>Taxable</b>
Hardware	Purchase of computer hardware components	Yes
Software - Off-the-Shelf w/Installation	Purchase of off-the-shelf software, including installation. See RCW 39.04.270	Software – Yes
Software – Customized	Purchase of software with programming and customization See RCW 39.04.270	No
Annual Maintenance	Agreement to maintain City systems	Yes
Hosted Software (SaaS)	IT services and software provided in a hosted, or cloud environment	Varies

Technical/Professional Services	Professional services in support of hardware, software, and networks	No
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### **Telecommunications and Data Processing**

When purchasing telecommunications and data processing (computer) equipment or software costing above \$75,000, the City may follow a “competitive negotiation” process as an alternative to the bid process. RCW 39.04.270(3) allows purchases to use an alternative competitive negotiation process requiring, at a minimum, the following steps:

- A Request For Proposal (RFP) must be *published* in the newspaper of general circulation at least 13 days before the last date on which the proposals may be received.
- The RFP must identify significant evaluation factors and their relative importance, including price.
- The City must provide reasonable procedures for the technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the City. The City may reject all proposals for good cause and request new proposals.

### **Technology Software & Services – Competitive Process**

Technology Systems and Services purchases include any hardware or software purchase or maintenance agreement.

### **Hardware/Software Annual Maintenance Agreements**

There are two types of annual maintenance agreements: Sole Provider and Multiple Providers.

#### *Sole Provider*

When annual maintenance of a City system is performed by the sole proprietor/vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as stand-alone agreements (costs are not aggregated to the original purchase agreements).

If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together because the City would not be paying for the annual maintenance without purchasing the software. The reference to the annual maintenance costs should be included in the Council Agenda when Council approval is required.

#### *Multiple Providers*

When multiple maintenance providers are available for a particular system, and competition clearly exists for the service, a quote or RFP process may be required, depending on the dollar amount.

### **SaaS (Software as a Service) and Hosted Software Agreements**

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to the City in a hosted or cloud environment versus those provided on its own computer infrastructure (e.g., servers and networks).

Because City data may be handled, accessed, or stored by the SaaS application provider, its security is very important. It is imperative that IT be contacted prior to purchasing any SaaS product. In addition, these agreements may result in a long-term solution for the City and a competitive process may be required regardless of the initial cost.

When the department receives an invoice for annual (or periodic) payment, the invoice(s) shall be sent to the Administration Manager. It will be processed through the typical invoice approval/process.

SaaS agreements are treated the same as other standard contract agreements.

### **1.14 Fleet and Vehicle Purchases (including trade-ins)**

Fleet and vehicle purchases are a controlled commodity. Anything purchased using Equipment Rental and Revolving (ER&R) funds requires approval from Central Services to determine if the purchase is warranted and if funding is available. The City has established a six (6) year project/equipment timeline. This allows the City to plan and prepare for upcoming replacements and acquisitions.

Once the purchases are valid, Central Services will begin the replacement and/or procurement process, depending on the replacement value, including trade-ins.

The City Council has expressed a desire that all vehicles and large equipment be taken to the Council for approval.

## 2.0 NEW PROCUREMENT

### 2.1 Initiate a New Procurement

The City makes many small and large purchases over the year and must comply with State and local policy for each type of procurement based on the type of work, dollar limits, and level of risk involved with each purchase.

The following table summarizes the types of new procurements typically performed at the City of Oak Harbor:

Options for New Procurements	Standard Process*	Who to contact?
Credit Card	US Bank Reconciliation	Accounts Payable
Personal Reimbursement	Expenses Claim Form	Accounts Payable
Materials, Supplies & Equipment* < \$10,000	The department will verify the lowest price by comparative pricing	Subject of Department approval and budget capacity
Materials, Supplies & Equipment* > \$10,000, but less than \$75,000	Three (3) Written Quotes, Purchase Request Completed	Subject to Department approval, Finance approval, City Administrator approval, and budget capacity
Materials, Supplies & Equipment* > \$75,000	Competitive Process Must Be Used	Subject of City Council approval
Public Works Small Roster	Invitation to Bid to MRSC Roster Vendors	Central Services
Public Works-Formal Bid Process	Competitive Process Must Be Used	Central Services /City Engineer
A&E/Professional Services	Request for Qualifications Contract	Central Services /City Engineer
Purchase Services	Quote Requisition/ITB/Formal Bidding/SWR	Central Services
<b>Personal Services</b>	Direct Contracting/Competitive Bidding	Central Services

\*Materials, supplies, and equipment NOT associated with a public works project.

**NOTE:** Depending on the nature of the project, modifying the standard process may be necessary if other factors, such as risk, are involved. These modifications may occur only on a case-by-case basis.

## 2.2 Small Purchases of Goods & Services

### Small Purchases of Goods and Services:

Small purchases are typically goods and services (excluding goods and services involved in Public Works) under \$75,000. These purchases can be made using one of the following processes:

<b>Process</b>	<b>Dollar Limit</b>	<b>Allowed Uses</b>	<b>Non-Allowed Uses</b>
Central Services -The City has established government accounts with various vendors, and MRSC Rosters has established a vendor roster. Purchase Requests and Purchase Orders are required for over \$10K	\$75,000	Materials, supplies, and equipment for office and operating use.	
Credit Card-For Goods and Services (see City of Oak Harbor Procurement Card Policy and Procedures Manual adopted by Ord. 2001-18)	Up to the issued card limit.	Business-related purchases of goods and services i.e., subscriptions, seminars, catering, maintenance, repair, operations, office supplies, computer peripherals, Software	Alcohol, capital equipment, cash advances, consulting services, personal items, professional services
Credit Card-Registration and Travel Only (see City of Oak Harbor Procurement Card Policy and Procedures Manual adopted by Ord. 2001-18)	Up to the issued card limit.	Business-related travel and class registration expenses. This may include ferry tolls, parking fees	All other purchases go through Central Services
Travel & Reimbursement-See Travel Policy	In-state and out-of-state approved by the Department Director.	All costs related to travel for City business. Airfare, per diem, mileage, hotel, registration, etc.	
Payment for Table Service (TIPS)	15%	Payment for table service at a restaurant, commonly referred to as a tip, not exceeding 15% (or \$1.00, whichever is greater) of the meal price (including sales tax), is reimbursable as a reasonable and necessary cost for such a service.	

## 2.3 Cooperative Purchasing / Piggybacking

Bids and/or contracts by other government agencies and cooperative purchasing organizations or groups can be used to acquire goods and services. When using a cooperative option, the City is, in essence, “piggybacking” off the original entity’s competitive process, thus eliminating the need to perform the City’s own.

Examples include the Washington State Department of Enterprise Services (DES), which offers existing “statewide master contracts” (master contracts) for goods, services, and public works that the City may use. The City has a signed Master Contract Usage Agreement (MCUA) with DES, allowing it to access master contracts free of charge. <https://des.wa.gov/purchase/how-use-statewide-contracts>

For other cooperative purchasing agreements, the City pays a fee for the ability to ‘piggyback’ on their contracts. The City encourages the use of state master contracts and cooperative purchasing agreements when practicable. For a full list of options, contact Central Services.

Other cooperating purchase options include, but are not limited to:

1. King County Directors' Association (KCDA)
2. Sourcewell (National Joint Powers Alliance (NJPA) became Sourcewell on June 6, 2018.)
3. NPPGov National Buying Cooperative
4. The Interlocal Purchasing System (TIPS)
5. OMNIA Partners (previously The Cooperative Purchasing Network (TCPN) and US Communities)
6. Plant Operations Support (POS) Consortium
7. National Purchasing Partners (NPP)
8. Houston-Galveston Area Council Cooperative Purchasing Program (HGACBuy)
9. BuyBoard Purchasing Cooperative
10. Arizona State Purchasing Cooperative

Other specific contracts entered into by other jurisdictions may allow the City to piggyback onto those agreements. In these instances, the agreement between the other/host jurisdiction and the vendor/contractor must explicitly contemplate that other jurisdictions

may procure goods, services, work, etc., via that contract, and the City must have an interlocal agreement (ILA) with the host jurisdiction before it may piggyback on that contract. The City must ensure the project plans and specifications are the same; only quantities may differ. For example, this might work with a roofing project so long as no additions, such as a gutter system, were needed. The State Auditor’s Office has assembled information about piggybacking on a public works project award in the publication *Piggybacking under Washington State Law*. It includes answers to frequently asked questions and an optional checklist to help ensure you are following the requirements.

When using a state master contract, cooperative purchasing agreement, or other piggybacking option, the City must carefully read the contract it intends to use to ensure the competitive process used meets all the criteria and requirements it needs to comply with state procurement laws and City policies and confirm that the scope of work, services, or products contemplated by the contract is consistent with the contract it is piggybacking on. Other contract terms must also be adhered to, and only terms not covered by the underlying agreement can be added to by the City.

**The Competitive Process:**

#	Task	Action
1.	Confirm the City has signed a Cooperative Purchasing Agreement/Interlocal Agreement with the agency	Work with the buyer. Execute agreement if necessary
2.	Review of the State contract website for ‘piggyback’ requirements	Work with State buyer
3.	Contact the vendor to verify if the vendor will honor State contract pricing	Obtain details regarding all aspects of purchasing, including invoicing, availability, delivery, etc.
4.	Contact the buyer to place an order	Place order and process invoice for payment

**Completing the Purchase:**

- A. State contracts include standard terms and conditions. When procuring work, services, or items using a State master contract, all the State contract terms and conditions apply, and the procurement must fall within the general scope of the agreement. However, amounts and other details, like color, may be different.
- B. Depending on the master contract, the City may opt to change the State’s contract requirements, which will require the City to develop its Purchase Agreement to identify those requirements unique to the City’s purchase. Carefully review the contract to determine how to proceed with a purchase

order, work order, or contract agreement before contacting the contractor or vendor.

- C. Contact Central Services to complete this type of purchase.

**Approval Process:**

<b>Authority</b>	<b>Dollar Amount</b>	<b>Approval</b>
Purchase Agreement for materials, supplies & equipment, or services	\$10,000 or less*	Department Director (or designee) if there is budget capacity
Purchase Agreement for materials, supplies & equipment, or services	\$10,000 to \$75,000*	Mayor, City Administrator (or designee) if there is budget capacity
Purchase Agreement for materials, supplies & equipment, or services	\$75,000 and above*	City Council Approval

\*Including sales/use tax

**GSA Contracts:**

Local governments in Washington may also ‘piggyback’ off many federal contracts administered by the General Services Administration (GSA). This includes:

- Information technology products
- Security/law enforcement equipment
- Items to aid recovery from federally declared disasters or acts of terrorism
- Items to aid response to federally declared public health emergencies
- Equipment to support counterdrugs, homeland security, and emergency response activities

<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>

## 2.4 Large Purchases for Materials, Supplies & Equipment

### The Competitive Process:

Per RCW 35.23.352(7), any purchase of material, supplies, and equipment not involving a public work or improvement where the cost thereof exceeds \$40,000, shall be by competitive bidding. Any purchase of materials, supplies, or equipment with an estimated cost of less than \$50,000 shall be made using the process provided in RCW [39.04.190](#).

#	Task	Who	Action
1.	Identify grants or Federal Funds as applicable	Department	Notify Accountant over Grants
2.	Prepare Bid Documents	Central Services	Forms shall include: Advertisement, Non-Collusion, Equal Opportunity, Bid Proposal Sheet, Bidders' Checklist, Bid Bond (if necessary)
3.	Prepare Product Specifications	Central Services with Department	Considerations: Warranties, Delivery
4.	Advertise, Publish and Notify	Central Services	Advertise in official newspaper and City website
5.	Addenda Required	Central Services	Addenda completed, notify plan holders and post on-line
6.	Schedule and Conduct Bid Opening	Central Services	Schedule conference room, open and read sealed bids with City Clerk or alternate
7.	Bid Award	Central Services with Department	Determine the lowest, responsive bidder, schedule award date, prepare City Council agenda materials (motion to award), include contract paperwork for vendor and Mayor to sign

### Formal Equipment Bid Process:

#### Completing the Purchase:

- After bid opening, Central Services will prepare the agenda bill for City Council approval.

- The City Clerk will keep original bid documents and provide scanned copies to Central Services and the Department Director.
- Once awarded at City Council, Central Services will create a contract purchase order for contract tracking and payment processing purposes.

Approval Process:

Type	Dollar Amount	Authority
Purchase Agreement	\$75,000 or less*	Mayor, City Administer (or designee) if it has budget capacity
Purchase Agreement	\$75,000 and above*	City Council approval

\*Including sales/use tax

## 2.5 Compost Procurement Local Preference Requirements

Compost Procurement Ordinance (CPO) per RCW 43.19A.150

A CPO is a local legislation that sets forth an agency’s plans to comply with these compost procurement requirements and goals. CPOs address the state law requirements for procuring compost for city or county projects. These practices could include how purchased compost materials may be incorporated into projects such as landscaping, soils amendments at construction sites, roadside maintenance, and erosion control.

When the City will use compost as defined by AMC Chapter 2.86 for (a) landscaping projects; (b) construction and postconstruction soil amendments; (c) applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways, the City, or the City's contractor, must purchase finished compost products from companies that: 1) produce compost locally within Island County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

If compost meeting the above criteria is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Oak Harbor. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented per the Organics Management Law.

Staff are required to report the volume and cost of compost purchased throughout the year, and the source or sources of the compost, using the Secure Access Washington (SAW) by March 31 of each year.

### 3.0 PUBLIC WORKS

RCW 39.04.010 defines "Public work" to mean all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract shall comply with Chapter [39.12](#) RCW (Prevailing Wage Law). It includes, but is not limited to:

- Demolition
- Remodeling
- Renovation
- Painting
- Road Construction
- Utilities Construction
- Off-site Prefabrication of Ducts, Liners & Steel Products for Public Works
- Production & Delivery of Gravel, Rock, Concrete & Asphalt (to a construction site)

Dollar thresholds of when competition is required are summarized below.

#### THRESHOLDS FOR PUBLIC WORKS:

PUBLIC WORKS		
\$ -0- to \$350,000	Utilize "Small Works Roster_ <a href="#">(SWR)</a> " process as described in RCW 39.04.155. <b>If not using SWR, competitive bidding is required for Single Craft over \$75,500, and for Multi Craft over \$116,155</b>	Up to \$75,000 Awarded/Approved by Mayor or City Administrator; \$75,001-\$350,000 City Council approval required
Over \$350,000	Must be competitively bid as described in Ch. 39.04 RCW; RCW 35.22.620.	Over \$350,000 City Council approval required

**Note: ~~The federal threshold for competitive bidding requirements is \$250,000, which is more restrictive than the state and must be used for federal projects. The federal threshold for competitive bidding requirements changes over time. Refer to federal procurement rules under 2 CFR 200.320 for the current threshold.~~ Additionally, local governments may not use the direct contracting method under federal rules as it does**

**not comply with 2 CFR §200.320. For more information, refer to the Uniform Guidance federal procurement standards.**

### 3.1 Day/In-House Labor

The City may have its own regularly employed personnel perform work, and accepted industry practice under prudent utility management without a contract. For this section, "prudent utility management" means performing work with regularly employed personnel utilizing material worth not exceeding \$300,000 without a contract. This limit on the value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications. See RCW 35.22.620 for further details on how to utilize this process.

### 3.2 Unit Priced/On-Call Contracts

Unit Priced/On-Call (Work Order) Contracts (OC/WO Contracts) must be competitively bid and awarded without a *specific* public works project or scope of work in mind, but instead are contracts for general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on the unit prices bid by the contractor and the contractor proceeds to complete the work. The invitation for bid for these types of contracts must include estimated quantities of the anticipated types of work or trades and specify how the City will issue or request work assignments, work orders, or task authorizations/directives. These contracts must always be competitively solicited or bid per statute (small works roster or sealed competitive bidding, depending on contract amount). [RCW 35.23.352](#)(13) (as referenced by [RCW 35A.40.210](#)). Most often, unit price contracts (OC/WO) are used for repair, renovation, and maintenance, of public facilities, all of which are included in the definition of public works in RCW 39.04.010. For a city, the contracts may be for a set period not to exceed three (3) years with an optional one-year renewal before they must be re-bid.

Examples of Unit Priced/On-call Contracts are but are not limited to, emergency plumbing, HVAC, or electrical repairs.

Bidding and approval thresholds apply toward the total "master" unit price contract amount. The City Administrator approves individual task/work orders up to \$100,000 with notification to the City Council via the City Council Agenda Packet. Task/work orders exceeding \$100,000 must be approved by City Council.

- Requests for bids under a Unit Price (OC/WO) contract should incorporate unit price bid items.
- An OC/WO contract should be awarded to a responsible contractor with the lowest total price based on the sum of the unit price item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other public works' requirements apply based on the contract amount.
- If the original unit bid items do not cover the work to be accomplished, new line items may be added by change orders, or the work may be accomplished under a time and materials work order if the total contract amount is not exceeded.

### **3.3 Small Works Roster**

Chapter 39.04 RCW (via RCW 39.04.151 and 152 specifically) provides optional Small Works Roster provisions allowing the City to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects of \$350,000 or less, not including sales tax.

When the estimated cost of a public works project is \$350,000 or less, the City may follow the Small Works Roster (SWR) process for the construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City has contracted with the Municipal Research and Services Center of Washington (MRSC) for the City use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC. At least once per year, the City must post a list of all small works roster contracts awarded regardless of dollar value, including the date, the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the location where the bid quotations for these contracts are available for public inspection.

#### **Publication:**

At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters when they submit a written request and necessary records.

#### **To use the MRSC Roster (SWR):**

1. Requests for quotes must emphasize that quotes will be accepted only from contractors on the small works roster.

- a. Sample text: In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Oak Harbor is pleased to invite you to submit a quote under the subject solicitation. Contractors who quote on this project must be registered on the Small Works Roster by the time that quotes are due.*
2. Requests for quotes should list if bonds and prevailing wage will be required.
3. The Project Manager or Purchasing and Contract Coordinator contacts contractors off the Small Works Roster. Requests for quotes shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time, and location to return a quote/bid. However, detailed plans and specifications need not be included in the City's bid request. The information given to each contractor must be identical. Responses to requests for quotes/bids that do not require a bid deposit may be submitted by email.
4. At the time quotes are solicited, the City shall not inform a contractor of the terms or amount of any other contractor's quote for the same project.
5. No City employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact the Administration Manager to decide how to handle them.
6. The Project Manager or Purchasing and Contract Coordinator shall make a written record of each contractor's quote on the project and any conditions imposed.
7. The Purchasing and Contract Coordinator verifies that the lowest bidder meets the legal criteria in the quote request and is a responsive, responsible bidder (RCW 39.04.010, 39.04.350, sam.gov).
8. The Project Manager verifies the lowest responsive, responsible bidder meets the requirements to perform the Scope of Work and fills out the Public Works Contract to initiate the contract process.
9. Immediately after an award, the quotations obtained shall be recorded, open to public inspection, and available by inquiry.

### **Small Works Roster Process – Up to \$75,000**

1. Quotations may be given from all appropriate contractors on the appropriate small works roster.
2. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, equitably distributing the opportunity among the contractors on the appropriate roster.
3. The Purchasing and Contract Coordinator administers the contract process, and the Mayor, City Administrator, or designee must approve the contract for award.

### **Small Works Roster Process – Up to \$150,000**

1. Quotations may be given from all appropriate contractors on the appropriate small works roster.
2. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, equitably distributing the opportunity among the contractors on the appropriate roster.
3. The Purchasing and Contract Coordinator administers the contract process, and the contract is required to be approved for award by the City Council

### **Small Works Roster Process-Between \$150,000-350,000**

1. For all small works contracts with an estimated cost between \$150,000 and \$350,000, excluding sales tax, that are awarded using a small works roster process, public agencies must follow the small works roster competitive bidding process established by RCW 39.04.152(4)(a).
2. This competitive bidding process may also (optionally) be used for small works contracts with an estimated cost of less than \$150,000, not including sales tax. Direct contracting methods may be permissible in projects up to \$150,000 if more than one craft or trade is involved, or up to \$75,500 if a single craft or trade is involved. RCW 35.23.352 via RCW 35A.40.210.

3. When using the competitive bid process, you must send an **Invitation to Bid to the entire List of Businesses** (“project-specific roster” or “applicable roster”) generated for your project. You will then evaluate the bids received, select the lowest responsive bid submitted by a responsible bidder, and proceed to contract award and execution.

The Invitation to Bid should contain the following information; items with an asterisk (\*) are required by [RCW 39.04.152\(3\)](#):

1. Project name and number (consistent with agency accounting/contracting and/or platform identification)
2. The scope of work\* including:
  - a. Existing conditions (as applicable)
  - b. Materials and equipment that will be provided by the public agency\* or that the public agency requires
  - c. Current understanding of permitting requirements and authorities having jurisdiction
3. The estimated cost\*
4. Project schedule and deadlines for completing the project
5. Information on a site walk and/or pre-bid conference, if offered
6. Bid due date and time
7. Bid form
8. Instructions to Bidders, including mandatory bidder responsibility criteria and any supplemental bidder responsibility criteria ([RCW 39.04.350](#))
9. Where and how to submit bids
10. How questions can be submitted and how addendums, if necessary, will be provided and communicated
11. General agency contact information
12. Sample contract (contract template form) that will be awarded, including:
  - a. General conditions
  - b. Agency required forms
  - c. Insurance requirements (could be included in *instructions to bidders*)

- d. Bonding requirements (could be included in *instructions to bidders*)
- e. Retainage approach (could be included in *instructions to bidders*)
- f. Payment procedures
- g. Any other contract or project requirements

### 3.4 Procedure for Sealed Competitive Bids

#### Public Works Contracts Over \$350,000\*

\*(Also applies to Single Craft projects over \$75,500 and Multiple Craft projects over \$150,000 if the small works roster process is not used)

- Authorization Request. Request authorization from City Administrator to call for bids is required except for items identified in the current approved budget. The City Administrator may waive portions of the bid procedures in special circumstances. The “special circumstances” are limited to items where publication of bids may impinge on the safety of staff or City assets.
- Publication of Notice. After City Administrator authorization, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation, most likely to bring responsive bids at least fourteen (14) days before the bid submittal deadline.
- Notice Contents. Notice for bids should contain definite specifications and procedures for bidders to estimate their bids.
- Bid Submittal and Opening. Bids are submitted to the City Clerk, for date stamp and processing. Bid documents will contain the day, time, and location of where the bid opening will occur and will be open to the public. Bid openings will be announced to the Mayor, City Administrator, and department directors by the designee responsible for the project.
- Award of Bid. Except as otherwise provided herein, the City shall accept the bid of the lowest responsive and responsible bidder. Bid awards for contracts and purchases over seventy-five thousand dollars (\$75,000) require approval by the City Council.

- Award to Other than Low Bidder. When the bid award is not given to the lowest bidder, a statement of the reasons for not selecting the lowest bid shall be prepared by the responsible department head for the bid and submitted to the City Administrator and filed in the contract file.
- Rejection of Bids. The City Administrator or authorized designee may reject all bids without cause and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the City Administrator or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiated bid exceeds the current approved budget, the bid will be brought before the City Council for approval of the award.
- Performance and Payment Bonds. On public works projects a performance and payment bonds are required ([RCW 39.08.010](#)) for contracts over \$5,000 (RCW 39.04.152(5)). Performance and payment bonds are used to guarantee the contractor or the surety will complete the project and pay all subcontractors, workers, and suppliers. If the retainage is not enough to cover claims and unpaid fees, the performance and payment bonds will cover the remaining amount. Performance and payment bonds must usually be in the amount of 100% of the contract value. Cities and towns may set a bond amount between 25% and 100% by ordinance ([RCW 39.08.030](#)). Some cities ask for separate performance and payment bonds each for 100% of the contract amount, which doubles the coverage. Contractors may request the City waive bonds and instead retain 10% of the contract amount for 30 days after final acceptance date or until all releases are received from the state, whichever is later, for public works contracts of \$150,000 or less requiring performance and payment bonds ([RCW 39.08.010\(3\)](#)).
- Retainage/Retainage Bonds. RCW 60.28.011 requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to the Department of Revenue ETA 3024.2013, as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties. The contractor selects how the retainage will be held: a public fund, a private interest-bearing account, or a private escrow account. Contractors may request reducing retainage to 100% of the value of the remaining contract usually when at least 95% of the contract has been paid. Retainage cannot be held/required if the project is a federal transportation project. As an alternative to having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead covering any or all the amounts. Retainage Bonds are recommended for City of Oak Harbor projects.

### 3.5 Apprenticeship Utilization Requirements (AUR), RCW 39.04.300-.320

Beginning July 1, 2024, the City must require contractors to perform at least 15% of labor hours using workers enrolled in state-approved apprenticeship programs (apprentice utilization) on larger public works contracts, phased in as follows:

Timeframe	Apprentice utilization required for all projects estimated to cost*:
July 1, 2024-June 30, 2026	\$2 million or more
July 1, 2026-June 30, 2028	\$1.5 million or more
July 1, 2028, and after	\$1 million or more

\*"Estimated to cost" refers to the engineer's estimate or project estimate developed by the public agency which is included in the invitation to bid. The estimated cost is *not* the bid or award amount.

The AUR statutes do not specify whether sales tax is included in the estimated cost, so MRSC's guidance (consistent with guidance from the State Auditor's Office) is to include sales tax in the estimated cost of the project when determining whether AURs apply.

Under the AURs, public agencies are responsible for:

- Incorporating AUR elements into bid documents and contracts.** This includes provisions for apprentice utilization requirements, tracking, wages, expected costs, incentives, penalties, good faith efforts, and supporting specifications.
- Reviewing and approving Apprentice Utilization Plans submitted by bidders/contractors.** Ensure bidders and contractors submit an Apprentice Utilization Plan for the project.
- Monitoring compliance.** Verify that contractors and subcontractors submit and report the intent forms, certified payrolls, and affidavits to the L&I Prevailing Wage Intent and Affidavit (PWIA) Portal *before making contract payments*.
- Reviewing and adjusting the requirements.** If necessary, review and approve adjustments (reductions) to the apprentice utilization percentages, including a defined "good faith efforts" process.
- Assessing incentives/penalties.** Pay incentives or assess penalties as appropriate.

The City shall ensure it complies with AUR requirements as set forth in RCW 39.04.300-.320 when applicable. Staff are encouraged to work closely with the Purchasing and Contracts Coordinator to ensure they comply with all requirements of bidding, contract implementation, contract closeout, and reporting.

## 3.6 Insurance / Licenses / Prevailing Wages

FOUR requirements must be met when hiring a contractor or vendor to work for the City.

### 3.6.1 Certificates of Insurance

Before any contractor can work on City property (no matter the amount of the work), the contractor must furnish the City with a Certificate of Insurance, naming the City of Oak Harbor as primary & non-contributory additional insureds with an additional attached endorsement.

Certificates of Insurance are a complex issue, so please contact the Administration Manager to discuss insurance requirements and the limits of coverage, according to the risk involved (the Administration Manager will work with WCIA on requirements).

The City reserves the right to increase or otherwise adjust insurance amounts for all contracts, not just public works.

### 3.6.2 Responsibility Criteria for Contractors:

RCW 39.04.350 provides responsible bidder criteria. The City is required to award contracts to responsible, responsive bidders, and any subcontracts entered by a contractor must also include responsible bidder criteria and requirements.

Washington State Contractor's License/Federal Registration – It is unlawful for the City to hire anyone to do construction work on City property that does not have a valid State of Washington Contractor's License. You may look up a Contractor, Electrician, or Plumber at: <https://fortress.wa.gov/lni/bbip/>

- Department of Revenue Business Records Database:  
<https://secure.dor.wa.gov/gteunauth>
- Verify Workers' Compensation Premium Status: <https://fortress.wa.gov/lni/crpsi/>
- Check for debarment: State of Washington  
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>
  - Federal Debarment:
  - It is unlawful to hire any firm to do business with the City on a federal project that is not registered and in good standing with the US Government. You can check the status of an entity so see if they have been debarred at <https://www.sam.gov/portal/SAM/##11>. Print out the resulting page (even if no records were found) and place it in the contract file for audit. Please contact the Finance Department if assistance is needed.

### 3.6.3 City of Oak Harbor Business License

A City of Oak Harbor Business License is also required for any business working inside the city limits. The vendor may obtain a state and City of Oak Harbor business license from the Washington State Department of Revenue at [www.dor.wa.gov](http://www.dor.wa.gov).

### 3.6.4 Prevailing Wage Requirements

Chapter 39.12 RCW requires that workers be paid certain hourly wages for all public works and public service maintenance contracts, no matter the dollar amount.

This Prevailing Wage Law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings and to preserve local wage standards.

The Department of Labor and Industries administers the law, the Attorney General prosecutes violators, and the State Auditor ascertains whether our policies, practices, and procedures meet the requirements of the law.

**Owner/Operators** who do not have employees do not need to pay themselves prevailing wages; however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid the prevailing wages. It does not usually apply to work that is clerical, executive, administrative, or professional (grant funded projects may be an exception).

#### **DEPARTMENT RESPONSIBILITIES TO ENSURE PREVAILING WAGE LAW IS FOLLOWED:**

- **Prior to Getting an Estimate or a Quote** – Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the Department of Labor and Industries. The list can also be obtained online at: [www.lni.wa.gov/TradesLicensing/default.asp](http://www.lni.wa.gov/TradesLicensing/default.asp).
- **After a Vendor has been selected**, the vendor is required to file a “Statement of Intent to Pay Prevailing Wages” with the Department of Labor and Industries PRIOR TO STARTING WORK. Most vendors file online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.

There is a fee that the vendor will have to Pay L&I, and the completed Intents are also available online. Note: The vendor must insert the City Contract number in the contract number box on the Statement form.

- **After the work is completed** – The vendor must also file an “Affidavit of Wages Paid” with the Department of Labor and Industries. There is another fee that the

vendor will have to pay to L&I (L&I has waived this for work <\$750.00), and completed Affidavits are also available online. Note: The vendor must insert the City Contract number in the contract number box on the Statement form.

Final Payment must not be released until certified Intents and Affidavits have been received (and for contracts over \$35,000, Notice of Project Completion has been submitted to DOR, ESD, and L&I through Secure Access Washington (or other acceptable means). Releases have been received from all three agencies. Call the Administration Manager if you need help looking them up.

**NOTE: PREVAILING WAGES FOR PROJECTS UNDER \$2,500**

The City of Oak Harbor can administer the Intents and Affidavits, for projects under \$2,500 (including tax). **There is no filing fee to the vendor.** All combined Intent and Affidavit forms for the City must be submitted within 30 days by the Project Manager.

**3.7 Change Orders**

A change order is work added or removed from the original scope of work, as agreed upon in the contract signed by the city and contractor before work begins. As the work proceeds, either the city or the contractor decides on a change that needs to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager, but no party is obligated until a contract modification is fully executed.

A change order is a purchaser's written authority to the supplier to modify or add to a purchase or project. It is created by the Department or the project designee.

The City Administrator may authorize individual change order increases up to 20% or \$100,000, whichever is less, over the amount of the originally approved contract. A change order must not increase the total contract amount to more than the approved budget without Council approval. Change orders for more than 20%/\$100,000, and/or those that cause the project to go over the budgeted amount, must receive pre-approval from City Council. Should a change order be required in the field, the Public Works staff person acting as project manager may authorize the change if necessary. It must then be duly signed by the City Administrator in a timely manner. If the change order would cause the contract to go over budget or is more than a 20%/\$100,000 increase, the request must be pre-approved by Council, and an amended contract may be necessary.

**3.8 Final Project Acceptance**

The City Administrator is authorized to formally accept all projects as final once it is determined that the project is complete. The City Administrator may discretionarily defer any final project acceptance to the City Council for approval.

### **3.9 Rule 171 – Sales Tax Exemptions**

Normally, sales tax applies to every sale of tangible personal property (and some services) to all persons, including cities. Thus, for bid limit purposes, the tax generally must be included when determining the cost of a public work, or when calculating the cost of materials, supplies, and equipment purchases separately from public work, though it is not necessary to determine whether a project is less than \$350,000 and eligible to use the small works roster process. However, some sales and use tax exemptions exist for certain public works projects.

The exemptions include:

- Labor and services rendered for the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle owned by a city or town which is used primarily for pedestrian or vehicle traffic.
- Materials used in constructing these projects are not exempt from the sales and use tax.
- Labor and services for the processing and handling of sand, gravel, and rock taken from city pits and quarries when the material is for publicly owned road projects.
- RCW 82.04.050(10). See also WAC 458-20-171, nicknamed “Rule 171”.
- RCW 82.08.0275 and WAC 458-20-171

## 4.0 ARCHITECT AND ENGINEERING (A&E) SERVICES

Architect and Engineering consultants are initially selected based upon their qualifications, rather than price (see RCW 39.80.050). These services will be acquired under the authority and procedures outlined in chapter 39.80 RCW. Under these provisions, the City generally issues a Request for Qualifications (RFQ). It will negotiate a contract with the most qualified firm at a price the City determines is fair and reasonable. Please refer to Appendix C for written methods of evaluating the most qualified firm.

In making its determination, the City shall consider the estimated value of the services rendered and the scope, complexity, and professional nature. If the City cannot negotiate a satisfactory contract with the firm selected at a price the City is determined to be fair and reasonable, negotiations shall be terminated, and the City shall begin negotiations with the next highest qualified firm.

The City may also use the MRSC Consultant Roster for architectural, engineering, and surveying services.

### THRESHOLDS FOR ARCHITECT AND ENGINEERING SERVICES:

ARCHITECT AND ENGINEERING SERVICES		
Bid Threshold	Procedure	Authorization Authority
\$ -0- to \$350,000	All local government agencies in Washington must follow the same qualifications-based selection (QBS) process outlined in Chapter 39.80 RCW	City Administrator/Mayor may award up to \$75,000
Over \$350,000	You must solicit competitive bids and evaluate them based on qualifications, without regard to cost	City Council must award and approve if over \$75,000
Department Directors must notify the City Council of all services purchased under \$75,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

## 5.0 ORDINARY OR “PURCHASED” SERVICES

“Ordinary/Purchased Services” are those vendors that provide for a local agency's routine, necessary, and continuing functions, mainly relating to physical activities. Many ordinary services require prevailing wages. **Check with L&I to confirm whether the services you are looking to procure require prevailing wages.**

Purchased services are generally repetitive, routine, physical, or mechanical in nature, following established or standardized procedures, and:

- Contribute to the day-to-day business operations.
- Involve completion of assigned and specific tasks.
- Include decision-making that is routine or perfunctory in nature and
- May require payment of prevailing wages.

### Examples include:

- Delivery/courier service
- Building maintenance (janitorial)
- Groundskeeping (without construction-type activities)
- Herbicide application service
- Recycling/disposal/litter pickup service
- Vehicle inspection, lubricating, and repair services
- HVAC system maintenance service (without repair)

### THRESHOLDS FOR ORDINARY OR “PURCHASED” SERVICES:

PURCHASE OF ORDINARY OR “PURCHASED” SERVICES		
Bid Threshold	Procedure	Authorization Authority
\$ -0- to \$10,000	The department is encouraged to determine that the price is fair and reasonable and document it in department files.	Director awards and approves
\$10,000 to \$75,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$75,000	Formal RFP -May be Sealed or Not-	City Council award and approve

Department Directors are required to notify the City Council of all services purchased under \$75,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means. **Contracts that exceed 1-year duration are required to go to City Council for approval.**

## 6.0 PERSONAL SERVICES

A “Personal Service Contract” is an employment contract with an independent contractor, commonly where the City hires a consultant to provide professional or technical expertise to accomplish a specific study, project, task, or other work statement according to RCW 39.29.006. These activities and products are mostly intellectual in nature, **but do not include architecture and engineering services, which have their own requirements.**

**The City Attorney must review, and the City Administrator or Mayor must sign all Personal Service Contracts, regardless of dollar amount in accordance with the authorized levels set forth below.**

Examples include:

- Legal Services
- Management Consulting and Analyses
- Accounting and Auditing
- Real Estate Broker
- Comprehensive Plans
- Archaeology
- Material Testing

### THRESHOLDS FOR PERSONAL SERVICES:

PURCHASE OF PERSONAL SERVICES		
Bid Threshold	Procedure	Authorization Authority
\$ -0- to \$10,000*	<b>Direct contracting is allowable.</b> The department is encouraged to determine whether the price is fair and reasonable and document it in its files.	Director awards and approves
\$10,000 to \$75,000*	<b>Direct Contracting is allowable.</b> The City Administrator/Mayor will determine the fair and reasonable price and	City Administrator/Mayor award and approve
	document it in the procurement file. Use of MRSC Roster is encouraged	

Over \$75,000 Formal RFP	-May be Sealed or Not-Use of MRSC Roster is encouraged	City Council award and approve
*Department Directors are required to notify City Council of all services purchased under \$75,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means. Contracts that exceed 1-year duration are required to go to City Council for approval.		

## 7.0 HOW TO LEASE

1. Competitive bids are required on equipment leases of over \$75,000. The Legal Department must review, and the City Council must approve all equipment leases over one (1) year.
  - a. Legal Review - Send to Legal for review.
  - b. Fiscal Approval—Review proposals with the Finance Department prior to budgeting the expense. Lease-to-own purchases are to be budgeted and accounted for as if the total expense were to be incurred when the item is purchased.
  - c. Lease Approval - City Council must approve all equipment leases if over one (1) year duration.
2. A lease of property with an option to purchase valued at more than \$75,000 is subject to competitive bidding.
3. Lease vs. Rent: Leasing is generally used for mid- to long-term contracts. Renting is usually a short-term, more casual solution that can be approved by the Department Director.

## 8.0 DISPOSAL OF SURPLUS PROPERTY

Upon the recommendation of a Department Director or the Finance Department, property with an estimated value under \$50,000, may be declared surplus by the Mayor or City Administrator as designee, or by the City Council for property with an estimated value of \$50,000 or greater, upon one or more of the following criteria:

- The City has or soon will have no foreseen practical and efficient use for the property.
- The purpose served by the property can be accomplished using a better, more effective, or more efficient alternative.
- The purpose serviced by the property no longer exists as determined by a change of policy evidenced by an ordinance or resolution of the City Council.
- The property is damaged, worn out, or otherwise inoperable, and the cost of repairing the same is unwise or impractical.
- If the value of the property the City is seeking to surplus is greater than \$50,000, then pursuant to RCW 39.33.020 a public hearing is required.
- Additionally, RCW 35.94.040 requires that a public hearing be held if the property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use and the city desires to lease, sell, or convey the property. A hearing is required regardless of the value of the property.

See the City of Oak Harbor's Disposal of Surplus City Assets Policy for further procedures.

## 9.0 Definitions

The following terms are often used interchangeably. We typically use these terms as described below:

### Purchasing, Procurement

- **Purchasing** is the act, function, and responsibility for the acquisition of equipment, materials, supplies, and services. The term describes the process of buying.
- **Procurement** includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

### Vendor, Contractor, and Consultant:

- **Vendor** is typically used when referring to a supplier, one who sells goods, materials, or supplies.
- **Contractor** is typically used when referring to a construction or maintenance company. Can also apply to an individual or business having a contract with the City.
- **Consultant** is typically used when working on a Professional Service Contract. The term means a person with education and/or experience which uniquely qualifies them to perform some specialized services.

### Bid, Quote, Proposal

- **Bid** is an offer submitted by a contractor in response to an invitation to bid (ITB) or advertisement. Typically, bids result in contracts awarded to the lowest responsive, responsible bidder.
- **Quote** is a statement of prices, terms of sale, and description of goods or services offered by a vendor to the City. Commonly used in more informal solicitations.
- **Proposal** is the document submitted by the offeror in response to an RFP/Q. Proposals allow contract award based on factors other than cost and may result in negotiations.

**Project Cost** - Equipment/Material Cost + Cost of Installation = Project Cost (including tax)

**Long-Term Commitment** – Any commitment to a grant that exceeds an approved biennial budget.

## 10.0 Acronyms

**SOQ** – Statement of Qualifications

**RFB** – Request for Bids

**RFQ** – Request for Qualifications

**RFP** – Request for Proposal

**ITB** – Invitation to Bid (Formal Bid)

**ITQ** – Invitation to Quote (Small Works)

**MWDBE** – Minority, Women, and Disadvantaged Business Enterprise

**CIP** – Capital Improvement Plan

**A&E** - Architect and Engineering

**SWR** – Small Works Roster

**CFR** – Code of Federal Regulations

**SAW** – Secure Access Washington

## APPENDIX A

### Summary of Competitive Requirements by Project Type

Project Type	Contract Value	Competitive Process Requirements
Small Public Works Roster Projects	<\$350,000	Quotations shall be solicited from at least 5 contractors on the appropriate small works roster in a manner that will equitably distribute the opportunity among the contractors. Retainage and performance/payment bonds are required.
Competitively Bid Public Works Projects	>\$350,000	Public notice and call for sealed bids. Formal award. Retainage and performance/payment bonds are required.
Purchases of supplies, materials, and equipment unrelated to public works project	<\$10,000	Three quotes are desirable. The department is to verify the lowest price by comparative pricing.
A competitive negotiation process may be used as an alternative to bidding for computer and telecommunications equipment, software, and related services.	\$10,000-\$75,000	Minimum of 3 written quotes from approved vendor list. Purchase Request required.
	>\$75,000	Public Notice and a Call for Sealed Bids are required. Cooperative Purchasing may be used as well.
Purchase of A&E, surveying, or landscape Architecture Services	<\$350,000	Review the qualifications of firms on the consulting services roster, select the 3-6 most qualified firms, and invite proposals. Select the most qualified firm using proposals.
Selection is based on a review of qualifications first, then negotiations to arrive at a price that is deemed fair and reasonable to the City.	>\$350,000	Publish RFQ, select 3-6 firms to submit proposals. Review proposals, hold interviews, and select the most qualified firm.

<p>Purchased Services</p> <p>Examples-janitorial, landscaping, vehicle repairs, HVAC maintenance</p>	<\$10,000	Three quotes are desirable. The department is to verify the lowest price by comparative pricing.
	\$10,000-\$75,000	Minimum of 3 written quotes from approved vendor list. Purchase Request required.
	>\$75,000	Public Notice and a Call for Sealed Bids are required. Cooperative Purchasing may be used as well.
<p>Personal Services</p> <p>Examples-Legal services, management consultant, accounting, auditing, archaeology, material testing</p>	<\$10,000	<b>Direct Contracting is allowable.</b> Three quotes are desirable. The department is to verify the lowest price by comparative pricing.
	\$10,000-\$75,000	<b>Direct Contracting is allowable.</b> The City may use a formal RFP or solicit a minimum of 3 written quotes from the approved vendor list. A Purchase Request is required.
	>\$75,000	Public Notice and a Call for Sealed Bids are required. Cooperative Purchasing may be used as well.

## **APPENDIX B - Federal Awards Standards**

### **CITY OF OAK HARBOR**

#### **FEDERAL AWARD STANDARDS**

##### PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Oak Harbor will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by The Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book), and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles included as Attachment A.

##### INTERNAL CONTROLS

The City of Oak Harbor will maintain effective internal control over Federal awards, providing reasonable assurance that the City of Oak Harbor is managing Federal awards in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The City will:

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.
- Follow the process workflow included as Attachment B.

##### CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

## ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Oak Harbor whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Oak Harbor to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Oak Harbor shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

## COST SHARING OR MATCHING

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing, or matching when such contributions meet all the criteria outlined in § 200.306 (b).

If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

## ALLOWABLE COSTS

Federal awards will meet the following general criteria to be allowable except where otherwise authorized by statute.

- Be necessary and reasonable for the performance of the Federal award.
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City of Oak Harbor.
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles (GAAP).
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally financed program in either the current or a prior period.
- Be adequately documented.

## PROCUREMENT

When procuring property and services under a Federal award, the City of Oak Harbor will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions. The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
<p>Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.</p>	<p><del>\$10,000 federal threshold</del> <u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u></p>	<p><u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u> <del>\$10,000 federal threshold</del></p>
<p>Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).</p>	<p><u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u> <del>\$10,001-\$250,000 federal threshold</del></p>	<p><u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u> <del>\$250,000 federal threshold</del></p>
<p>Sealed Bids / Competitive Bids (Formal)</p>	<p><u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u> <del>Over \$250,000 federal threshold</del></p>	<p><u>Refer to the federal procurement under 2 CFR 200 for the current dollar threshold amount.</u> <del>Over \$250,000 federal threshold</del></p>
<p>Competitive proposals</p>	<p>Used when conditions are not appropriate for the use of sealed bids.</p> <p>Must publicize request for proposals soliciting from an adequate number of qualified sources.</p> <p>Maintain written method for conducting technical evaluations.</p> <p>Contract must be awarded to the responsible firm whose proposal is most advantageous to the program</p>	

Non-competitive proposals	<p>Appropriate only when: Available only from a single source; or Public emergency; and Expressly authorized by awarding or pass-through agency in response to written request from the City of Oak Harbor; or</p> <p>After soliciting a number of sources, competition is deemed inadequate.</p>
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Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts more than \$250,000 requires that the City of Oak Harbor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

The City of Oak Harbor will monitor procurements to avoid duplicative purchases. The City will also continue to enter into inter-entity agreements to realize cost savings for shared goods and services when possible.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government.

#### SINGLE AUDIT ACT

The City of Oak Harbor, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

#### CLOSURE

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

### **CITY OF OAK HARBOR CODE OF CONDUCT FOR FEDERAL FUNDS USAGE**

#### PURPOSE

The purpose of the Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

#### APPLICATION

This Code of Conduct applies to all elected officials, employees or agents of the City of Oak Harbor engaged in the award or administration of contracts supported by federal grant funds.

#### REQUIREMENTS

No elected official, employee or agent of the City of Oak Harbor shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The city employee, elected official, or agent; or
- Any member of their immediate family; or

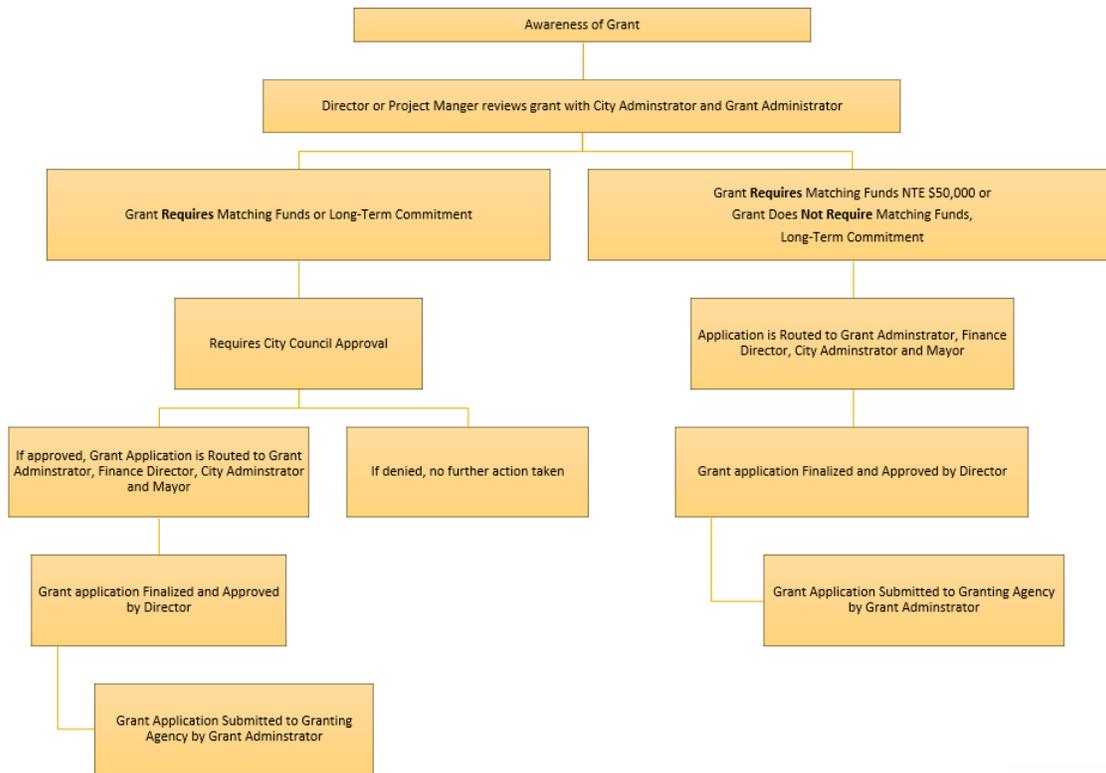
- Their partner; or
- An organization which employs or is about to employ any of the above.

The City of Oak Harbor's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

#### REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Oak Harbor's elected officials, employees or agents, or the contractors, potential contractors, subcontractors, or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.





**CITY OF OAK HARBOR GRANT PROCESS**





EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, O.C. 20503

OFFICE OF FEDERAL  
FINANCIAL MANAGEMENT

June 20, 2018

M-18-18

MEMORANDUM FOR CHIEF FINANCIAL OFFICERS AND HEADS OF SMALL EXECUTIVE AGENCIES

7 [ ] [ ]

FROM: Tim Soltis  
Deputy Controller, Office of Federal Financial Management

SUBJECT: Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance

In accordance with recent statutory changes set forth in the National Defense Authorization Acts (NOAA) for Fiscal Years 2017 and 2018, this memorandum raises the threshold for micro-purchases under Federal financial assistance awards to \$10,000, and raises the threshold for simplified acquisitions to \$250,000 for all recipients. Further, it implements an approval process for certain institutions that want to request micro-purchase thresholds higher than \$10,000. Agencies are required to implement these changes in the terms and conditions of their awards, and recipients of existing Federal financial assistance awards may implement them in their internal controls.

**Background**

This memorandum applies to all Federal agencies, as defined at S U.S.C. § 551(1), that award grants or cooperative agreements. It implements changes to the micro-purchase and simplified acquisition thresholds for financial assistance under the NOAAs for Fiscal Year (FY) 2017 and FY2018. The micro-purchase threshold refers to purchases of supplies or services using simplified acquisition procedures, not to exceed an established amount pursuant to the Office of Management and Budget (OMB) Governmentwide Guidance for Grants and Agreements ("Uniform Guidance") at 2 C.F.R. § 200.67 (Micro-purchase). The simplified acquisition threshold refers to purchases of property or services using small purchase methods not to exceed an established amount pursuant to 2 C.F.R. § 200.88 (Simplified acquisition threshold). For Federal financial assistance awards, these purchases are acquired for use by a Federal program. The NDAA for FY2017 increased the micro-purchase threshold from \$3,500 to \$10,000 for institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes (41 U.S.C. § 1908). The NDAA for FY2018 increases the micro-purchase threshold to \$10,000 for all recipients and also increases the simplified acquisition threshold from \$100,000 to \$250,000 for all recipients.

**Implementing the NDAA for FY2017**

Section 217(b) of the DAA for FY2017 raises the micro-purchase threshold to \$10,000 for procurements under grants and cooperative agreements for institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes.<sup>1</sup>

<sup>1</sup> Pub. L. No. 114-328 (codified at 41 U.S.C. § 1902(11)(2)).

The DAA for FY2017 also establishes an interim uniform process by which these recipients can request and Federal agencies can approve requests to apply a higher micro-purchase threshold. Specifically, the 2017 DAA allows a threshold above \$10,000 if approved by the head of the relevant executive agency. For purposes of this approval, the institution's cognizant Federal agency for indirect cost rates will be the relevant executive agency as defined in 2 C.F.R. § 200.19 (Cognizant agency for indirect costs). To receive a higher threshold, the institution must either have "clean single audit findings (i.e., in accordance with 2 C.F.R. § 200.520 • Criteria for a low-risk auditee), have an acceptable internal institutional risk assessment, or the higher threshold must be consistent with State law for public institutions.

Agencies should reflect this change through policy or terms and conditions in awards for those institutions. The effective date for this change was when the NOAA for FY2017 was signed into law on December 23, 2016. OMB intends to revise the Uniform Guidance to conform with the law.<sup>2</sup>

#### Process for Requesting a Higher Threshold Under the NOAA for FY2017

Requests for approval should be submitted to the institution's cognizant Federal agency for indirect cost rates; however, institutions should contact the agency before sending the request to determine the correct point of contact. The cognizant Federal agency will assign review of the request to the appropriate office within the agency to determine whether to approve, and will maintain records and justification of all approvals. The request should include the threshold level being requested and the justification(s) for it based on the criteria above per Section 217(b) of the NOAA for FY2017.

#### Implementing the NOAA for FY2018

This memorandum also implements provisions of the NOAA for FY 2018, Pub. L. No. 115-91, which became law on December 12, 2017. Specifically, section 806 raised the micro-purchase threshold from \$3,500 to \$10,000, and section 808 raised the simplified acquisition threshold from \$100,000 to \$250,000. Pursuant to 2 C.F.R. § 200.67 (Micro-purchase) and 2 C.F.R. § 200.88 (Simplified acquisition threshold), these higher thresholds are not effective until implemented in the Federal Acquisition Regulation (FAR) at 48 C.F.R. Subpart 2.1 (Definitions).<sup>3</sup>

In order to allow maximum flexibility for grant recipients in light of the changes to the NOAA for FY2018, OMB is granting an exception allowing recipients to use the higher threshold of \$10,000 for micro-purchases and \$250,000 for simplified acquisitions in advance of revisions to the FAR at 48 C.F.R. Subpart 2.1 and the Uniform Guidance. Pursuant to 2 C.F.R. § 200.102 (Exceptions), OMB may allow exceptions to the Uniform Guidance when exceptions are not prohibited by statute. The exception takes effect upon the date of issuance of this memo. Agencies should apply this exception to all recipients. Recipients should document any change based on this exception in accordance with 2 C.F.R. § 200.318 (General procurement standards).

If you have any questions regarding this memorandum, please contact Mary Tutman at [Mary.E.Tutman@omb.eop.gov](mailto:Mary.E.Tutman@omb.eop.gov) or Gil Tran at [Hai\\_M.\\_Tran@omb.eop.gov](mailto:Hai_M._Tran@omb.eop.gov).

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<sup>2</sup>The American Innovation and Competitiveness Act, Pub. L. No. 114-329, § 207(b) (2017) states that the Uniform Guidance shall be revised to conform with the requirements concerning the micro-purchase threshold.

<sup>3</sup>Codified 3141 U.S.C. § 1902(1).

## APPENDIX C

### Written Method of Evaluating the Most Qualified A&E Firm

#### Proposal Requirements

Please include the following items:

**Section 1. Letter of Interest**

Provide a letter interest of the firm in this project.

**Section 2. Firm Profile**

Provide an overall firm profile outlining the history, primary markets, services, clients, staff size and expertise.

**Section 3. Relevant Experience**

Provide project or service profiles highlighting similar work. Include the scope of services provided and staff personnel assigned to the project.

**Section 4. Proposed Staff**

Provide detailed resumes for staff proposed to work on these project, including employment history and project experience. Provide an explanation of the proposed role for each individual.

**Section 5. Project Approach**

Describe how you would accomplish the tasks described in the Scope of Services including a proposed delivery schedule.

**Section 6. References**

Provide at least three client references from similar projects.

The proposal shall be submitted via email in PDF format no longer than 20 pages.

#### Selection Process

A City-appointed team will review all complete proposals based on the evaluation criteria as described:

**Proposal Evaluation Criteria**

<i>Letter of Interest</i>	<i>15 points max</i>
<i>Firm Profile</i>	<i>10 points max</i>
<i>Relevant Experience</i>	<i>25 points max</i>
<i>Proposed Staff</i>	<i>25 points max</i>
<i>Project Approach</i>	<i>25 points max</i>

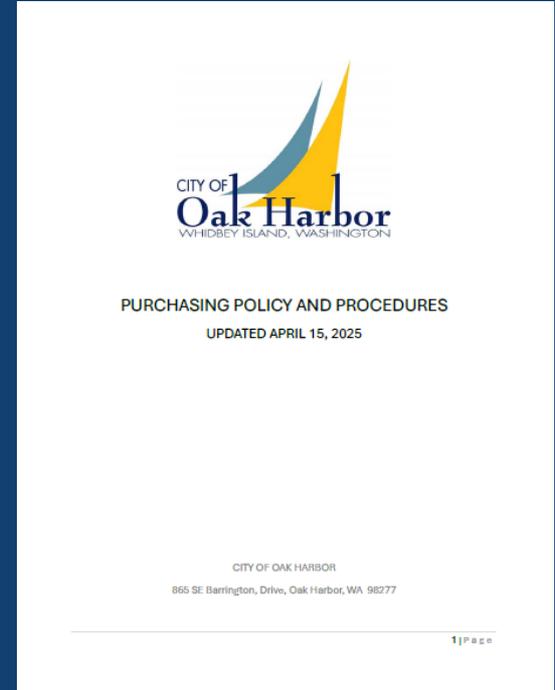
The City will short list the top three scoring firms for interviews. For the interviews the City will score the three firms based on proposed project approach and project staff.

The City will contact the firm with the highest scoring firm at the interview to begin negotiations. If an agreement cannot be reached with the top ranked firm, the City will contact the firm with the next highest scored proposal and negotiate with that firm. The process will be repeated until an agreement is reached.

# PURCHASING POLICY & PROCEDURES UPDATE

# PURCHASING POLICY AND PROCEDURES MANUAL

- Designed to assure the citizens, the City Council, and City administrative staff that the City of Oak Harbor is receiving maximum value for each tax and utility dollar expended and assure fiscal responsibility in the procurement process
- Designed to help city staff with the inclusion of “best practices,” user-friendly flow charts, and checks and balances
- Last updated April 15, 2025



# PURPOSE

- **Update Section 3.0 Public Works, which contains a note referencing federal thresholds for competitive bidding requirements for federal grants**
- **Update Appendix B-Federal Awards Standards to allow staff to follow the most current thresholds for federal procurement under 2 CFR 200**

# BEST PRACTICE

- Best practice is to follow the current federal procurement threshold, which is subject to frequent changes, to ensure compliance with the latest regulations and streamline procurement processes.

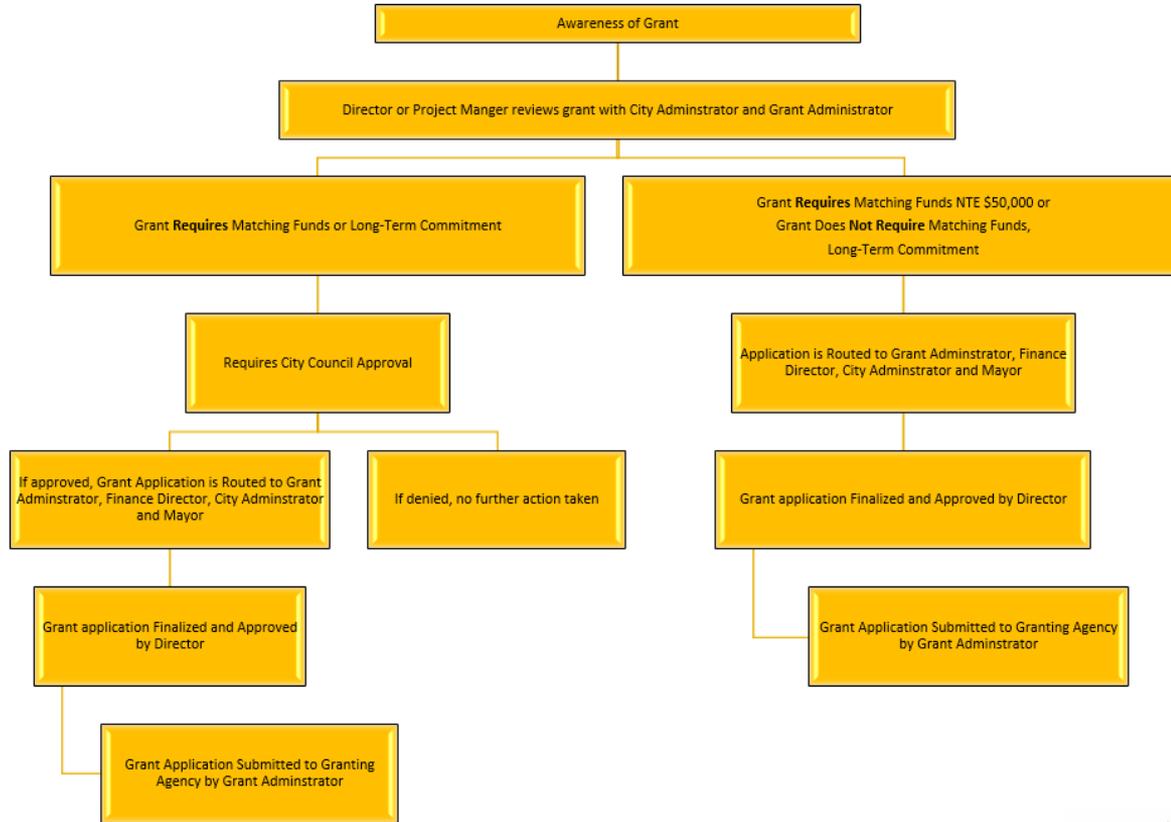


## 2 CFR 200

- Effective October 1, 2025, federally funded procurements of goods or services are subject to two key threshold increases:
  - The Micro-Purchase Threshold (MPT) has increased from \$10,000 to \$15,000
  - The Simplified Acquisition Threshold (SAT) has increased from \$250,000 to \$350,000
- These adjustments directly affect the competitive procedures federal grantees are required to implement by the Federal Procurement Standards in 2 CFR §§ 200.317–200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”).

# GRANT AUTHORITY PROCESS REMAINS THE SAME

- **If matching funds do not exceed \$50,000**
  - Allows the Department Directors, City Administrator, and Mayor flexibility by determining whether budget capacity in operations will be available for match and creates efficiencies at the beginning of the process
  - The City Council will continue to authorize the acceptance of the grant
- **No matching funds**
  - Because there is no financial commitment, this change will only create efficiencies at the beginning of the process
  - The City Council will continue to authorize the acceptance of the grant
- **No long-term commitment**
  - This ensures that the current biennial budget is being adhered to and that no commitment is made outside of the approved budget funds



**CITY OF OAK HARBOR GRANT PROCESS**

# MOTION

**I move to approve the updates and revisions as presented in the Purchasing Policy and Procedures dated January 20, 2026.**

**Subject:** Professional Services Agreement—Kimley Horn and Associates, Inc. for an Environmental Impact Statement  
**Submitted By:** Rajesh Kamak, Principal Planner  
Sandra Place, Administration Manager

**RECOMMENDED ACTION**

Motion to approve the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Environmental Impact Statement services in an amount not to exceed \$227,969.00.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda item is to enter into a Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide services in preparing an Environmental Impact Statement (EIS) as outlined in the attached scope of work.

The Comprehensive Plan, prior to adoption, is required to go through the State Environmental Policy Act (SEPA) review process. In the City's case, since population thresholds from the original EIS will be exceeded, along with the volume of housing types and units required for this update, the normal SEPA process is expanded to an EIS process. An EIS is a detailed, comprehensive document that assesses the potential environmental consequences – both positive and negative – of a proposed action or project, and a very beneficial part of doing an EIS is assessing alternatives that would not normally be considered. This provides a unique opportunity for the community to choose their path forward. The EIS will follow the process outlined in the SEPA and aims to inform decision-making, ensuring that environmental factors are thoroughly considered alongside economic and social concerns before the Comprehensive Plan is adopted.

Staff requested proposals from qualified firms to prepare a draft and final EIS on June 14, 2025, using the Seattle Daily Journal of Commerce, Whidbey News-Times, and the City's website. Two (2) proposals were received by the deadline of July 9, 2025. An evaluation team reviewed the two proposals, conducted virtual interviews, and initiated negotiations with Kimley-Horn and Associates, Inc.

Kimley-Horn and Associates, Inc. is currently updating the City's Comprehensive Plan and is excited to partner with the City of Oak Harbor on this project as well, if approved.

**LEGAL AUTHORITY**

N/A

**FISCAL IMPACT**

On November 5, 2025, the City Council approved a budget amendment in the amount of \$228,000.00 to fund these services, which will be covered by the Goldie Road sale funds, restricted for economic development, and the Economic Development Reserve Funds. Expense has been budgeted in the General Fund, Development Services Department - Professional

Services account (001.38.558.60.4100)

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

City Council approved Budget Amendment #2, which added funds to be spent on an EIS in an amount not to exceed \$227,969.00.

**ATTACHMENTS**

1. PSA for Consultant Services Kimley Horn Final
2. Exhibit A-page 3 & 4
3. Kimley-Horn\_Level of Effort Spreadsheet
4. Powerpoint-EIS

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR, WASHINGTON  
AND KIMLEY-HORN AND ASSOCIATES, 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 Kimley-Horn and Associates, Inc. , a North Carolina Corporation licensed to do business in Washington State (“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 to provide an Environmental Impact Statement (EIS) for the 2025 Periodic Comprehensive Plan Update 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 and payment in full of all monies due to the Consultant, 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 APPOINTMENT AND TERM.** The term of this under this agreement shall commence upon the date of final execution by all parties (“Effective Date”) and shall end upon the earlier of:

- (1) Completion and delivery by Consultant, and acceptance by City, of all required deliverables under the Scope of Work, or
- (2) Expenditure of the maximum authorized contract amount of \$227,969.00 under this Agreement.
- (3) December 31, 2026, provided that services may be terminated prior to the end of the term as provided herein, or

The parties anticipate that the Consultant’s services will be completed no later than December 31, 2026, unless the scope of the work under this Agreement is otherwise amended by written agreement of the parties. Under no circumstances may the term of this Agreement extend beyond December 31, 2026, or involve total expenditures exceeding \$227,969.00 without written amendment hereto.

**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 published federal, state and local laws and ordinances in effect at the time the services are provided 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. The Consultant will use the following subconsultants or as set forth in Exhibit \_\_\_\_:

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- 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 two-hundred twenty-seven thousand nine hundred sixty-nine dollars (\$227,969.00) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete

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

- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month 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 as achievable by exercise of Consultant's customary industry professional standard of care.

**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:

**DIRECTOR OF DEVELOPMENT SERVICES  
CITY OF OAK HARBOR  
865 SE BARRINGTON DRIVE  
OAK HARBOR, WA 98277**

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

**KIMLEY-HORN AND ASSOCIATES, INC.  
421 FAYETTEVILLE STREET, SUITE 600  
RALEIGH, NC 27601**

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 \_\_20th\_\_ day of \_\_January\_\_, 2026.

CITY OF OAK HARBOR

KIMLEY-HORN AND ASSOCIATES, INC.

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
Canaan Reverts, 177D46CAFCC3448...

Signed by:  
*Canaan Reverts*

Associate

Attest:

\_\_\_\_\_  
, City Clerk

Approved as to form:

\_\_\_\_\_  
, City Attorney

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**Exhibit A**  
**Scope of Services**



## PROJECT APPROACH

The 2025 Periodic Comprehensive Plan Update includes providing capacity for approximately 1,219 new jobs and 3,735 new housing units as the city grows over the next 20 years. The new growth anticipated exceeds what was studied in the EIS prepared for the 1995 Comprehensive Plan. Our approach is to update the 1995 EIS to reflect the increased amount of growth, assess the impacts of future growth, and identify appropriate mitigations for that growth.

The Kimley-Horn team has deep experience with community engagement, comprehensive planning, and preparation of SEPA checklists and environmental review. **Given our current role as lead consultants for the 2025 Periodic Comprehensive Plan Update, we will focus on integrating the SEPA process into the overall project tasks and schedule. This includes community engagement, development of the comprehensive plan, coordination with the City's team, and meetings and hearings with the Planning Commission and City Council.** We have already dedicated substantial time working with the City team to identify options for increasing housing capacity, which will lay the foundation for EIS alternatives.

We will continue to create high-quality work products and leverage our deep knowledge of the GMA and SEPA to achieve a comprehensive plan and SEPA EIS that are community-driven. **Our approach is to facilitate a project that sets a strong foundation for implementation, so the community's goals are achieved.**



## SCOPE OF WORK

### Task 1: Ongoing Coordination and Meetings

#### Task will consist of:

- A kick-off meeting with the City.
- Ongoing meetings and coordination with the City.
- Kimley-Horn project team coordination.
- Preparation of materials and attendance at Planning Commission and/or City Council meetings.

#### Assumptions:

- Budget assumes 12 hours of coordination and meetings per month for 12 months.
- Budget assumes two in-person meetings with either the Planning Commission and/or City Council regarding the EIS.
- The City will provide Kimley-Horn copies of all existing environmental information and studies.
- For efficiency and cost effectiveness, meetings may be combined with meetings on the comprehensive plan.

### Task 2: Draft EIS Scoping and Selection of Alternatives

#### Task will consist of:

- Preparation of a Determination of Significance and Scoping Notice, with a supporting SEPA checklist or fact sheet indicating which topics are identified for inclusion in the scoping process. Drafts will be provided to the City for issuance to the public in accordance with Revised Code of Washington (RCW) 43.21C, Washington Administrative Code (WAC) 197-11, and City of Oak Harbor Code.
- Preparation of materials to assist the City with messaging, including online content to address comments from interested parties.
- Preparation of materials and attendance at one in-person scoping meeting. This will include preparation of meeting materials and providing a forum for attendees to provide scoping comments.
- Assistance with the development of three SEPA alternatives, one of which will be a no-action alternative.
- Review of scoping comments received and preparation of document to synthesize comments.
- Selection of alternatives for the Draft EIS. This assumes an in-person presentation to the City Council.

# "Exhibit A"

**Assumptions:**

- 30-day scoping comment period.
- The City will host and manage content for the project website and Kimley-Horn will provide content for the City to include.
- Kimley-Horn will prepare a presentation and facilitate one in-person scoping meeting with three consultant team members in attendance.
- Final determination of alternatives and scope of Draft EIS will be made by the City based upon recommendations from Kimley-Horn and comments received during the scoping comment period.
- The City will provide scoping comments received to Kimley-Horn. Budget assumes up to 20 unique comments.
- Alternatives will not be modified after selection, including growth targets.
- Meeting the project schedule outlined by the City assumes that growth targets will be finalized by the time scoping begins.

**Task 3: Draft EIS Preparation****Task will consist of:**

- Preparation of a Draft EIS outline for the City's review.
- Preparation for a Draft EIS for City review and preparation of revisions based upon the City's comments.
- Preparation of a Draft Notice of Availability for the City to finalize and issue to the public in accordance with RCW 43.21C, WAC 197-11, and City of Oak Harbor Code.
- Preparation of materials to assist the City with messaging, including online content to address comments from interested parties.
- Preparation of materials and attendance at one in-person meeting to take place in conjunction with the issuance of the Draft EIS. This will include preparation of meeting boards, presentation materials, and providing a forum for attendees to provide scoping comments. This assumes one round of review to create the meeting materials.
- Draft EIS will include analysis of growth within the city limits based upon the selected alternatives. The Draft EIS will also include an analysis of the unincorporated Urban Growth Area.

**Assumptions:**

- Assumes two rounds of review for the Draft EIS outline and Preliminary Draft EIS before issuance.
- 30–45-day comment period on Draft EIS.
- One in-person meeting. Budget assumes Kimley-Horn will have four members in attendance.
- The City will secure meeting location.
- Kimley-Horn will prepare meeting materials and bring items, such as easels, project boards, pens, sticky notes, comment cards, and other materials to facilitate the meeting.
- This is a nonproject EIS. Draft EIS will use existing information and studies. If updates to existing studies, new studies, or additional data are required, this will be scoped separately.

**Task 4: Final EIS Preparation****Task will consist of:**

- Preparation of response to comments.
- Preparation of a Preliminary Final EIS for City review and comment.
- Preparation of the notice of availability for publication by the City.
- Preparation of a Final EIS to include:
  - Fact sheet
  - Table of contents
  - Draft EIS analysis and corrections to Draft EIS, as necessary
  - Description of the Preferred Alternative (if a Preferred Alternative is selected)
  - Response to comments

**Assumptions:**

- Initial budget assumes responses to up to 30 unique comments on the Draft EIS.
- The City will select a preferred alternative, if a preferred alternative is selected.
- Budget assumes up to two rounds of review by the City on the Final EIS.
- This task does not include attendance at meetings or preparation of materials for a SEPA appeal, if that occurs.
- This is a nonproject EIS. The Final EIS will use readily available existing information and studies. If updates to existing studies, new studies, or additional data are required, this will be scoped separately.

Task	Task Name	Kimley-Horn						Facet			Total Hours by Task	Estimated Cost by Task
		Clay White	Joel Farias	Erin O'Kelley	Brad Lincoln	Logan Prescott	Nichole Kruse	Alexandra Plumb	Donna Keeler	Dan Nickel		
		Project Manager and EIS Lead	EIS Production	Engagement and Comprehensive Plan Consistency	Transportation Lead	Transportation Support	Built Environment	Environment and Engagement	Environment	Environment Lead		
<b>1</b>	<b>Ongoing Coordination/Meetings</b>	<b>52</b>	<b>53</b>	<b>10</b>	<b>32</b>				<b>22</b>	<b>10</b>	<b>179</b>	<b>\$48,279</b>
	Ongoing Coordination Meetings	40	39	10	25				15	10		
	Public Meetings and Materials	12	14		7				7			
<b>2</b>	<b>EIS Scoping</b>	<b>32</b>	<b>48</b>	<b>30</b>	<b>10</b>					<b>12</b>	<b>132</b>	<b>\$32,482</b>
	Preparation of Determination of Significance and Scoping Notices	8	12									
	Preparation of Information for Website	12	18	6	5					6		
	Scoping Meeting and Materials Preparation	6	6	24	5							
	Scoping Summary/Alternatives Selection	6	12							6		
<b>3</b>	<b>Draft EIS Preparation</b>	<b>51</b>	<b>184</b>	<b>18</b>	<b>37</b>	<b>35</b>	<b>51</b>	<b>25</b>	<b>30</b>	<b>16</b>	<b>447</b>	<b>\$101,848</b>
	Draft EIS Outline	6	25									
	Draft EIS Preparation	30	145		25	35	45		25	12		
	Draft EIS Open House and Preparation	15	14	18	12		6	25	5	4		
<b>4</b>	<b>Final EIS Preparation</b>	<b>18</b>	<b>95</b>		<b>20</b>	<b>18</b>	<b>18</b>		<b>24</b>	<b>7</b>	<b>200</b>	<b>\$45,360</b>
	Response to Comments	7	20		10		6		9			
	Preliminary and Final EIS Preparation	11	75		10	18	12		15	7		

<b>Total Estimated Hours</b>	<b>958</b>
<b>Total Cost</b>	<b>\$227,969</b>

**PROFESSIONAL SERVICES  
AGREEMENT-KIMLEY-HORN  
AND ASSOCIATES, INC.**

# PURPOSE

- **Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide services in preparing an Environmental Impact Statement (EIS) as outlined in the attached scope of work**

# ENVIRONMENTAL IMPACT STATEMENT (EIS)

- An EIS is a detailed, comprehensive document that assesses the potential environmental consequences – both positive and negative – of a proposed action or project
- Required by many government entities, particularly under laws like the National Environmental Policy Act (NEPA) in the United States
- Inform decision-making, ensuring that environmental factors are thoroughly considered alongside economic and social concerns before a project proceeds

# PROCUREMENT PROCESS

- Staff solicited proposals from qualified firms to prepare a draft and final EIS on June 14, 2025
  - Advertised using the Seattle Daily Journal of Commerce, Whidbey News-Times, and the City's website

# PROCUREMENT PROCESS CONTINUED

- Two (2) proposals by the deadline of July 9, 2025
  - An evaluation team reviewed the two proposals
- Conducted virtual interviews with both consultants
  - An evaluation team scored those interviews
- Began negotiations with Kimley-Horn and Associates, Inc.

RFP-Environmental Impact Statement

	CK	SP	DL	SC	RW	Total	Combined Total
<b>KIMLEY HORN</b>	90	92	96	0	0	278	343.5
<b>SHANNON WILSON</b>	95	91	92	0	0	278	341

Virtual Interviews

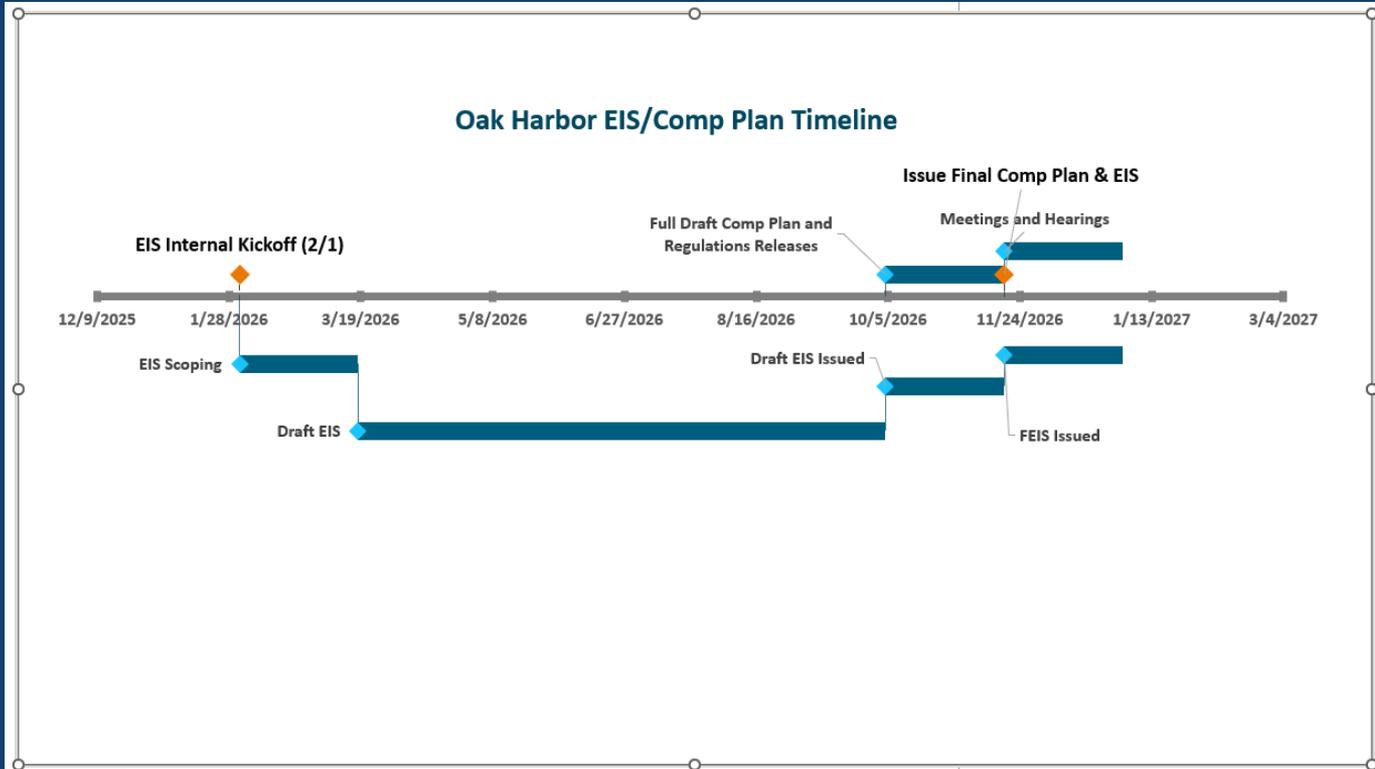
	CK	SP	SC	Total
<b>KIMLEY HORN</b>	24.5	21	20	65.5
<b>SHANNON WILSON</b>	25	20	18	63

# SCOPE OF WORK AND LEVEL OF EFFORT

Task	Task Name	Kimley-Horn					Facet			Total Hours by Task	Estimated Cost by Task	
		Clay White	Joel Farias	Erin O'Kelley	Brad Lincoln	Logan Prescott	Nichole Kruse	Alexandra Plumb	Donna Keeler			Dan Nickel
		Project Manager and EIS Lead	EIS Production	Engagement and Comprehensive Plan Consistency	Transportation Lead	Transportation Support	Built Environment	Environment and Engagement	Environment	Environment Lead		
<b>1</b>	<b>Ongoing Coordination/Meetings</b>	52	53	10	32				22	10	179	\$48,279
	Ongoing Coordination Meetings	40	39	10	25				15	10		
	Public Meetings and Materials	12	14		7				7			
<b>2</b>	<b>EIS Scoping</b>	32	48	30	10					12	132	\$32,482
	Preparation of Determination of Significance and Scoping Notices	8	12									
	Preparation of Information for Website	12	18	6	5					6		
	Scoping Meeting and Materials Preparation	6	6	24	5							
	Scoping Summary/Alternatives Selection	6	12							6		
<b>3</b>	<b>Draft EIS Preparation</b>	51	184	18	37	35	51	25	30	16	447	\$101,848
	Draft EIS Outline	6	25									
	Draft EIS Preparation	30	145		25	35	45		25	12		
	Draft EIS Open House and Preparation	15	14	18	12		6	25	5	4		
<b>4</b>	<b>Final EIS Preparation</b>	18	95		20	18	18		24	7	200	\$45,360
	Response to Comments	7	20		10		6		9			
	Preliminary and Final EIS Preparation	11	75		10	18	12		15	7		

Total Estimated Hours	958
Total Cost	\$227,969

# SCHEDULE OF WORK



# FUNDING

- On November 5, 2025, the City Council approved a budget amendment in the amount of \$228,000.00 to fund these services, which will be covered by the Goldie Road sale funds, restricted for economic development, and the Economic Development Reserve Funds.
- Expense has been budgeted in the General Fund, Development Services Department - Professional Services account (001.38.558.60.4100)

# MOTION

**I move to approve the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Environmental Impact Statement (EIS) services in an amount not to exceed  
\$227,969.00**

**Subject:** 2026 Advisory Board, Commission, and Committee Re-Appointments  
**Submitted By:** Julie Nester, City Clerk  
Macalle Finkle, Executive Services Coordinator

**RECOMMENDED ACTION**

City Council confirmation of the Mayor's re-appointments to the Art Commission, Historic Preservation Commission, Lodging Tax Advisory Commission, Marina Advisory Commission, Parks and Recreation Advisory Commission, Planning Commission, and Police Community Advisory Board for the term January 1, 2026, to December 31, 2027.

**BACKGROUND / SUMMARY INFORMATION**

At their January 6, 2026 regular meeting, it was moved, seconded and approved to table the 2026 re-appointments pending further discussion at the City Council's January 8, 2026 Council Retreat and to move the item forward to the January 20, 2026 regular meeting.

The City adopted ordinance amendments effective January 1, 2024, which realigned the terms of office for advisory boards to make member tracking and the appointment process more consistent. Section 2.65.100 of the Oak Harbor Municipal Code provides for two-year terms with expiration dates on December 31 of each year. Even-numbered positions expire in even years, and odd-numbered positions expire in odd years. The terms of existing board members in odd-numbered positions at the time of the ordinance amendment were reset to January 1, 2024 through December 31, 2025.

Staff solicited new applications as well as member re-appointments ahead of the December 31, 2025, term-end dates. The attached list sets forth the members selected for reappointment for the term January 1, 2026 through to December 31, 2025.

**LEGAL AUTHORITY**

Oak Harbor Municipal Code Chapter 2.65, Uniform Policies for Boards, Commissions, and Committees

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

January 6, 2026 City Council Meeting discussion.

**ATTACHMENTS**

1. 2026 Advisory Board Reappointments

## 2026 Advisory Board Reappointments

Advisory Board	Position	Name	Term Start	Term End	Term Notes
Arts Commission	Position 1	VACANT	1/1/2026	12/31/2027	
Arts Commission	Position 3	Robert Sanders	7/1/2025 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Arts Commission	Position 5	Cynthia Mason	1/1/2024 1/1/2026	12/31/2025 12/31/2027	First Term Second Term
Arts Commission	Position 7	VACANT	1/1/2026	12/31/2027	
Community Police Advisory Board (CAB)	Position 1	Melinda Buchanan	4/2/2024 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Community Police Advisory Board (CAB)	Position 3	VACANT	1/1/2026	12/31/2027	
Police Community Advisory Board (CAB)	Position 5	Martin Malloy	5/21/2024 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Police Community Advisory Board (CAB)	Position 7	VACANT	1/1/2026	12/31/2027	
Historic Preservation Commission	Position 1	Gideon Cauffman	1/1/2024 1/1/2026	12/31/2025 12/31/2027	First Term Second Term
Historic Preservation Commission	Position 3	Nick Hamden	1/1/2024 1/1/2026	12/31/2025 12/31/2027	First Term Second Term
Historic Preservation Commission	Position 5	VACANT	1/1/2026	12/31/2027	
Historic Preservation Commission	Position 7	VACANT	1/1/2026	12/31/2027	
Lodging Tax Advisory Committee	Collector 1	VACANT	1/1/2026	12/31/2027	
Lodging Tax Advisory Committee	Collector 3	VACANT	1/1/2026	12/31/2027	
Lodging Tax Advisory Committee	Receiver 1	Allenda Jenkins	5/7/2024 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Lodging Tax Advisory Committee	Receiver 3	VACANT	1/1/2026	12/31/2027	
Marina Advisory Commission	Position 1	Cathy Proses	7/1/2025 1/1/2026	12/31/2025 12/31/2027	First Term Second Term
Marina Advisory Commission	Position 3	J.J. Jones	1/1/2024 1/1/2026	12/31/2025 12/31/2027	First Term Second Term
Marina Advisory Commission	Position 5	Mike Bobeck	1/1/2026	12/31/2027	First Term
Marina Advisory Commission	Position 7	Louie Foster	4/2/2024 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term

Parks and Recreation Advisory Commission	Position 1	Carrie Stucky	12/1/2022 1/1/2024 01/01/2026	12/31/2023 12/31/2025 12/31/2027	Unexpired Term First Term Second Term
Parks and Recreation Advisory Commission	Position 3	Natalia Talo	11/18/2025 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Parks and Recreation Advisory Commission	Position 5	Tom Jones	5/1/2023 01/01/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Parks and Recreation Advisory Commission	Position 7	Vicki Biggs	4/2/2024 1/01/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Planning Commission	Position 1	Jeffrey Ward	9/16/2025 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Planning Commission	Position 3	Cody Bakken	12/2/2025 1/1/2026	12/31/2025 12/31/2027	Unexpired Term First Term
Planning Commission	Position 5	VACANT	1/1/2026	12/31/2027	
Planning Commission	Position 7	VACANT	1/1/2026	12/31/2027	

rev. 1/2/2026

**Subject:** Ordinance No. 2036: Amending Oak Harbor Municipal Code Section 10.08.010 relating to speed limits on Washington State Route 20.

**Submitted By:** Alex Warner, City Engineer

**RECOMMENDED ACTION**

I move to adopt Ordinance No. 2036: Amending Oak Harbor Municipal Code Section 10.08.010 relating to speed limits on Washington State Route 20.

**BACKGROUND / SUMMARY INFORMATION**

The Washington State Department of Transportation (WSDOT) constructed a roundabout on State Route 20 (SR 20) at the intersection with Fakkema Road. As part of their project design documentation, they performed a speed analysis of SR 20 in this area. The City requested WSDOT also analyze the speed limits at the south end of SR 20 within City limits in the vicinity of Swantown Avenue.

The speed analysis at the south end of SR20 is now complete and includes WSDOT recommended speed limit changes. Staff recommends moving forward with this speed limit revision. At a later date, staff will bring to City Council any recommended speed limit changes on SR20 at Fakkema Road once that separate WSDOT speed analysis is complete.

This ordinance proposes to reduce the speed limit on SR 20 from the south City limits to vicinity of the Swantown Avenue intersection from 50 mph and 40 mph to a consistent 35 mph, along with reducing the speed limit from that point to the vicinity of the Barlow Street intersection from 40 mph to 30 mph.

These changes are supported by WSDOT's speed analysis and are consistent with goals in the City's Active Transportation Plan and Comprehensive Safety Action Plan to make streets safer and more walkable.

**LEGAL AUTHORITY**

Oak Harbor Municipal Code (OHMC) Section 10.08.010 establishes speed limits on SR 20.

**FISCAL IMPACT**

N/A

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

- February 23, 2022 City Council Workshop - City and WSDOT staff provided a WSDOT Safety Improvement SR 20 at Fakkema project update.
- September 25, 2024 City Council Workshop - City and WSDOT staff provided a SR 20 Fakkema Road Roundabout project update.

- November 25, 2025 City Council Workshop - City and WSDOT staff provided proposed speed limit revisions for the north end of SR20 in city limits and the south end of SR20 in City limits.

**ATTACHMENTS**

1. Ordinance No. 2036
2. Presentation\_SpeedLimitsonSR20

ORDINANCE NO. 2036

AN ORDINANCE OF THE CITY OF OAK HARBOR, AMENDING SECTION 10.08.010 OF THE OAK HARBOR MUNICIPAL CODE RELATING TO SPEED LIMITS ON WASHINGTON STATE ROUTE 20; PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Department of Transportation (“WSDOT”) has completed an engineering analysis of vehicle speeds and collisions on Washington State Route 20 (“SR 20”); and

WHEREAS, the engineering analysis from WSDOT supports a reduction in the speed limit on SR 20 in several locations to provide for safety; and

WHEREAS, the City Council, through the adoption of the Oak Harbor Municipal Code (“OHMC”) Section 10.08.010, establishes the speed limits on SR 20 within the corporate limits of the City of Oak Harbor; and

WHEREAS, the Council desires to promote safety for all road users; and

WHEREAS, certain parts of OHMC 10.08.010 should also be amended for clarity;

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

**Section One.** Section 10.08.010, Amended. Oak Harbor Municipal Code Section 10.08.010 is hereby amended as follows:

**10.08.010 Speed limits on SR 20.**

(1) The speed limit along SR 20 from the south corporate city limits on SR 20 to mile post 30.77 (500 feet southwest of SW Swantown Avenue) is established as 35 miles per hour;

(2) The speed limit along SR 20 from mile post 30.77 to mile post 31.88 (500 feet north of SW 6th Avenue) is established as 30 miles per hour;

(3) The speed limit along SR 20 from mile post 31.88 (500 feet north of S.W. 6th Avenue) to mile post 33.69 (1,700 feet north of NE 16th Avenue) is established as 40 miles per hour; and

(4) The speed limit along SR 20 from mile post 33.69 (1,700 feet north of N.E. 16th Avenue) to the north corporate city limits on SR 20 is established as 50 miles per hour.

**Section Two.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder or the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Three. Corrections.** The City Clerk and codifiers of the Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section Four. Effective Date.** This Ordinance shall be in full force and effect within 30 days of the date of adoption by the City Council.

ADPOTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

THE CITY OF OAK HARBOR

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

Dated: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Hillary Evans, City Attorney

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

# ORDINANCE NO. 2036 AMENDING SPEED LIMITS ON STATE ROUTE 20

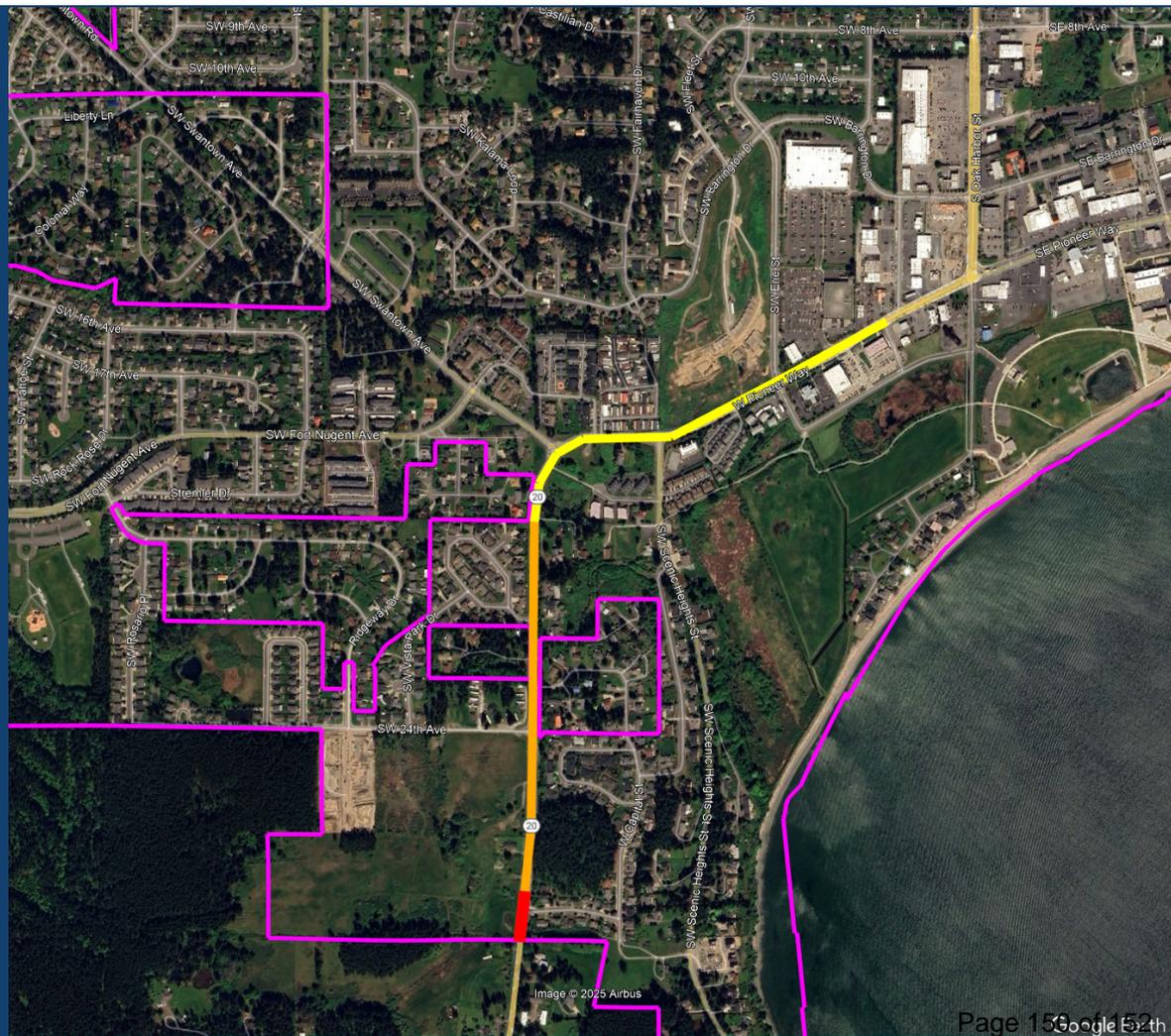
# ORDINANCE NO. 2036

- Revises the speed limit on SR20 in the vicinity of the south city limits.
  - "(1) The speed limit along SR 20 from the south corporate city limits on SR 20 to mile post 30.77 (500 feet southwest of SW Swantown Avenue) is established as 35 miles per hour;
  - (2) The speed limit along SR 20 from mile post 30.77 to mile post 31.88 (500 feet north of SW 6th Avenue) is established as 30 miles per hour;"
- Other speed limits on SR20 within the City are unchanged.

Eagle Vista Ave to  
South City Limits  
**50mph** → **35mph**

Swantown Ave to  
Eagle Vista Ave  
**40mph** → **35mph**

Barlow St to  
Swantown Ave  
**40mph** → **30mph**



# RECOMMENDED MOTION

*I move to adopt Ordinance No. 2036: Amending Oak Harbor Municipal Code Section 10.08.010 relating to speed limits on Washington State Route 20.*

Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
202082	12/31/2025	0000345	GREATER OAK HBR CHAMBER OF COM	30569	LTAC - TRAVEL & TASTE TOUR	2,333.40	
						<b>Total :</b>	<b>2,333.40</b>
1 Vouchers for bank code : bank						<b>Bank total :</b>	<b>2,333.40</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>2,333.40</b>