



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

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Due to COVID-19, this will be both a physical meeting location and a virtual meeting per WA Proclamation 20-28.  
Meeting may be viewed live via YouTube at [www.youtube.com/cityofoakharbor](http://www.youtube.com/cityofoakharbor)

NOTICE IS HEREBY GIVEN that the Oak Harbor City Council will hold a Special Workshop Meeting on

October 27, 2021 at 2:00 PM to discuss the following agenda items. This meeting will be held in the Council Chamber 865 SE Barrington Drive .

DATED this 22nd day of October, 2021 .

Julie Lindsey, City Clerk

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

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**WORKSHOP MEETING  
OCTOBER 27, 2021 CITY COUNCIL AGENDA AT 2:00 PM**

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**2:00 P.M.      MAYOR**

- a.      EMPLOYEE MORALE AND COMMUNICATION

**2:30 P.M.      ACTION ITEMS:**

- a.      PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 3 WITH MOFFATT AND NICHOL FOR F-DOCK AND OTHER DOCK REPAIRS
- b.      UTILITY BILLING LATE PAYMENT POLICY DOCUMENT

**2:55 P.M.      MARINA**

- a.      OAK HARBOR MARINA DREDGING PROJECT – INFORMATIONAL UPDATE
- b.      MARINA SALMON REARING PROJECT UPDATE

**3:15 P.M.      FINANCE**

- a.      PUBLIC SAFETY LEVEL OF SERVICE IMPROVEMENT DISCUSSION
- b.      DEPARTMENT OF REVENUE BUSINESS LICENSE SERVICES FEE STRUCTURE DISCUSSION

- c. AMERICAN RESCUE PLAN ACT - COUNCIL SUBCOMMITTEE UPDATE

**4:00 P.M. PUBLIC WORKS**

- a. BIOSOLIDS SUSTAINABILITY PLAN
- b. TREE TRIMMING POLICY
- c. DISCUSSION OF 3RD AND GLENCOE PARK ENTRANCE

**4:40 P.M. ENGINEERING**

- a. TRANSPORTATION BENEFIT DISTRICT (TBD) UPDATE
- b. NE 7TH AVENUE RECONSTRUCTION UPDATE

**5:00 P.M. COMMUNICATIONS/IT MANAGEMENT**

- a. WAVE INTERNET SERVICES FOR THE CITY - UPDATE
- b. IT PRESENTATION - PHISHING SCHEME

**5:20 P.M. ADMINISTRATION**

- a. CITY ADMINISTRATOR'S REPORT

**5:30 P.M. CITY COUNCIL**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021

Subject: a. Employee Morale and  
Communication

FROM: Mayor Bob Severns

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**SUMMARY STATEMENT**

Discuss and share ideas with the City Council about improving employee and community morale.

**ATTACHMENTS**

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

**Date:** October 27, 2021

**Subject:** a. Professional Services Agreement, Amendment No. 3 with Moffatt and Nichol for F-Dock and Other Dock Repairs

**FROM:** Chris Sublet, Harbormaster and Alex Warner, City Engineer Marina

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**SUMMARY STATEMENT**

The City of Oak Harbor Marina experienced damage to F-Dock in February 2020 and in January 2021 during separate windstorm events. On July 7, 2020 City Council authorized a contract with Moffatt and Nichol to design and permit the repair work and added the new damage to the contract on March 16, 2020. With the design work completed and permits obtained, City Council awarded a construction contract for the repair work to American Construction, Co. on August 17, 2021.

In September of 2021 a boat struck a navigation marker in the boating channel. This marker was a wooden pile driven into the harbor bottom. Fixing this channel marker requires driving a new steel pile and mounting a light. The contractor for F-Dock has the ability to drive the pile while performing the other F-Dock work. Replacing this pile will be a claim on the boater's insurance.

This Contract Amendment No. 3 with Moffatt and Nichol covers the work to design the pile and modify the in-water permits to allow the emergency repair. The cost of this amendment is \$12,570.00

Repair of the damage is an insurance claim and the insurance company will reimburse Moffatt and Nichol directly for the cost. Once the design is complete, negotiations will begin with American Construction, Co.

Attachment A contains the Professional Service Amendment No. 3 with Moffatt and Nichol. The work will be performed as separate tasks to keep the funding segregated. The new amendment adds \$12,570.00 to the contract bringing the total contract amount to \$148,179.00 with direct reimbursement by the insurance company to Moffatt and Nichol.

It is recommended that the City Council authorize the Mayor to sign a Professional Services Agreement No. 3 with Moffatt and Nichol increasing the total contract amount by \$12,570.00 to a new total of \$148,179.00.

**ATTACHMENTS**

1. [Professional Services Agreement, Amendment No. 3](#)
2. [Professional Services Agreement](#)
3. [Professional Services Agreement, Amendment No. 1](#)
4. [Professional Services Agreement, Amendment No. 2](#)

<b>Consultant Agreement Amendment No. 3</b>	Organization and Address	
Original Agreement Title: <u>Oak Harbor Marina-Professional Services Contract Amendment No. 1 with Moffatt and Nichol for F-Dock and other dock repairs</u>	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4500	
Project Numbers: 20-19	Original Execution Date	Completion Date
	July 7, 2020	Prior: March 31, 2022 New: No change
Project Title City of Oak Harbor F-Dock and other dock repairs	New Maximum Amount Payable  <b>\$148,179</b>	
Description of Work Provide professional and permitting services at the Oak Harbor Marina.		

The City of Oak Harbor desires to supplement the agreement entered into with Moffatt and Nichol, Inc. and executed on July 7, 2020 and identified as Professional Services Agreement with Moffatt and Nichol for F-Dock and other dock repairs.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:

See Attachment 1. Note the City will only proceed with Task 5 of Attachment 1.

**PROJECT COMPLETION DATE AMENDED TO:** March 31, 2022

**PAYMENT** shall be amended as follows:

The total contract amount shall increase to \$148,179 with the \$12,570 payable as a direct reimbursement by the insurance company. Payment shall be made in accordance with the terms and conditions described in the original contract.

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

By: Moffatt and Nichol, Inc.

By: Robert Severns, Mayor

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

Attest:

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

Approved as to form:

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR  
AND MOFFATT & NICHOL  
FOR CONSULTANT SERVICES**

**Project Name: Oak Harbor Marina F-Dock Breakwater Repair, Float Repairs, and Permitting.**

**Agreement Number: 20-001**

**Agreement Amount: \$84,600**

**Expiration Date: March 31, 2021**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation ("City"), and Moffatt & Nichol, a California Incorporation ("Consultant").

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding Repairs to F-Dock at the Oak Harbor Marina and other marina repair activities as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

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

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

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

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

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

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

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

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

- (3) **Term.** The term of this Agreement shall commence on July 7, 2020 and shall terminate at midnight, March 31, 2021. The parties may extend the term of this Agreement by written mutual agreement.
- (4) **Nonassignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) **Employment.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

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

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

- a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. **No Limitation.** The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance.** The Consultant shall obtain insurance of the types and coverage described below:
  - i. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  - ii. **Commercial General Liability** insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - iii. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
  - iv. **Professional Liability** insurance appropriate to the Consultant's profession.

- d. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
  - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- e. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- g. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- h. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- i. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any

certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

- (7) Discrimination Prohibited and Compliance with Equal Opportunity Legislation. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.
- (8) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (9) Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (10) Independent Contractor.
  - a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
  - c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
  - d. Prior to commencement of work, the Consultant shall obtain a business license from the City.
- (11) Conflicts of Interest. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.
- (12) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.
- (13) Subcontractors/Subconsultants.
- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
  - b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subcontractors/subconsultants or as set forth in Exhibit \_\_\_\_:  


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

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

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

(1) **Payments.**

- a. The Consultant shall be paid by the City on a time and materials basis 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 \$84,600 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. At a minimum, invoices shall include:
  - (i) a summary of previous invoices;
  - (ii) current invoice amount;
  - (iii) total current monthly billing;
  - (iv) amount authorized under this agreement; and
  - (v) total authorized amount still remaining under the agreement.

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.

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

- (3) **Maintenance/Inspection of Records.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The

Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### ARTICLE V. GENERAL

(1) Notices.

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

**BRETT ARVIDSON  
CITY OF OAK HARBOR  
865 SE BARRINGTON DRIVE  
OAK HARBOR, WA 98277**

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

**BYRON HALEY  
600 UNIVERSITY ST. SUITE 610  
SEATTLE, WA 98101**

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

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

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

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

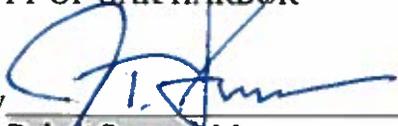
(4) Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added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

- (5) Severability.
- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
  - b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (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.
- (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 7<sup>th</sup> day of July, 2020

CITY OF OAK HARBOR

MOFFATT & NICHOL

By   
Robert Severns, Mayor

By   
Daryl English, PE, SE, Moffatt & Nichol

Approved as to form:

  
Anna Thompson, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



600 University Street, Suite 610  
Seattle, WA 98101

(206) 622-0222 Fax (206) 622-4764  
www.moffattnichol.com

9 June 2020

Brett Arvidson  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Subject: **Proposal for Professional Engineering Services  
Oak Harbor Marina F-Dock Breakwater Repair, Float Repair, and Permitting**

Mr. Arvidson:

Moffatt & Nichol (M&N) appreciates the City of Oak Harbor's (City) request to provide a proposal for professional engineering services and permitting for the repair of the Oak Harbor Marina F-Dock Breakwater and marina floats. This proposal describes our understanding of the scope of work required to design repairs, permit, and provide bid support for pile guide replacements, waler replacements, concrete deck repairs, and repairs to the storm-damaged portions of the Breakwater. The Scope of Work detailed below outlines the anticipated level of effort, deliverables, schedule, and estimated fee. As requested, the scope and fee for storm damage repairs and permitting is separated from the other marina float repairs and replacements. Note that effort for construction support services will be provided as a separate proposal when requested by the City.

## Scope of Work

### ***TASK 1 – STORM DAMAGE REPAIRS & PERMITTING***

The City reported damage to the F-Dock breakwater following a storm during the 2019/2020 winter. Task 1 includes the scope of work for repairing the storm damaged wave panels. Repair methods are assumed to be similar to those completed during the 2018 repairs.

#### ***Subtask 1.1 – Project Management***

This task includes the effort to manage the project and design team, coordinate with the City project manager, and prepare for and participate in review meetings. The project will be initiated with a kick-off call to ensure the scope, schedule, and methodologies are understood by all team members. M&N's project manager will provide progress updates on a weekly or bi-weekly basis via email or call.

A project review meeting via teleconference will be scheduled following the submission of all draft and design deliverables. The purpose of the meeting will be to discuss any comments to the deliverables, determine the path to finalize the project, and discuss any future phases that may be required. M&N's principal-in-charge and project manager will participate in the review meeting.

#### ***Subtask 1.2 – Data Review and Field Work***

This task includes reviewing existing data at project initiation and performing a repair design inspection of the wave panels to confirm repair locations and quantities near delivery of the final bid documents. The 90 percent design documents will be used to verify repairs and record observations

and measurements. The site visit is anticipated to be from the float deck, and therefore, safety documents will not be prepared prior to the site visit.

***Subtask 1.3 – 90 Percent Plans, Specifications, and Estimate (PS&Es)***

M&N will prepare contract drawings, specifications, and an opinion of probable construction cost estimate for the storm damage repairs. We will keep the City fully informed of progress, developments, and problems encountered during the course of the design period. The level of effort assumed for this scope of work and the sheet list provided below is based on the following anticipated repairs: replacing breakwater walers, replacing through-rods, and restoring breakwater panels.

***90 Percent Plans***

M&N will develop drawings for the project per City Standards and supplemented with M&N CADD Standards as needed. The drawings previously developed for the 2018 repairs will be utilized to the extent feasible. The table below lists our anticipated drawings.

Index #	Sheet #	Sheet Title
1	T-1	Cover Sheet, Maps, & Sheet Index
2	G-1	General Notes, Abbreviations, & Legend
3	S-1	Site Plan
4	S-2	Plan – Float 4/5
5	S-3	Plan – Floats 10/11 & 12/13
6	S-4	Plan – Float 14/15
7	S-5	Sections & Details – Wave Panels
8	S-6	Site Photos & Repair Table

***90 Percent Specifications***

M&N will prepare the technical sections of the specifications. The City will prepare the Contract, General Conditions, and Division 01 – General Requirements, of the specifications and incorporate the technical sections into the package. Following is a list of anticipated technical specification sections:

- 01 12 00 Environmental Controls
- 02 41 19 Selective Demolition
- 05 50 00 Structural Metal
- 06 51 13 Plastic Lumber

Technical specifications will be submitted in “MasterFormat” (i.e., the Construction Specifications Institute (CSI) format) using Microsoft Word.

***90 Percent Opinion of Probable Construction Cost***

M&N will prepare our opinion of probable construction costs. The opinion of probable construction costs will make provision for unit price or lump sum bid items as the City desires. The estimate will be created using Microsoft Excel.



### ***Deliverables***

The 90 Percent Design Submittal will include the drawings, draft specifications, a construction schedule, and an opinion of probable construction costs. All documents will be submitted electronically in PDF format. 90 Percent design drawings will be submitted as a sealed half-size set (11-inches by 17-inches) without signatures. Microsoft Word files will also be provided for the specifications.

### ***Subtask 1.4 – Final PS&Es***

M&N will further develop final drawings listed in Subtask 1.3 and incorporate City comments to the 90 percent plans. The contract documents will be prepared so that the City can advertise an Invitation for Bids.

All documents will be submitted electronically in PDF format. Drawings will be submitted as half-size and full-size sets with signatures. Microsoft Word files will also be provided for the specifications. Contract Drawings will be provided in a version that can be read by AutoCAD 2016. M&N will submit to the City a full set of electronic files for drawings. Each drawing will be submitted in PDF and "DWG" formats. M&N will provide the City with all other electronic files including font and PCP files needed to open and plot the "DWG" files.

### ***Subtask 1.5 – Permitting Support***

M&N will support the City in obtaining the following anticipated federal, state, and local permits and environmental reviews necessary to repair the damaged breakwater:

- City led State Environmental Policy Act (SEPA): Exemption anticipated for repairs.
- City Shoreline Substantial Development Permit (SSDP): Exemption anticipated for repairs.
- Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)
- U.S. Army Corps of Engineers (USACE) Permit. A Nationwide Permit (NWP) is anticipated for maintenance and repair work. M&N will coordinate with the USACE to determine if an emergency permit is applicable. A Biological Assessment (BA) and Essential Fish Habitat Assessment (EFHA) are anticipated to support review by the federal services, the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS).
- Washington State Department of Ecology (Ecology) Coastal Zone Management (CZM) Consistency Determination

### **SEPA, SSDP, JARPA and Biological Compliance Documentation**

M&N will support the City in obtaining SEPA and SSDP Exemptions for the project, although it is anticipated that the City will handle most of this effort in-house with minimal support from M&N.

M&N will also prepare a Joint Aquatic Resource Permit Application (JARPA) for submittal to the necessary regulating agencies, including the City, USACE, WDFW, Ecology, and the Department of Natural Resources (DNR). Existing permit application documentation prepared for past City projects will be used to streamline the application effort. Permit drawings (plan view, cross sections and profiles) will be prepared based on approximately 20-30% design for inclusion into the JARPA.



As part of this effort, M&N will also:

- Review site and project background and characteristics that could impact permitting (i.e. proposed materials for replacement in/near marine waters leased by DNR to the City, etc.).
- Conduct one site visit to assess site habitat features that could be impacted by the project. This will be coordinated to occur with the engineering site visit.
- Complete a BA/EFHA for inclusion within the JARPA application to the USACE.

### **Agency Coordination**

As directed by the City, M&N will contact and coordinate with regulatory agency representatives and other government entities to verify and confirm applicable permits and permit schedule. Following application submittal, M&N will also respond, on behalf of the City, to any agency questions or concerns.

### ***Deliverables***

JARPA – Provide a Draft and Final JARPA and drawings. M&N will submit the JARPA to all of the regulatory agencies for review and approval/final permits.

Biological Compliance Documentation – Provide a Draft and Final BA/EFHA. M&N will submit these support documents to all of the regulatory agencies for review and approval.

### ***Subtask 1.6 – Bid Support***

M&N will attend a pre-bid meeting and provide services for issuing addenda. M&N will issue up to two (2) addenda if required during the bidding phase of the project. If requested by the City, M&N will review construction bids for compliance.

### ***Deliverables***

- Collect comments and questions from contractors during the pre-bid meeting and include responses in Addendum #1.
- Prepare one additional addendum, including drawings and specification revisions, if necessary.

## ***TASK 2 –MARINA FLOAT REPAIRS***

M&N inspectors observed moderate to severe corrosion and section loss of the F-Dock steel pile guides during the 2016 inspection, and the City has observed deterioration of the main walkway walers and B and E Dock concrete float. Task 2 includes the level of effort for designing repairs for the F-Dock pile guide frames, B Dock and E Dock floats, and main walkway walers. It is assumed this task will be conducted concurrently with Task 1 if authorized by the City. It is assumed all 26 pile guides on Dock F will be replaced. Replacement will be with similar connections and material properties intended to have similar capacity as the existing pile guides. Evaluations of wind and wave loads will not be included. The extent of waler replacement and concrete float repair will be determined based on the available construction budget.



***Subtask 2.1 – Project Management***

This task includes the additional effort to manage this task and design team, coordinate with the City project manager, and prepare for and participate in review meetings. Coordination and meetings are expected to overlap with the Task 1 effort; therefore, the level of effort is reduced.

***Subtask 2.2 – Data Review and Field Work***

This task includes reviewing existing data at project initiation and performing a repair design inspection of the F Dock pile guides, B and E Dock concrete float modules, and main walkway walers to confirm repair locations and quantities. Prior to the field work, the M&N Team will review available record drawings of the facility, previous inspection reports, prepare field inspection safety documents, and mobilize equipment. The inspection safety documents to be prepared include a Field Inspection Safety Plan and an Activity Hazard Analysis. These documents can be made available to you at your request.

The investigation techniques conform to the American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 130, *Waterfront Facilities Inspection & Assessment* (ASCE 130). The M&N Team will conduct an above-water Repair or Upgrade Design Inspection as defined in ASCE 130. Inspectors will access the specified components by walking the float surface and using kayaks.

***Subtask 2.3 – 90 Percent PS&Es***

M&N will supplement the Subtask 1.3 90 percent PS&E with the drawings, specifications, and estimates for the marina float repairs. The anticipated additional drawings are listed below. The full scope of required repairs is unknown until we conduct the inspection.

Index #	Sheet #	Sheet Title
9	S-7	Enlarged Plan – Main Walkway
10	S-8	Enlarged Plan – B Dock
11	S-9	Enlarged Plan – E Dock
12	S-10	Sections & Details – Pile Guide Replacements
13	S-11	Sections & Details – Concrete Deck Repairs
14	S-12	Sections & Details – Waler Replacements
15	S-13	Site Photos & Repair Table

***Subtask 2.4 – Final PS&Es***

Final drawings, specifications, and estimates for the marina float repairs will be completed similar to the scope described in Subtask 1.4 Final PS&Es.

***Subtask 2.5 – Permitting Support***

If authorized by the City, M&N will support the City in obtaining federal, state, and local permits and environmental reviews necessary to further support marina float repairs. M&N anticipates that these repairs could be incorporated into the permit applications identified in Task 1 prior to agency submittal.



Similar land use and resource permits and approvals are anticipated to those identified in Task 1. Additional effort includes more time to incorporate a description of the proposed repairs, their potential for impact on protected species and resources, and additional permit application drawings.

If the proposed marina float repairs are not authorized prior to the Task 1 application submittal to the agencies, additional scope and fee may be required to provide a stand-alone application submittal.

***Deliverables***

Updates to deliverables identified in Task 1.

***Subtask 2.6 – Bid Support***

No additional effort is included for providing bid support associated with the marina float repairs. It is assumed the effort provided in Subtask 1.6 is adequate for both repairs.

**Schedule and Fee**

The following task completion dates are estimated based on a 6 July 2020 Notice to Proceed (NTP) but can be adjusted depending on the desired schedule.

Notice to Proceed:	6 July 2020
Draft JARPA and BA/EFHA:	Week of 17 August 2020
Final JARPA and BA/EFHA:	One week after receipt of all draft comments
90 Percent PS&E	31 August 2020
Final PS&E	28 September 2020

We propose to perform the work described herein on a time and materials basis for an estimated fee of \$84,600. We will not exceed this amount without your prior approval. The work is divided into the tasks below. A detailed breakdown of labor and expenses is also attached to this proposal. Note that the level of effort for the marina float repairs task assumes the task will be conducted concurrently as the storm damage repairs so that efforts for similar tasks can be shared.

TASK	FEE
<b>Task 1 – Storm Damage Repairs &amp; Permitting</b>	<b>\$47,459</b>
1.1 Project Management	\$5,128
1.2 Data Review and Field Work	\$3,622
1.3 90% PS&E	\$13,184
1.4 Final PS&E	\$4,592
1.5 Permitting	\$16,020
1.6 Bid Support	\$4,728
Other Direct Costs	\$185



TASK	FEE
<b>Task 2 – Pile Guide Repairs</b>	<b>\$37,141</b>
2.1 Project Management	\$1,664
2.2 Data Review and Field Work	\$4,563
2.3 90% PS&E	\$22,978
2.4 Final PS&E	\$4,627
2.5 Permitting	\$2,840
2.6 Bid Support	\$0.00
Other Direct Costs	\$469
<b>Total</b>	<b>\$84,600</b>

## Assumptions

- Storm-related repairs are limited to replacing timber components (wale), replacing through-rods, and restoring breakwater panels within the north breakwater.
- M&N assumes that the proposed repairs will comply with City land use exemptions (i.e. SEPA and SSDP). If the City determines that a SEPA Checklist is required, additional scope and fee will be negotiated.
- All permit fees will be the responsibility of the City.
- Substantial environmental or cultural field work or mitigation is not anticipated. Additional work, technical memorandums, field or biological surveys or studies, assessments (including the development of an application for an IHA), or mitigation design required by any of the resource agencies beyond the level of effort identified is not included in this scope and fee.
- Environmental monitoring services, which may be required by the regulatory agencies as a condition of a permit or approval, are not included in this scope and fee.
- Comments, and the request for testing or further studies, from Ecology or the U.S. Environmental Protection Agency (USEPA) on sediment quality are not anticipated.
- It is assumed that the City or selected project contractor will submit the necessary information for any local City construction permits. M&N can support this effort, but additional scope and fee may be required.
- This scope and fee support effort assumes a moderate level of effort based upon current project assumptions (i.e. maintenance and repair elements). SEPA and permitting services related to more substantial improvements may require more extensive permitting and additional scope and fee.
- The in-water work window for Oak Harbor marine waters is currently anticipated to be between July 15th and the following February 15th. Additional seasonal restrictions may also be incorporated into specific project permits.



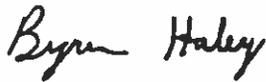
10. In summer of 2018, NOAA NMFS began requiring more formal consultations for maintenance and repair projects (varies with structure and site location). This has impacted the timing for USACE permits overall. Impacts from recent national COVID related events could also impact permitting timelines. M&N will keep the City informed of any and all considerations and changes, with respect to permitting, as they occur.
11. Meetings will be held at the City of Oak Harbor offices such that M&N engineers are afforded the opportunity to conduct site visits during the same trip.
12. AutoCAD drawing files and specifications for the Oak Harbor Marina previously produced by Moffatt & Nichol will be used and modified as appropriate to develop the bid documents.
13. Construction Support Services are not included in the scope of this proposal.

## Closing

We thank you for requesting a proposal to develop designs to repair the breakwater and marina floats, and we look forward to working with you and your colleagues on this project. If you have any questions regarding this proposal, please contact me by phone, at 206-622-0222, or by email, [bhaley@moffattnichol.com](mailto:bhaley@moffattnichol.com)

Like all of you, M&N is adapting daily to the changing COVID-19 conditions with directives from health officials, local representatives, and national leaders. All M&N staff have the capability of working from home, and we expect to meet deadlines and work with you to meet or exceed your expectations. Above all, our goal is to keep you and our staff healthy as we work through the challenges of stopping the spread of infectious cases.

Sincerely,  
MOFFATT & NICHOL



Byron Haley, PE  
Project Manager

Attachment: Moffatt & Nichol Fee Proposal Detail





Moffatt & Nichol Fee Proposal Detail  
Oak Harbor Marina F-Dock and Marina Float Repair and Permitting

June 9, 2020

10%  
Subcontractor Mark-up:  
Other Direct Costs Mark-up:

TBD  
Project Manager: Byron Haley  
Project Principal: Bruce Osbo

I. STAFF-HOUR BUDGET		LABOR CLASSIFICATIONS & CONTRACT RATES											LABOR COST SUBTOTALS				
Phase	Task	The	Principal Eng/Sci P-3, P-4	Supervisory Eng/Sci P-7	Senior Eng/Sci P-4	Eng/Sci III P-5	Eng/Sci II P-4	Exp/Sci I P-3	Staff Eng. P-1, P-2	Senior Tech. T-3	Designer T-4	CADD II T-3	CADD I T-2, T-1	Wood Processor A-1, A-3	General Clerical A-1, A-2	STAFF-HOUR SUBTOTALS	LABOR COST SUBTOTALS
1	1.1	STORM-DAMAGE REPAIRS	1,261.00	1,243.00	1,288.00	1,180.00	1,175.00	1,142.00	1,190.00	1,175.00	1,150.00	1,130.00	1,165.00	1,110.00	1,454.00	16.0	\$3,328.00
		Project Management			16.0											9.0	\$1,800.00
		Review Meetings	1.0		4.0		4.0									3.0	\$598.00
		Utility Review and Field Work			1.0		2.0									3.0	\$598.00
		Review Records			8.0		8.0									16.0	\$3,054.00
		Site Visit															
		30 Percent PSLE															
		Plans			4.0		16.0			24.0						44.0	\$7,232.00
		Specifications			4.0		8.0									12.0	\$2,232.00
		Cost Estimate			4.0		8.0									12.0	\$2,232.00
		QADOC	4.0		2.0		8.0									6.0	\$1,488.00
		Final PSLE															
		Plans			2.0		4.0			8.0						14.0	\$2,316.00
		Specifications			2.0		2.0									4.0	\$766.00
		Cost Estimate			2.0		2.0									4.0	\$766.00
		QADOC	2.0		1.0											3.0	\$741.00
		Permitting Support															
		Site Visit and Assessment															
		SEPA and SSOP Exemption Support															
		JARPA							6.0							6.0	\$780.00
		Biological Compliance Documentation					2.0									2.0	\$300.00
		Agency Communication					6.0									6.0	\$720.00
		Field Support															
		Pre-Bid Meeting			8.0											8.0	\$960.00
		Bid Address			8.0											8.0	\$960.00
		MANHUA FLOOD REPAIRS															
		Project Management			8.0											8.0	\$960.00
		Utility Review and Field Work			2.0											2.0	\$240.00
		Review Records & Prepare Safety Documents			2.0											2.0	\$240.00
		Site Visit			9.0											9.0	\$1,080.00
		30 Percent PSLE															
		Plans			8.0		24.0			60.0						100.0	\$16,800.00
		Specifications			2.0		12.0									14.0	\$2,516.00
		Cost Estimate			2.0		10.0									12.0	\$2,160.00
		QADOC			2.0											6.0	\$720.00
		Final PSLE															
		Plans			1.0		4.0			8.0						15.0	\$2,550.00
		Specifications			1.0		2.0									3.0	\$598.00
		Cost Estimate			1.0		2.0									3.0	\$598.00
		QADOC			2.0											4.0	\$592.00
		Permitting Support															
		Application Updates															
		Field Support							16.0							20.0	\$2,400.00
		TOTAL STAFF HOURS	13.0	9.0	106.0	26.0	129.0		84.0	120.0						486.0	\$83,946.00
		MINI LABOR COST	\$3,484.00	\$2,767.00	\$21,840.00	\$4,340.00	\$22,575.00		\$10,920.00	\$18,000.00							\$83,946.00

II. SUBCONSULTANT COSTS		III. OTHER DIRECT COSTS		IV. PROJECT SUMMARY	
Phase	Task	Cost	Markup	Cost	Markup
1	1				
2	2				
3	3				
4	4				
5	5				
6	6				
7	7				
8	8				
9	9				
10	10				
Subcontractor Totals:					
Other Direct Costs Totals:					
TOTAL PROJECT ESTIMATE					

V. PROJECT SUMMARY  
 Total MINI Labor Cost: \$83,946  
 Total Subcontractor Cost: \$83,946  
 Total Other Direct Costs: \$654  
 Mark-up on Subcontractor: \$654  
 Mark-up on ODC: \$654  
 Total Project Estimate: \$169,214

<b>Consultant Agreement Amendment No. 1</b>	<b>Organization and Address</b>	
<u>Original Agreement Title:</u> <u>Oak Harbor Marina-Professional Services Contract Amendment No. 1 with Moffit and Nichol for F-Dock and other dock repairs</u>	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4500	
<b>Project Numbers:</b>	<b>Original Execution Date</b>  July 7, 2020	<b>Completion Date</b> Prior: March 31, <del>2020</del> <u>2021</u> New: No change
<b>Project Title</b> City of Oak Harbor F-Dock and other dock repairs	<b>New Maximum Amount Payable</b>  <b>\$91,709</b>	
<b>Description of Work</b> Provide professional and permitting services at the Oak Harbor Marina.		

BLO

BLO

The City of Oak Harbor Moffatt &  
 desires to supplement the agreement entered into with ~~Moffat and~~ Nichol, Inc. and executed on July 7, 2020  
 and identified as Professional Services Agreement with ~~Moffit and~~ Nichol for F-Dock and other dock  
repairs. Moffatt & BLO

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:

See Attachment 1

**PROJECT COMPLETION DATE AMENDED TO:** No Change

**PAYMENT** shall be amended as follows:

The total contract amount shall increase to \$91,709.

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

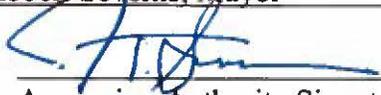
BLO

MOFFATT &

By: Moffat and Nichol, Inc.

  
Consultant Signature

By: Robert Seaverns, Mayor

  
Approving Authority Signature

March 16, 2021  
Date





600 University Street, Suite 610  
Seattle, WA 98101

(206) 622-0222 Fax (206) 622-4764  
www.moffattnichol.com

16 February 2021

Brett Arvidson  
City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

Subject: **Proposal for Professional Engineering Services  
Amendment No. 1 – Additional F-Dock Breakwater Repair and Permitting**

Mr. Arvidson:

The City of Oak Harbor (City) reported damage to the F-Dock breakwater following a storm in January 2021. The City has requested Moffatt & Nichol (M&N) to design repairs for this damage as part of Professional Services Agreement (PSA) 20-001 titled *Oak Harbor F-Dock Breakwater Repair, Float Repairs, and Permitting*, dated March 31, 2021. This amendment describes our understanding of the scope of work required to incorporate additional repairs and modify the previously prepared permits. All tasks, assumptions, and other elements of PSA 20-001 remain unchanged unless modified as part of this amendment proposal.

The observed 2021 storm damage is summarized in a letter report titled *2021 Oak Harbor Marina F-Dock Damage Assessment*, dated February 11, 2021. Repair methods are assumed to be similar to those completed during the 2018 repairs. Damage or displaced panels requiring additional design effort include the following locations:

- Patio 8/9 – Panels 5 and 6
- Patio 10/11 – Panels 4 and 5
- Patio 16/17 – Panel 5

This will result in modification to PSA 20-001. The additional work will be tracked as a separate task.

## Scope of Work

### ***TASK 3 – ADDITIONAL STORM DAMAGE REPAIRS & PERMITTING***

#### ***Subtask 3.1 – 90 Percent PS&Es***

The additional repair locations will be incorporated into the plan set. The level of effort will include time for design, drafting, and review. The following modifications will be conducted to the plans:

- Update Sheet S-1 Site Plan with additional repair locations
- Update Sheet S-2 Plan – Float 4/5 to include Patio 8/9
- Update Sheet S-4 Plan – Float 14/15 to include Patio 16/17

The Opinion of Probable Construction Costs will be updated to reflect the additional repair locations. There are no modifications anticipated to the specifications.

### ***Subtask 3.2 – Final PS&Es***

Subtask 1.4 will include time to incorporate the City's comments into the 90 percent PS&E and conduct final reviews. The additional level of effort included in this amendment is limited to the plan set updates listed in Subtask 1.3.

### ***Subtask 3.3 – Permitting Support***

M&N will support the City in modifying existing permits and pending permit applications to incorporate proposed repairs for the newly observed 2021 storm damages. Updates to the City of Oak Harbor's existing State Environmental Policy Act (SEPA) Exemption and Shoreline Substantial Development Permit (SSDP) Exemption may be required and will be coordinated if necessary. A modification to the Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA) and Department of Natural Resources (DNR) approval will be required. Permit application materials undergoing review by the U.S. Army Corps of Engineers (USACE) at this time will also require relatively straight forward updating.

This level of effort is anticipated to include email communications with the resource agencies and the submittal of updated permit application figures and quantities of elements requiring repair/replacement if and as necessary. This effort is not anticipated to result in the need for substantial changes in the description of elements requiring repair/replacement or already described construction methods that could result in more complex permitting.

#### *Deliverables*

- Updated project descriptions and permit application drawings (if required) for review by the City prior to submittal to the resource agencies.



## Schedule and Fee

An updated project schedule is included below to account for incorporating additional repairs, permit modifications, and based on current anticipated timelines.

Notice to Proceed (NTP):	15 February 2021
Revised Permit Materials:	Within 2 weeks following NTP
Revised 90 Percent PS&E	15 March 2021
Final PS&E	TBD following receipt of approved permits

We propose to perform the work described herein on a time and materials basis for an estimated fee of \$7,109 for a revised total contract amount of \$91,709. We will not exceed this amount without your prior approval. The work is divided into the tasks below. A detailed breakdown of labor and expenses is also attached to this proposal.

TASK	ORIGINAL FEE	ADDITIONAL LOE	REVISED SUBTOTAL
<b>Task 1 – Storm Damage Repairs &amp; Permitting</b>	\$47,459	\$7,109	\$54,568
1.1 Project Management	\$5,128	\$0	\$5,128
1.2 Data Review and Field Work	\$3,622	\$0	\$3,622
1.3 90% PS&E	\$13,184	\$0	\$13,184
1.4 Final PS&E	\$4,592	\$0	\$4,592
1.5 Permitting Support	\$16,020	\$0	\$16,020
1.6 Bid Support	\$4,728	\$0	\$4,728
(Other Direct Costs	\$185	\$0	\$185
<b>Task 2 – Pole Guide Repairs</b>	\$37,141	\$0	\$37,141
<b>Task 3 – Additional Storm Damage Repairs &amp; Permitting</b>			
3.1 90% PS&E	\$0	\$2,854	\$2,854
3.2 Final PS&E	\$0	\$1,295	\$1,295
3.3 Permitting Support	\$0	\$2,960	\$2,960
<b>Total</b>	<b>\$84,600</b>	<b>\$7,109</b>	<b>\$91,709</b>



## Closing

We appreciate our continued relationship with the City and working together to restore the marina. If you have any questions regarding this proposal, please contact me by phone, at 206-622-0222, or by email, [apatterson@moffattnichol.com](mailto:apatterson@moffattnichol.com).

Sincerely,  
MOFFATT & NICHOL



Aaron Patterson, PE  
Project Manager

Attachment: Moffatt & Nichol Fee Proposal Detail





<b>Consultant Agreement Amendment No. 2</b>	Organization and Address	
Original Agreement Title: <u>Oak Harbor Marina-Professional Services Contract Amendment No. 1 with Moffatt and Nichol for F-Dock and other dock repairs</u>	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277  Phone: 360-279-4500	
Project Numbers: 20-14	Original Execution Date  July 7 , 2020	Completion Date Prior: March 31, 2022 New: No change
Project Title City of Oak Harbor F-Dock and other dock repairs	New Maximum Amount Payable  <b>\$135,609</b>	
Description of Work Provide professional and permitting services at the Oak Harbor Marina.		

The City of Oak Harbor desires to supplement the agreement entered into with Moffatt and Nichol, Inc. and executed on July 7, 2020 and identified as Professional Services Agreement with Moffatt and Nichol for F-Dock and other dock repairs.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:

See Attachment 1

**PROJECT COMPLETION DATE AMENDED TO:** March 31, 2022

**PAYMENT** shall be amended as follows:

The total contract amount shall increase to \$135,609.

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

Moffat Nichol Contract Amendment No. 2  
Oak Harbor Marina Dock Repairs  
September 21, 2021

Page 1 of 2

By: Moffatt and Nichol, Inc.

By: Robert Severns, Mayor

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: **b. Utility Billing Late Payment**  
Policy Document

FROM: David Goldman, Finance Director

---

**SUMMARY STATEMENT**

At the October 19, 2021 meeting, the City Council approved Resolution 21-26 which authorized the Finance Department to assist utility customers with delinquencies that occurred during the Washington state governor’s utility late fee and disconnection moratorium with the condition that the final policy document be provided to the Council for input and approval prior to distribution.

Finance staff coordinated with the City Attorney to develop the attached policy and sample agreement.

The City Attorney also recommends that the City Council make a motion “to authorize the Finance Director to execute payments plans, not to exceed a fixed dollar amount, in a form substantially similar to the one attached hereto.” Any payment plans in excess of that fixed dollar amount would be presented to City Council for approval.'

At the October 19, 2021 Council meeting the balances as of the last billing cycle that were seriously delinquent were shown, which is defined by over 90 days. Now that the last billing cycle that was covered under the moratorium has closed, we have updated our statistics to update the balances. We have also included the balances owed by those serious delinquent customers that are under 90 days to those balances.

Unpaid Balance Statistics as of 10/21/2021 for balances past due by 90 days plus their balances under 90 days.

Total accounts past due: 195

Percent of accounts past due: 3.1%

Total past due balances: \$328,503

Average balance: \$1,684.63

Largest balance: \$23,331.80

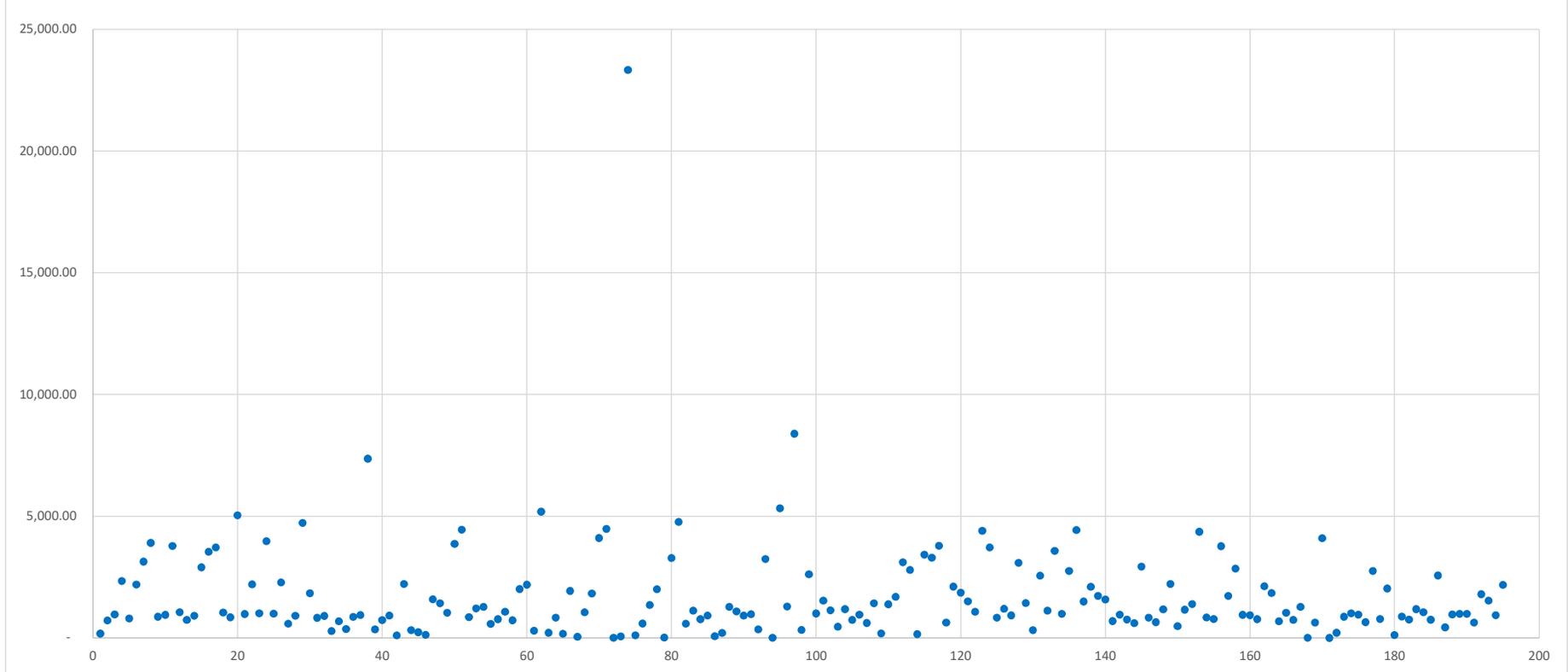
<b>Total Outstanding Balance</b>	<b>Number of Accts.</b>	<b>Delinquent Under 90 days</b>	<b>Delinquent 90+ days</b>	<b>Total Delinquent</b>
Under \$1,000	95	\$ 36,632	\$ 21,615	\$ 58,247
Between \$1,000-\$2,000	46	\$ 28,301	\$ 34,569	\$ 62,869
Between \$2,000-\$5,000	48	\$ 35,051	\$ 117,713	\$ 152,764
Over \$5,000	6	\$ 17,168	\$ 37,455	\$ 54,623
<b>Total</b>	<b>195</b>	<b>\$ 117,151</b>	<b>\$ 211,352</b>	<b>\$ 328,503</b>

Of the six units which have an outstanding balance over \$5,000, one is an apartment complex, one is a house, and four are commercial properties.

**ATTACHMENTS**

1. [Histogram](#)
2. [Policy](#)
3. [Sample Agreement](#)

Seriously Delinquent Accounts Total Balances (195 accounts)





Title: **Utility Customer Assistance and Payment Plans**

Number: **FIN-2021.01**

Department/s: Finance

Original Date: October 27, 2021 Revised Date:

Document Owner / Department: David Goldman, Finance Director / Finance

## **1.0 PURPOSE**

To establish a utility balance payment plan and late fee / disconnection mitigation policy related to the governor's late fee / disconnection moratorium per Washington state governor's proclamations 20-23.15 and 20-23.16 for the City of Oak Harbor ("City").

## **2.0 DEFINITIONS**

**2.1** Monthly Obligation: Includes payment plan payments and/or regular monthly payments.

**2.2** Moratorium: Washington state governor's utility late fee and shutoff moratorium as more particularly described in Washington state governor's Proclamations 20-23.15 and 20-23.16.

## **3.0 POLICY**

**3.1** Pursuant to the principles set forth in City of Oak Harbor Resolution 20-15 and 21-26 and the State's desire to promote economic recovery in the aftermath of COVID-19, it is in the City of Oak Harbor's best interest to allow the Finance Department to take actions necessary to work on solutions to assist customers financially impacted by the COVID-19 emergency, such as waiving late fees or helping with extended payment plans as requested by individuals impacted, while also balancing the need to resume the regular water utility billing and payment cycle.

**3.2** Water utility late fees and penalties will not apply to unpaid balances from March 23, 2020 through September 30, 2021.

**3.3** The Finance Department will help direct City utility customers to outside agencies for financial assistance for utility payments and unpaid balances.

**3.4** The Finance Department will work with City utility customers to set up payment plans of up to eighteen months for unpaid balances that occurred from March 23, 2020 through September 30, 2021.

**3.5** Customers who enter into a payment plan will not have their service disconnected or have late fees or penalties accrue as long as they abide by the terms of the payment plan.



**3.6** This policy may be modified, rescinded, or replaced at any time, subject to City Council review and approval.

**4.0 PROCEDURE**

- 4.1** Finance Department staff will reach out to customers with moratorium related balances.
- 4.2** Finance Department staff will appraise customers of the outside resources available to them to help mitigate their balances.
- 4.3** City staff will work with customers to develop a payment plan that suits their individual needs of up to eighteen months.
- 4.4** Once a payment plan is developed, it will be sent to customers for signature(s).
- 4.5** Once returned, the Finance Director will sign on behalf of the City. Should the City Council set a limit on the amount that the Finance Director is authorized to sign then payment plans above said limit will need to be approved by the City Council.
- 4.6** Payment plan reminder notifications will be sent to customers monthly.
- 4.7** Monthly payments must include payment plan payments and regular monthly payments (Monthly Obligation).
- 4.8** If the Monthly Obligation payment is not received in full by the due date on the bill, delinquency procedures as outlined in the OHMC Chapter 3.95 will be followed.

**5.0 REFERENCES**

- 5.1** Oak Harbor Resolution 20-15
- 5.2** Oak Harbor Resolution 21-26
- 5.3** OHMC Chapter 3.95
- 5.4** Washington State governor’s proclamations 20-23.15 and 20-23.16

**Approval/Review/Revision:**

Date:	Review & Approval Signatures: <i>(Recommended: Department, Legal, City Administrator)</i> <i>(Required: Mayor Per OHMC 2.34.050)</i>	Date:	
	Approved by Legal		Approved by City Administrator
	Approved by D. Goldman / Finance		
	<i>Pending Approval by Mayor per OHMC 2.34.050</i>		



## COVID-19 Payment Plan Agreement

The City of Oak Harbor remains committed to assisting customers impacted by the coronavirus pandemic. Balances accrued between March 23, 2020 through September 30, 2021 are eligible to enroll in COVID-19 payment plans with the City of Oak Harbor. This payment plan is in addition to the regular monthly billing and payments will need to be included along with the regular monthly billing.

### Criteria for Payment Plan

- Had an unpaid balance between March 23, 2020 and September 30, 2021
- Continue to pay regular monthly billing balances
- COVID-19 Payment Plan Agreement terms have been agreed to with account holder's signature

Account No.: \_\_\_\_\_ Service Address: \_\_\_\_\_

1. **Parties:** This agreement is between the City of Oak Harbor and \_\_\_\_\_, the responsible party under the utility account.
2. **Date of Agreement:** This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
3. **Promise to Pay:** Within \_\_\_\_\_ months from date of this agreement, the responsible party promises to pay to the City of Oak Harbor, \$\_\_\_\_\_ which represents the full balance as of the date of this agreement. The final payment will be due by \_\_\_\_\_. **For an active account, regular monthly bills must be paid in addition to payments under this agreement.**
4. **Repayment:** Responsible party will pay in the following manner:  
Amount of monthly payment: \$ \_\_\_\_\_  
Total number of months: \$ \_\_\_\_\_
5. **Prepayment:** The responsible party can pay the entire balance off prior to the final payment due date without any prepayment penalty.
6. **Late and Disconnection Charges:** Any payment (payment plan payments or regular monthly payments) not received by the due date is subject to service being disconnected (fee of \$40) and late penalties consisting of \$15.00, plus .67% of the commodities. Should this occur, the City of Oak Harbor may demand immediate payment of the entire remaining balance including penalties without further notice.

7. **Collections:** Pursuant to the laws of the State of Washington (RCW 19.16.500) the City will assign this debt to a collection agency. Collection costs will be added. Please ensure your payments are made on time.

**The undersigned, responsible party, agrees to the terms set forth above. I understand that, should I default on the payment as agreed, City may discontinue utility service and service will not be restored until the balance is paid in full plus any disconnect and reconnect fees. I further understand that should I default on this agreement, the City will not allow another payment plan. All subsequent billings are payable when due.**

\_\_\_\_\_  
**Responsible Party**

\_\_\_\_\_  
**City of Oak Harbor Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: a. October 27, 2021  
Subject: Oak Harbor Marina Dredging  
Project – Informational Update

**FROM: Chris Sublet, Harbormaster**

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**SUMMARY STATEMENT**

The Oak Harbor Marina has traditionally been dredged every 10-15 years and was last dredged in 2010/2011. Only half of the marina was dredged during this effort and the marina is now silting in, making parts of the marina unusable at low tides.

The next dredge project feasibility study is budgeted for 2024 however with the amount of silting in that is occurring it makes more sense to start the project in 2022. Once a Marine Engineering company is hired, it will likely be several years before actual dredging occurs.

The major milestones of the dredge project, are:

1. The Marina Advisory Committee makes a formal recommendation to begin the dredge project.
  1. The MAC made this recommendation at the September 13, 2021 meeting.
2. Staff makes a dredge project presentation to the City Council at a workshop.
3. Staff seeks a formal recommendation to begin the dredge project from the City Council at a City Council meeting.
4. Staff seeks financing for the dredge project.
5. Staff creates a bid packet for project engineering.
6. Staff opens bids and selects the most qualified engineering firm.
7. Staff seeks formal approval to award the project engineering contract from the City Council at a City Council meeting.
8. The engineering firm creates a project timeline, scope of work, determines probable costs, drafts a bid packet, and starts the permit process.
9. All permits are issued.
10. Staff opens bids and selects the most qualified dredging firm.
11. Staff seeks formal approval to award the bid from the City Council at a City Council meeting.
12. Staff and the engineering firm have preconstruction meetings with the dredge company.
13. Dredging starts.

Staff is estimating that this dredge project will cost approximately \$4,000,000 - \$5,000,000 and it is likely that the marina will have to pay for it with a bond. This may result in significantly higher rates for the boaters and people that rent storage at the marina. Since the marina is open to the public and used and enjoyed boaters and non-boaters alike, it is likely that the City will be asked to contribute some funds for the project.

It should be noted that one of the conditions of the marina lease with DNR, is to remove the sunken

barges on the south side of the marina that were once used as a breakwater. Since it takes the same type of equipment to remove the barges as it does to dredge, it is likely that we will have them removed as part of this project. The estimated removal cost for removal of the barges is approximately \$116,000.00.

Mr. Ken Hulett Chairman of the Marina Advisory Committee will have some additional comments at the workshop on the dredge project topic.

Staff is providing this information to the City Council as an introduction to the topic.

Staff may seek a formal recommendation from the City Council at an upcoming meeting.

### **ATTACHMENTS**

1. [OH Marina Dredge Project City Council Workshop Presentation](#)

# OAK HARBOR MARINA DREDGING PROJECT

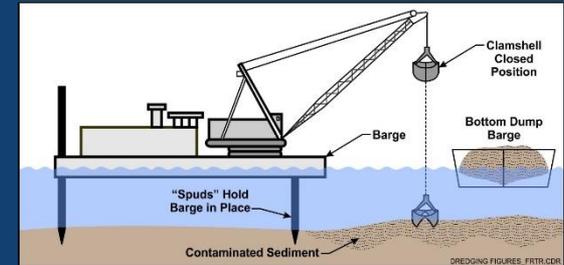


CITY OF  
**Oak Harbor**  
WHIDBEY ISLAND, WASHINGTON

City Council Workshop

# OAK HARBOR MARINA DREDGING HISTORY

- Clarification:
- We are only talking about dredging the marina not the channel or bay.
- Need to dredge every 10 - 15 years
  - Last dredge effort was in 2010/2011
    - Only dredged ½ the marina
    - Removed approximately 20,000 cubic yards of material
    - Cost was approximately \$2,750,000
    - Part of the bond was for new floats, gangway and electrical updates.
  - Previous dredge effort was in 1996/1997
    - Removed 39,263 cubic yards of material

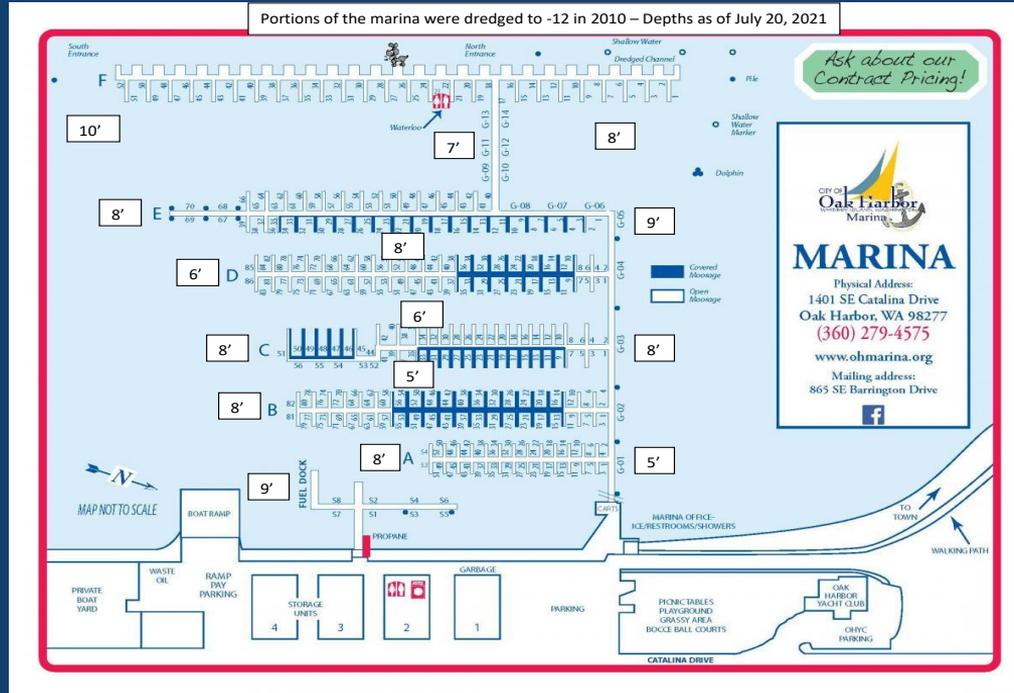




# OAK HARBOR MARINA DREDGING PRESENT EFFORTS

- Recently refinanced the 2010/2011 dredge bond
  - Refinanced approximately \$1,522,200
  - Refinanced to a 5-year bond
- Dredging was briefly discussed at the July 28, 2021, City Council Workshop.
- Marina Advisory Committee
  - Made a formal recommendation to move forward with new dredge project at the September 13, 2021, meeting.
- Remove old breakwater barges
  - Requires same dredge equipment
  - Part of the DNR contract requirements
  - Removal cost is estimated at approximately \$116,000

# OAK HARBOR MARINA DREDGING MARINA DEPTHS





# OAK HARBOR MARINA DREDGING MILESTONES

1. The Marina Advisory Committee makes a formal recommendation to begin the dredge project.
2. Staff makes a dredge project presentation to the City Council at a workshop.
3. Staff seeks a formal recommendation to begin the dredge project from the City Council at a City Council meeting.
4. Staff seeks financing for the dredge project.
5. Staff creates a bid packet for project engineering.
6. Staff opens bids and selects the most qualified engineering firm.
7. Staff seeks formal approval to award the project engineering contract from the City Council at a City Council meeting.
8. The engineering firm creates a project timeline, scope of work, determines probable costs, drafts a bid packet, and starts the permit process.
9. All permits are issued.
10. Staff opens bids and selects the most qualified dredging firm.
11. Staff seeks formal approval to award the bid from the City Council at a City Council meeting.
12. Staff and the engineering firm have preconstruction meetings with the dredge company.
13. Dredging starts.

- Each milestone has many sub-milestones
- It may take 2 – 3 years before we actually dredge



# OAK HARBOR MARINA DREDGING - FUNDING

- **Payoff current 2010/2011 dredge bond**
  - The Marina Advisory Committee is working on a new dredge fee recommendation.
- **Secure a new bond**
- **Utilize some marina reserves**
  - The marina currently has approximately \$1,400,000 in reserves.
  - The reserves are expected to continue growing.
- **Seek funding from the City**
  - The marina is an enterprise fund solely supported by marina tenants.
  - It is viewed like a park and used by non marina tenants.
    - Fishermen, bird watchers, public events, and walkers
  - Provides economic benefits to the City through tourism.
    - 2021 welcomed approximately 700 guest boats.
    - The large majority of guest boats had 2 – 3 people on board.
    - Many of these guests frequented downtown shops, restaurants and bars.
  
- **Ken Hulett Chairman of the Marina Advisory Committee has some additional comments.**

# OAK HARBOR MARINA SALMON

## Questions

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021

Subject: **b. Marina Salmon  
Rearing Project Update**

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FROM: Chris Sublet, Harbormaster

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**SUMMARY STATEMENT**

This project is a “restart” of the salmon rearing program at the Oak Harbor Marina. The marina reared salmon (Coho and Chinook), from 1982 – 2012 and during this time the marina released nearly 1,000,000 salmon into the Oak Harbor Bay. The program was halted in 2013 due to Washington State budget constraints.

The project has 3 goals, with each goal having its own distinct outcome. The goals are, to create an outdoor classroom for students to learn about salmon, revive fishing in the Oak Harbor area and to assist with Governor Inslee’s Salmon task force recommendations.

1. Create an “outdoor” classroom where students from Oak Harbor Public Schools would be part of the entire rearing program, gaining “hands on” experience with the salmon, learning about how they live and grow. They will participate in the arrival, feeding and release (once the COVID restrictions on field trips are lifted).
2. Revive a once thriving salmon fishery in this area and aid with tourism in Oak Harbor. The area around Oak Harbor once had a thriving fishery with recreational fishermen coming from all over to fish. These fishermen would often stay in hotels and frequent restaurants, bars and shops.
3. Support the “Southern Orca Recovery Task Force” recommendations and aid with providing food for the orcas. Sustain the priority focus on with increasing salmon abundance through habitat protection and restoration, increased hatchery production while minimizing competition wild stocks and decreased predation. Prepare an implementation strategy to reestablish salmon runs above existing dams, increasing prey availability for Southern Resident orcas.

Staff has been working with the State for the past 2 ½ years to restart the program and recently learned that we have been approved to receive 30,000 Coho salmon in December 2021. The salmon will be put into 2 net pens to grow until late May when they will be released into the Oak Harbor Bay. It is anticipated that 10% of these salmon will return to the Oak Harbor Bay in 3 years.

The pens and nets that were used previously had reached the end of their useful lifecycle and were disposed of. New nets will have to be purchased. Marina staff and volunteers will construct 2 new salmon net pens and purchase nets and salmon food.

The estimated startup cost for the net pens, nets and food is \$19,000. Staff and volunteers are seeking donations for the project and have received approximately \$4,500.00 in donations so far.

Staff is providing this information as an informational update to the City Council.

## **ATTACHMENTS**

1. [OH Marina Salmon Rearing Program City Council Workshop Presentation](#)

# OAK HARBOR MARINA SALMON REARING PROJECT



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

City Council Workshop

# OAK HARBOR MARINA SALMON REARING - HISTORY

- Program started in 1982
  - Ran from 1982 - 2012
  - Halted in 2013 due to budget constraints
- Reared 30,000 – 60,000 salmon each year
- Released nearly 1,000,000 salmon
  - Both Coho and Chinook



# OAK HARBOR MARINA SALMON REARING – CURRENT EFFORTS

- Started conversations with the State in 2018
  - Initially denied
- Mayor Severns wrote several letters to DFW Director Susewind
- Worked with:
  - Steve Stout – Former DFW Region 4, Hatchery Reform and Operations Manager
  - Joe Coutu – New DFW Region 4, Hatchery Reform and Operations Manager
- On May 23, 2021, received word that we had been approved.
  - Receive 30,000 Coho
  - Late November – December
    - May receive Chinook in 2022

# OAK HARBOR MARINA SALMON REARING – GOALS

The 3 goals are:

1. Create an “outdoor” classroom where students would be part of the entire rearing program, gaining “hands on” experience with the program.
  - Participate in salmon arrival, feeding and release
  - May also rear some in the classrooms
2. Revive a once thriving salmon fishery in this area.
  - Area 8-1 was once a popular fishing area
  - Currently very few salmon and area was closed in 2020
  - Aid with tourism in Oak Harbor.
3. Support the “Southern Orca Recovery Task Force” recommendations:
  - Sustain the priority focus on with increasing salmon abundance through habitat protection and restoration, increased hatchery production while minimizing competition wild stocks and decreased predation.
  - Prepare an implementation strategy to reestablish salmon runs above existing dams, increasing prey availability for Southern Resident orcas.



# OAK HARBOR MARINA SALMON REARING – NET PENS

- Build 2 net pens
  - 15,000 fish per pen
- Approximately 30' x 15'
- Constructed of non-treated wood
- Plastic barrels for flotation
- Nylon net
- Wood and galvanized fence wire lids



# OAK HARBOR MARINA SALMON REARING – ESTIMATED COSTS

- Building materials for 2 net pens
  - \$10,000
- 2 Nets
  - \$6,000
- Salmon Food
  - \$3,000
  
- Soliciting Grants and donations:
  - Fidalgo Island / San Juan Puget Sound Anglers Club
  - Iverson Insurance Agency
  - Kim Jaeger
  - Vasquez Dentistry
  - We have also applied for some additional grants.
  
- If we don't receive enough in donations and grants
  - Request City Council to approve funding any shortfalls from a City fund.



# OAK HARBOR MARINA SALMON

## Questions

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: a. Public Safety Level of Service  
Improvement Discussion

FROM: David Goldman, Finance Director Finance

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**SUMMARY STATEMENT**

Over the last year, the City's administration has been working closely with the City's public safety leadership regarding the current levels of service that we have been able to provide the public and ideas for improvements to those levels to better serve the public. Staff presented fire and police current levels of service and ideas on how to improve those levels to the City Council at the August Council Workshop. The City Council expressed an interest in learning more about those ideas, particularly with regards to police department items which was the topic of the September Council workshop. This workshop provides three options for the City Council to consider pursuing for police service level improvements.

**Options**

Option 1: Includes all items from prior workshops. \$1,570,631 average annual cost estimate (all figures cited below are 6-year estimated average annual costs).

\$377,236 – New items average annual cost (1 Evidence Tech., equipment, police department expansion/remodel, jail services reorganization costs above current budget)

\$1,193,395 – Stable revenue sources

- \$268,969 – Recent (2 police officers)
- \$924,426 – On-going (software expenses, fleet and equipment replacements, current jail services budget)

Option 2: Includes 2 Police Officers, 1 Evidence Tech., purchase of equipment and the expansion/remodel. \$506,225 average annual cost.

Option 3: Includes 1 Police Officer and purchase of equipment. \$191,152 average annual cost.

Staff welcomes the City Council's input on these ideas and staff is ready and able to either scale back these ideas or look at other ideas for level of service improvements.

**ATTACHMENTS**

1. [Presentation](#)

# PUBLIC SAFETY NEEDS ANALYSIS



# POLICE DEPARTMENT





# COSTS (FROM PRIOR WORKSHOP)



## Cost of potential projects

- 2 Police Officers and 1 new Evidence Tech.
- New equipment – training, rescue vehicles, emergency rescue.
- Jail and lobby expansion and remodel and jail reorganization.
- Vest reserve for replacements and software maintenance.
- Fleet reserve for replacements and improvements.

	1-Time Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Average
Employee Payroll		317,221	338,527	360,634	379,197	393,997	407,772	366,225
1-time equipment	340,000	56,667	56,667	56,667	56,667	56,667	56,667	56,667
1-time expansion/remodel	500,000	83,333	83,333	83,333	83,333	83,333	83,333	83,333
Operating Expenses		82,000	83,640	85,313	87,019	88,759	90,535	86,211
Fleet Replacements & R&R		108,196	108,196	108,196	108,196	108,196	108,196	108,196
Jail Reorganization		870,000	870,000	870,000	870,000	870,000	870,000	870,000
<b>Total</b>	<b>840,000</b>	<b>1,517,417</b>	<b>1,540,363</b>	<b>1,564,142</b>	<b>1,584,412</b>	<b>1,600,952</b>	<b>1,616,502</b>	<b>1,570,631</b>



# CATEGORIES (FROM PRIOR WORKSHOP)

## Cost of potential projects

- 2 Police Officers (stable rev.) and 1 new Evidence Tech (new).
- New equipment – training, rescue vehicles, emergency rescue (new).
- Jail and lobby expansion and remodel and jail reorganization (84% stable rev. / 16% new).
- Vest reserve for replacements and software maintenance (stable rev.).
- Fleet reserve for replacements and improvements (stable rev.).

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Average
<b>New Items</b>	362,338	368,089	374,043	380,266	386,755	391,927	377,236
<b>Stable Revenue Sources</b>	1,155,079	1,172,274	1,190,100	1,204,146	1,214,197	1,224,575	1,193,395
<b>Total</b>	1,517,417	1,540,363	1,564,142	1,584,412	1,600,952	1,616,502	1,570,631



# OPTIONS

**Option 1 – Includes all items from prior workshop. \$1,570,631 avg. annual cost.**

**Option 2 – \$506,225 avg. annual cost.**

		1-Time Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Average
Employee Payroll - 1 Officer	Existing		117,432	125,210	133,286	139,456	143,611	147,913	134,485
Employee Payroll - 1 Officer	Existing		117,432	125,210	133,286	139,456	143,611	147,913	134,485
Employee Payroll - 1 Evidence	New		82,357	88,108	94,062	100,285	106,774	111,946	97,255
1-time equipment	New	340,000	56,667	56,667	56,667	56,667	56,667	56,667	56,667
1-time expansion/remodel	New	500,000	83,333	83,333	83,333	83,333	83,333	83,333	83,333
<b>Total</b>		<b>840,000</b>	<b>457,221</b>	<b>478,527</b>	<b>500,634</b>	<b>519,197</b>	<b>533,997</b>	<b>547,772</b>	<b>506,225</b>

**Option 3 - \$191,152 avg. annual cost.**

		1-Time Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Average
Employee Payroll - 1 Officer	Existing		117,432	125,210	133,286	139,456	143,611	147,913	134,485
1-time equipment	New	340,000	56,667	56,667	56,667	56,667	56,667	56,667	56,667
<b>Total</b>		<b>340,000</b>	<b>174,099</b>	<b>181,876</b>	<b>189,953</b>	<b>196,123</b>	<b>200,278</b>	<b>204,579</b>	<b>191,152</b>



# COST COMPARISON

	6-year avg. cost	Levy Rate	Avg. Home Amount	
			Annually	Monthly
Option 1	\$ 1,570,632	0.668005991	\$ 200.13	\$ 16.68
Option 2	\$ 506,225	0.215302714	\$ 64.50	\$ 5.38
Option 3	\$ 191,152	0.081298917	\$ 24.36	\$ 2.03

**THANK YOU!**



City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021

Subject: b. Department of Revenue  
Business License Services Fee  
Structure Discussion

FROM: David Goldman, Finance Director Finance

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**SUMMARY STATEMENT**

Per RCW 35.90.020, all cities requiring a general business license of any person that engages in business activities within that city must partner with DOR to have such licenses issued and renewed through DOR's Business Licensing Services (BLS) in accordance with chapter 19.02 RCW. The only exceptions to participating with BLS are if a city participates in the local business license and tax filing portal known as "FileLocal" as of July 1, 2020 or if a city received at least \$1,950,000 in fiscal year 2020 for temporary streamlined sales tax mitigation under the 2019 omnibus appropriations act, section 722, chapter 415 and participates in FileLocal as of July 1, 2021. Neither exception applies to Oak Harbor. Over 175 local governments have partnered with the DOR BLS as of July 15, 2021.

On August 17, 2021, the City Council authorized the Mayor to sign the Business Licensing Services (BLS) Agreement with the Washington State Department of Revenue (DOR) for a partnership to have business licenses issued and renewed through BLS in accordance with RCW 35.90.020.

**Current Business License Fee Structure**

The current Oak Harbor business license structure is broken up into three tiers:

- Class 1: \$100 for taverns, fraternal organizations serving food or liquor, restaurant businesses serving liquor, grocery stores/supermarkets containing over 3,000 square feet of sales area and manufacturing and other business employing 50 or more full and/or part time employees.
- Class 2: \$50 for financial institutions including savings and loan businesses, credit unions, banks, professional businesses including law businesses, accounting businesses, dentists, doctors, optometrists, veterinarians, engineers, surveyors, architects, real estate brokers, insurance brokers, building and landscape designers, chiropractors, automobile dealerships and auto part dealers.
- Class 3: \$25 for businesses located outside the corporate limits of the City engaged in sales or sales of services within the corporate limits of the City, or making retail sales or sales and deliveries within the corporate limits of the City, contractors and subcontractors providing building services, or materials or equipment within the corporate limits of the City. All other businesses not classified as either Class 1 or Class 2.

Businesses moving into the City or starting after June 30th will pay ½ the specified fee above for the balance of the year. Non-profits and governmental agencies are exempt. Home occupations require

a license.

In addition to the business licenses above, certain businesses require endorsements as follows:

- \$25. Entertainment Establishment Endorsement Type 1 (establishment that provides entertainment but does not provide entertainment in connection with the business of directly or indirectly selling liquor for consumption on or within the premises).
- \$221. Entertainment Establishment Endorsement Type 2 (establishment that provides entertainment in connection with the business of directly or indirectly selling liquor for consumption on or within the premises).
- \$1,010. Adult Entertainment Endorsement
- \$30. Pawnbroker Endorsement
- \$50. Taxicab and for Hire Vehicle Endorsement (1-2 drivers). \$25 each additional driver.
- \$600. Transportation Network Company Endorsement
- \$300. Mobile Food Vendor Endorsement
- \$50. Horse Drawn Carriages, Carts, or Conveyances Endorsement (1-2). Plus \$25 for additional horse.

#### Available Business License Fee Structures

Over the past few months, City staff has met with representatives from the DOR multiple times. Staff has also reached out to a number of different local governments who had previously gone through this process. Based on these conversations, the available business license types available include:

- General Business
- Home Occupation
- Non-resident
- Non-profit

The available fee structures include:

- Flat fee per license type
- Determined by gross income
- Determined by employee count - flat
- Determined by employee count - range
- Combination by gross income and employee count
- Other combination

#### Flat fee per license type example

General Business = \$50

Home Occupation = \$25

Non-Resident = \$25

Non-profit = \$0

Determined by gross income example

\$0 - \$2,000 = \$0

\$2,001 - \$50,000 = \$25

\$50,001 - \$100,000 = \$50

\$100,001 and greater = \$100

Determined by employee count – range example

0 – 24 employees = \$25

25 – 49 employees = \$50

50 or more employees = \$100

Determined by employee count – graduated example

Minimum \$25

0 – 10 employees = \$4 per employee

Next 11 – 20 employees = \$6 per employee

21 and over = \$8 per employee

Calculations capped at 30 employees

Determined by employee count and gross income example

\$0 - \$2,000 = \$0

Above \$2,000 = \$25 plus \$5 per employee

Business licenses revenues generate approximately \$50,000 annually. Any of these structures can be designed to be revenue neutral or 2021 revenue plus inflation for the City in the initial year.

Business license fee structure for cities throughout Washington can be found at:

<https://dor.wa.gov/manage-business/city-license-endorsements>

#### **ATTACHMENTS**

1. [Agreement with DOR for BLS](#)
2. [10-27-21 - BLS Presentation](#)



**BUSINESS LICENSING  
SERVICES AGREEMENT**

DOR Contract Number: K1992  
Contractor Contract Number:

**THIS CONTRACT** is made between the Washington State Department of Revenue (“DOR”) and City of Oak Harbor (“Contractor”) the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME City of Oak Harbor		CONTRACTOR DOING BUSINESS AS (DBA) City of Oak Harbor	
CONTRACTOR ADDRESS   Street 865 SE Barrington Dr	City Oak Harbor	State WA	Zip Code 98277
CONTRACTOR CONTACT/TITLE Sonney Wolfe, Utilities Office Manager	CONTRACTOR TELEPHONE (360)279-4532	CONTRACTOR EMAIL ADDRESS swolfe@oakharbor.org	

DOR PROGRAM Business Licensing Services	DOR DIVISION/SECTION Taxpayer Services/Partnership Services
DOR CONTACT NAME AND TITLE Katie Early, BLS Partnership Services Manager	DOR CONTACT ADDRESS Department of Revenue Attn: Business Licensing Service PO Box 47478 Olympia, WA 98504-7478
DOR CONTACT TELEPHONE (360) 705-6777	DOR CONTACT EMAIL ADDRESS <a href="mailto:DORBLSPARTNER@DOR.WA.GOV">DORBLSPARTNER@DOR.WA.GOV</a>

CONTRACT START DATE Date of Last Signature	CONTRACT END DATE When Terminated in Writing By Both Parties	
---	--	--

**PURPOSE OF CONTRACT:**  
This Contract includes all terms and conditions for DOR and Contractor to govern Contractor’s partnering with DOR to have business licenses issued, and renewed, if the city requires renewal, through the business licensing service in accordance with Chapter [19.02](#) RCW.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on DOR only upon signature by DOR.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Bob Severns, Mayor	DATE SIGNED
DOR SIGNATURE	PRINTED NAME AND TITLE Sandi Fairchild, Chief Financial Officer	DATE SIGNED

# TABLE OF CONTENTS

<b>PURPOSE .....</b>	<b>4</b>
<b>1. DEFINITIONS .....</b>	<b>4</b>
<b>2. SPECIAL TERMS AND CONDITIONS .....</b>	<b>6</b>
2.1 PERFORMANCE EXPECTATIONS .....	6
2.2 TERM .....	7
2.3 COMPENSATION .....	8
2.4 CONTRACTOR and DOR CONTRACT MANAGERS .....	8
2.5 LEGAL NOTICES .....	9
2.6 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE .....	10
2.7 INSURANCE .....	10
<b>3. GENERAL TERMS AND CONDITIONS .....</b>	<b>10</b>
3.1 ACCESS TO DATA .....	10
3.2 ADVANCE PAYMENT PROHIBITED .....	11
3.3 AMENDMENTS .....	11
3.4 ASSIGNMENT .....	11
3.5 ATTORNEYS' FEES .....	11
3.6 CONFIDENTIAL INFORMATION PROTECTION .....	11
3.7 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION .....	12
3.8 CONTRACTOR’S PROPRIETARY INFORMATION .....	12
3.9 DISPUTES .....	13
3.10 ENTIRE AGREEMENT .....	13
3.11 FORCE MAJEURE .....	14
3.12 FUNDING WITHDRAWN, REDUCED OR LIMITED .....	14
3.13 GOVERNING LAW .....	15
3.14 DOR NETWORK SECURITY .....	15
3.15 INDEMNIFICATION .....	15
3.16 NO THIRD-PARTY BENEFICIARIES .....	15
3.17 NONDISCRIMINATION .....	15
3.18 OVERPAYMENTS TO CONTRACTOR .....	16
3.19 PAY EQUITY .....	16
3.20 RECORDS AND DOCUMENTS REVIEW .....	16
3.21 REMEDIES NON-EXCLUSIVE .....	17
3.22 RIGHT OF INSPECTION .....	17

3.23 RIGHTS IN DATA/OWNERSHIP.....	17
3.24 RIGHTS OF STATE AND FEDERAL GOVERNMENTS .....	17
3.25 SEVERABILITY .....	18
3.26 SUBCONTRACTING .....	18
3.27 SURVIVAL.....	18
3.28 TERMINATION.....	19
3.29 WAIVER.....	20
3.30 WARRANTIES.....	20

**Attachments**

Attachment 1: RCW 35.90.020

Attachment 2: Confidential Information Security Requirements

# Contract #K1992 Business Licensing Services

## Purpose

The purpose of this Contract is to establish the terms under which the Washington State Department of Revenue' (hereinafter referred to as "DOR") Business Licensing Service (hereinafter referred to as "BLS") program will act as the City of Oak Harbor's (hereinafter referred to as "Contractor") Agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Contractor's ability to collect licensing fees, collection and distribution of information based on Contractor's regulatory authority as a City or Town within the state of Washington.

Contractor shall retain its regulatory authority over its business, licensing and other regulatory activities, except as expressly delegated to DOR in accordance with this Contract and RCW 35.09.020. A copy of Chapter 35.090.020 RCW is attached hereto as Attachment 1.

NOW THEREFORE, DOR and Contractor enter into this Contract, the terms and conditions of which will govern Contractor's partnering with DOR to have business licenses issued, and renewed, if the city requires renewal, through the Business Licensing Service in accordance with Chapter [19.02](#) RCW.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

### 1. DEFINITIONS

**"Agent"** means an entity used for the purpose of collecting, processing, and disbursing information, licenses, and fees.

**"Authorized Representative"** means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

**The "State Business Licensing Service" or "BLS program"** means the program, administered by DOR. Chapter 35.90.20 RCW requires any Washington state municipality not under contract with the FileLocal service for local business licensing by June 30, 2020, will contract with the BLS program by December 31, 2022 if it continues to issue general business licenses. . DOR will facilitate for contractors the issuance and renewal of municipal government general business licenses, collection and distribution of licensing fees, and collection and distribution of business information.

**“Breach”** means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, DOR’s source code or object code, or DOR or State security information.

**“Contract”** means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

**“Contractor”** means the City of Oak Harbor, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Data”** means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

**“Effective Date”** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“DOR Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Department of Revenue”** or **“DOR”** or **“Revenue”** means the Washington State Department of Revenue, any division, section, office, unit or other entity of DOR, or any of the officers or other officials lawfully representing DOR.

**“Overpayment”** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

## 2. SPECIAL TERMS AND CONDITIONS

### 2.1 PERFORMANCE EXPECTATIONS

- 2.1.1 Contractor will, within the time period requested by DOR, provide DOR with all Business Requirements and licensing information required to implement Contractor’s participation in the BLS program.
- 2.1.2 DOR will request Contractor’s Business Requirements directly by communicating with the Contractor’s Contract Manager.
- 2.1.3 DOR will request Contractor’s licensing information through the use of the License file format found on the DOR website at <https://dor.wa.gov/doing-business/business-licensing-service-and-local-licensing> page. This request will be sent directly to Contractor’s Contract Manager, or their designee.
- 2.1.4 All non-public, confidential business and/or confidential taxpayer information and data transferred between the parties is required to be encrypted by password protection or a secure file transfer process requiring a user ID and hardened passwords shall not be shared in the same message as any file containing non-public or confidential data.
- 2.1.5 Contractor agrees, completion and remittance to DOR of all of the following documents are requirements for Contractor’s participation in the BLS program:
  - DOR’s Business License Application and/or City Addendum;
  - The “Business License” document for proof of licensure under Contractor’s licensing or regulatory program; and
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- 2.1.6 Contractor will obtain and maintain, at no cost to DOR, all necessary equipment and online services required to support Contractor’s access into and use of the BLS Database.
- 2.1.7 End-to-end testing will take place until such time as DOR is satisfied with the receipt and delivery of information. End to end testing includes testing all newly configured Contractor business requirements into DOR’s ATLAS system.
- 2.1.8 Contractor is required to have their licensing and information technology staff available during the first six (6) months of testing to respond to DOR. Contractor’s staff assigned to assist DOR must be knowledgeable of Contractor’s operations

and/or technology and be able to assist DOR staff with process improvements and/or troubleshooting. All Contractor's technology staff will be required to be subject matter experts in Contractor's technology. Additionally, Contractor's staff shall have the ability to make decisions on technical determinations as well as be available via email, telephone, and will take part in business meetings, when required, with DOR.

- 2.1.9 Contractor agrees to have staff available for training sessions, set to occur approximately six months prior to Contractor's assigned go-live date.
- 2.1.10 In accordance with RCW 35.90.070, Contractor agrees any general business license change enacted by Contractor, whose general business license is issued BLS, takes effect no sooner than seventy-five (75) days after DOR receives notice of the change, if the change affects in any way, who must obtain a license, who is exempt from obtaining a license, or the amount or method of determining any fee for the issuance or renewal of a license
- 2.1.11 Contractor will provide DOR with all statistical data associated with this Contract. The statistical data will include, but not be limited to, the following data elements:
  - Full-Time Equivalent (FTE) savings
  - Change in number of Contractor issued licensees
  - Any changes in Contractor's revenue flow
- 2.1.12 Expected performance under this Contract includes, but is not limited to, the following:
  - i. Knowledge of applicable state and federal laws and regulations pertaining to subject of the Contract;
  - ii. Collaboration with DOR staff in Contractor's conduct of the services;
  - iii. Conformance with DOR directions regarding the delivery of the services;
  - iv. Protection of all Confidential Information and Data; and
  - v. Timely, accurate and informed communications between the parties.

## **2.2 TERM**

- 2.2.1 The initial term of the Contract will commence on the date of last signature, and continue unless terminated as provided herein.

## **2.3 COMPENSATION**

DOR's services, as identified in this Contract, are provided at no charge to Contractor, with the following exceptions:

- 2.3.1 Contractor shall reimburse DOR the actual costs of developing and producing any and all ad hoc informational reports. Ad hoc reports will be created only if requested by the Contractor and agreed-upon by DOR.
- 2.3.2 Contractor is required to reimburse DOR for all expenses relating to the implementation of any changes, outside of the standard BLS program, if requested by the Contractor and agreed-upon by Revenue. Any said changes to the BLS program shall be in writing, amended by mutual written agreement of the Parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each party as outlined in section 4.3 of this Contract.
- 2.3.3 DOR will not charge any fees associated with a standard, initial BLS project coordination and implementation. Any and all costs incurred by DOR or Contractor, including any and all travel related expenses, shall be absorbed by the respective party.
- 2.3.4 If DOR and/or Contractor agree to pay any travel-related expenses through an Amendment of this Contract, any and all day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals must be authorized in writing, in advance, by the DOR and reimbursement will be at rates not to exceed the then-current rules, regulations, and guidelines for Washington state employees published by the state Office of Financial Management in the state Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

To receive reimbursement, Contractor will be required to provide a detailed breakdown of authorized expenses and receipts for any and all expenses.

## **2.4 CONTRACTOR AND DOR CONTRACT MANAGERS**

- 2.4.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for DOR's Contract Manager for all business matters, performance matters, and administrative activities.
- 2.4.2 DOR's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The DOR Contract Manager has the authority to accept or reject the services provided and must approve the Contractor's invoices prior to payment.

2.4.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Contractor Contract Manager Information		Department of Revenue Contract Manager Information	
Name:	Sonney Wolfe	Name:	Katie Early
Title:	Utilities Office Manager	Title:	BLS Partnership Services Manager
Phone:	(360)279-4532	Phone:	(360) 705-6607
Email:	swolfe@oakharbor.org	Email:	KatieE@DOR.WA.GOV

**2.5 LEGAL NOTICES**

Any notice, demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

2.5.1 In the case of notice to the Contractor:

City of Oak Harbor  
 ATTN: Sonney Wolfe, Utilities Office Manager  
 865 SE Barrington Dr  
 Oak Harbor, WA 98277

2.5.2 In the case of notice to DOR:

**Attention:** Procurement & Contracts Manager  
 Department of Revenue  
 Business & Financial Services  
 Post Office Box 47462  
 Olympia, WA 98504-7462

2.5.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

2.5.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

## **2.6 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE**

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 2.6.1 Applicable Federal and State of Washington statutes and regulations, including RCW 30.90.020 attached hereto as Attachment 1;
- 2.6.2 Data Share Agreement **K1992**
- 2.6.3 Recitals;
- 2.6.4 Special Terms and Conditions;
- 2.6.5 General Terms and Conditions;
- 2.6.6 Attachment 2: Confidential Information Security Requirements; and
- 2.6.7 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## **2.7 INSURANCE**

Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to DOR upon request.

Upon request, Contractor must submit to DOR a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

The policy must be maintained for the term of this Contract and three (3) years following its termination.

## **3. GENERAL TERMS AND CONDITIONS**

### **3.1 ACCESS TO DATA**

In compliance with RCW 39.26.180(2) and federal rules, the Contractor must provide access to any data generated under this Contract to DOR, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

### **3.2 ADVANCE PAYMENT PROHIBITED**

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

### **3.3 AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **3.4 ASSIGNMENT**

3.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 3.29, *Subcontracting*, without the prior written consent of DOR. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to DOR that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 3.4.1 of the Contract will be null and void.

3.4.2 DOR may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

### **3.5 ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

### **3.6 CONFIDENTIAL INFORMATION PROTECTION**

3.6.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without DOR's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 2: *Confidential Information Security Requirements*).

- 3.6.2 DOR reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 3.6.3 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

### **3.7 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION**

- 3.7.1 Contractor must notify the DOR Procurement and Contracts Manager at [LoriG@dor.wa.gov](mailto:LoriG@dor.wa.gov) or a proxy designated by BLS Partnership Services Manager within five (5) Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 3.7.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold DOR harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 3.7.3 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 2, Section 6) of all Confidential Information.
- 3.7.4 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

### **3.8 CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that DOR is subject to Chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with Chapter 42.56 RCW, DOR will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, DOR will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DOR will release the requested information on the date specified.

### 3.9 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between DOR and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

3.9.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, the initiating party may request that the DOR Director review the dispute. Any such request from the initiating party must be submitted in writing to the DOR Director within five (5) Business Days after receiving the response of the responding party. The DOR Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The DOR Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

3.9.2 A party's request for a dispute resolution must:

3.9.2.1 Be in writing;

3.9.2.2 Include a written description of the dispute;

3.9.2.3 State the relative positions of the parties and the remedy sought;

3.9.2.4 State the Contract Number and the names and contact information for the parties;

3.9.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

### 3.10 ENTIRE AGREEMENT

DOR and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 3.30 *Warranties*.

### **3.11 FORCE MAJEURE**

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

### **3.12 FUNDING WITHDRAWN, REDUCED OR LIMITED**

If DOR determines, in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then DOR, at its sole discretion, may:

3.12.1 Terminate this Contract pursuant to Section 3.28.3, *Termination for Non-Allocation of Funds*;

3.12.2 Renegotiate the Contract under the revised funding conditions; or

3.12.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. DOR will use this option only when DOR determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

3.12.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

3.12.3.2 When DOR determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DOR informing DOR whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

3.12.3.3 If the Contractor's proposed resumption date is not acceptable to DOR and an acceptable date cannot be negotiated, DOR may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DOR will be liable only for payment in accordance with the

terms of this Contract for services rendered prior to the retroactive date of termination.

### **3.13 GOVERNING LAW**

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by DOR of the State's immunity under the 11<sup>th</sup> Amendment to the United States Constitution.

### **3.14 DOR NETWORK SECURITY**

Contractor agrees not to attach any Contractor supplied computers, peripherals or software to the DOR Network without prior written authorization from DOR's Chief Information Officer. Unauthorized access to DOR networks and systems is a violation of DOR Policy and constitutes computer trespass in the first degree pursuant to Chapter 9A.90.040 RCW. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the DOR visitor or Guest Wi-Fi Internet connection while on site if available at the DOR office(s).

### **3.15 INDEMNIFICATION**

Contractor must defend, indemnify, and save DOR harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 3.6 *Confidential Information Protection* arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

### **3.16 NO THIRD-PARTY BENEFICIARIES**

DOR and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

### **3.17 NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be

rescinded, cancelled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with DOR.

### **3.18 OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, DOR will provide written notice to Contractor and Contractor will refund the full amount to DOR within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, DOR may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with DOR's actions under this section, then it may invoke the dispute resolution provisions of Section 3.9 *Disputes*.

### **3.19 PAY EQUITY**

- 3.19.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 213), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 3.19.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 3.19.3 "Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 3.19.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 3.19.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of DOR's request for such evidence, DOR may suspend or terminate this Contract.

### **3.20 RECORDS AND DOCUMENTS REVIEW**

- 3.20.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of

the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by DOR, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

3.20.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

3.20.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

### **3.21 REMEDIES NON-EXCLUSIVE**

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

### **3.22 RIGHT OF INSPECTION**

The Contractor must provide right of access to its facilities to DOR, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

### **3.23 RIGHTS IN DATA/OWNERSHIP**

3.23.1 DOR and Contractor agree that all data and work products (collectively "Work Product") produced and transferred to Contractor pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned exclusively by DOR.

3.23.2 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of DOR. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy, share, sell, disclose, transmit, disseminate or use any part or portion of DOR's Work Product, or any portion thereof, in any form, to any third party.

### **3.24 RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or

otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

### **3.25 SEVERABILITY**

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

### **3.26 SUBCONTRACTING**

- 3.26.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of DOR. DOR has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to DOR for any breach in the performance of Contractor's duties.
- 3.26.2 Contractor is responsible for ensuring all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 3.26.3 The rejection or approval by the DOR of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to DOR.
- 3.26.4 DOR has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

### **3.27 SURVIVAL**

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments* will survive the termination of this Contract. The right of DOR to recover any overpayments will also survive the termination of this Contract.

## **3.28 TERMINATION**

### **3.28.1 TERMINATION FOR DEFAULT**

In the event DOR determines that Contractor has failed to comply with the terms and conditions of this Contract, DOR has the right to suspend or terminate this Contract. DOR will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. DOR reserves the right to suspend all or part of the Contract, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by DOR to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

### **3.28.2 TERMINATION FOR CONVENIENCE**

When, at DOR's sole discretion, it is in the best interest of the State, DOR may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to DOR in the event the termination option in this section is exercised.

### **3.28.3 TERMINATION FOR NONALLOCATION OF FUNDS**

If funds are not allocated to continue this Contract in any future period, DOR may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. DOR agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to DOR in the event the termination option in this section is exercised.

#### 3.28.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of DOR to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DOR may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. DOR agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to DOR in the event the termination option in this section is exercised.

#### 3.28.5 TERMINATION FOR CONFLICT OF INTEREST

DOR may terminate this Contract by written notice to the Contractor if DOR determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, DOR will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

### 3.29 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the DOR Authorized Representative has the authority to waive any term or condition of this Contract on behalf of DOR.

### 3.30 WARRANTIES

- 3.30.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to DOR.
- 3.30.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 3.30.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes:

(i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to DOR or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence DOR to enter into this Contract.

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# Attachment 1

## RCW 35.90.020

### RCW 35.90.020

#### **Licensing as partnership with department—Partnership priority—Biennial plan—Exception—Report.**

(1) Except as otherwise provided in subsection (7) of this section, a city that requires a general business license of any person that engages in business activities within that city must partner with the department to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW.

(a) Except as otherwise provided in subsection (3) of this section, the department must phase in the issuance and renewal of general business licenses of cities that required a general business license as of July 1, 2017, and are not already partnering with the department, as follows:

(i) Between January 1, 2018, and December 31, 2021, the department must partner with at least six cities per year;

(ii) Between January 1, 2022, and December 31, 2027, the department must partner with the remaining cities; or

(iii) Between July 1, 2017 and December 31, 2022, the department must partner with all cities requiring a general business license if specific funding for the purposes of this subsection [(1)(a)](iii) is appropriated in the omnibus appropriations act.

(b) A city that imposes a general business license requirement and does not partner with the department as of January 1, 2018, may continue to issue and renew its general business licenses until the city partners with the department as provided in subsection (4) of this section.

(2) (a) A city that did not require a general business license as of July 1, 2017, but imposes a new general business license requirement after that date must advise the department in writing of its intent to do so at least ninety days before the requirement takes effect.

(b) If a city subject to (a) of this subsection (2) imposes a new general business license requirement after July 1, 2017, the department, in its sole discretion, may adjust resources to partner with the imposing city as of the date that the new general business licensing requirement takes effect. If the department cannot reallocate resources, the city may issue and renew its general business license until the department is able to partner with the city.

(3) The department may delay assuming the duties of issuing and renewing general business licenses beyond the dates provided in subsection (1)(a) of this section if:

(a) Insufficient funds are appropriated for this specific purpose;

(b) The department cannot ensure the business licensing system is adequately prepared to handle all general business licenses due to unforeseen circumstances;

(c) The department determines that a delay is necessary to ensure that the transition to mandatory department issuance and renewal of general business licenses is as seamless as possible; or

(d) The department receives a written notice from a city within sixty days of the date that the city appears on the department's biennial partnership plan, which includes an explanation of the fiscal or technical challenges causing the city to delay joining the system. A delay under this subsection (3)(d) may be for no more than three years.

(4) (a) In consultation with affected cities and in accordance with the priorities established in subsection (5) of this section, the department must establish a biennial plan for partnering with cities to assume the issuance and renewal of general business licenses as required by this section. The plan must identify the cities that the department will partner with and the dates targeted for the department to assume the duties of issuing and renewing general business licenses.

(b) By January 1, 2018, and January 1st of each even-numbered year thereafter, the department must submit the partnering plan required in (a) of this subsection (4) to the governor; legislative fiscal committees; house local government committee; senate agriculture, water, trade and economic development committee; senate local government committee; affected cities; association of Washington cities; association of Washington business; national federation of independent business; and Washington retail association.

(c) The department may, in its sole discretion, alter the plan required in (a) of this subsection (4) with a minimum notice of thirty days to affected cities.

(5) When determining the plan to partner with cities for the issuance and renewal of general business licenses as required in subsection (4) of this section, cities that notified the department of their wish to partner with the department before January 1, 2017, must be allowed to partner before other cities.

(6) A city that partners with the department for the issuance and renewal of general business licenses through the business licensing service in accordance with chapter [19.02](#) RCW may not issue and renew those licenses.

(7) A city may decline to partner with the department for the issuance and renewal of a general business license as provided in subsection (1) of this section if the city participates in the online local business license and tax filing portal known as "FileLocal" as of July 1, 2020. For the purposes of this subsection (7), a city is considered to be a FileLocal participant as of the date that a business may

access FileLocal for purposes of applying for or renewing that city's general business license and reporting and paying that city's local business and occupation taxes. A city that ceases participation in FileLocal after July 1, 2020, must partner with the department for the issuance and renewal of its general business license as provided in subsection (1) of this section.

(8) By January 1, 2019, and each January 1st thereafter through January 1, 2028, the department must submit a progress report to the legislature. The report required by this subsection must provide information about the progress of the department's efforts to partner with all cities that impose a general business license requirement and include:

- (a) A list of cities that have partnered with the department as required in subsection (1) of this section;
- (b) A list of cities that have not partnered with the department;
- (c) A list of cities that are scheduled to partner with the department during the upcoming calendar year;
- (d) A list of cities that have declined to partner with the department as provided in subsection (7) of this section;
- (e) An explanation of lessons learned and any process efficiencies incorporated by the department;
- (f) Any recommendations to further simplify the issuance and renewal of general business licenses by the department; and
- (g) Any other information the department considers relevant.

## Attachment 2

### Confidential Information Security Requirements

#### 1. Definitions

In addition to the definitions set out in Section 1 of this Contract K1992 for Business Licensing Services, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of 10 characters long.
  - ii. Passwords for internal authentication must be a minimum of 8 characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFT, web services, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## 2. Confidential Information Transmitting

- a. When transmitting DOR's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting DOR's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## 3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
  - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
  - ii. Data stored on Portable/Removable Media or Devices:
    - Confidential Information provided by DOR on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    - DOR's data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within a Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
      1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
      2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
      3. Keeping devices in locked storage when not in use;
      4. Using check-in/check-out procedures when devices are shared;

5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

DOR Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-DOR data. This is to ensure that when no longer needed by the Contractor, all DOR Confidential Information can be identified for return or destruction. It also aids in determining whether DOR Confidential Information has or may have been compromised in the event of a security Breach.

- a. The DOR Confidential Information must be kept in one of the following ways:
  - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only DOR Data; or
  - ii. in a logical container on electronic media, such as a partition or folder dedicated to DOR's Data; or
  - iii. in a database that will contain only DOR Data; or
  - iv. within a database and will be distinguishable from non-DOR Data by the value of a specific field or fields within database records; or
  - v. when stored as physical paper documents, physically segregated from non-DOR Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DOR Confidential Information from non-DOR data, then both the DOR Confidential Information and the non-DOR data with which it is commingled must be protected as described in this Attachment.

#### **5. Confidential Information Shared with Subcontractors**

If DOR Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

#### **6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to DOR or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For DOR's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

[Remainder of Page Intentionally Left Blank]

# BUSINESS LICENSE SERVICES FEE STRUCTURES



City Council Workshop  
October 27, 2021

# AGENDA

- 1. Current Business License Fee Structure - \$50,000 Budgeted 2021**
- 2. Permissible Fee Structures**



# CURRENT BUSINESS LICENSE FEE STRUCTURE

**Class 1: \$100 for taverns, fraternal organizations serving food or liquor, restaurant businesses serving liquor, grocery stores/supermarkets containing over 3,000 square feet of sales area and manufacturing and other business employing 50 or more full and/or part time employees.**

**Class 2: \$50 for financial institutions including savings and loan businesses, credit unions, banks, professional businesses including law businesses, accounting businesses, dentists, doctors, optometrists, veterinarians, engineers, surveyors, architects, real estate brokers, insurance brokers, building and landscape designers, chiropractors, automobile dealerships and auto part dealers.**



## CURRENT BUSINESS LICENSE FEE STRUCTURE

**Class 3: \$25 for businesses located outside the corporate limits of the City engaged in sales or sales of services within the corporate limits of the City, or making retail sales or sales and deliveries within the corporate limits of the City, contractors and subcontractors providing building services, or materials or equipment within the corporate limits of the City. All other businesses not classified as either Class 1 or Class 2.**

**Businesses moving into the City or starting after June 30th will pay 1/2 the specified fee above for the balance of the year.**

**Non-profits and governmental agencies are exempt.**

**Home occupations require a license.**



## CURRENT BUSINESS LICENSE FEE STRUCTURE

### Endorsements:

**\$25.** Entertainment Establishment Endorsement Type 1 (establishment that provides entertainment but does not provide entertainment in connection with the business of directly or indirectly selling liquor for consumption on or within the premises).

**\$221.** Entertainment Establishment Endorsement Type 2 (establishment that provides entertainment in connection with the business of directly or indirectly selling liquor for consumption on or within the premises).



## CURRENT BUSINESS LICENSE FEE STRUCTURE

### Endorsements:

**\$1,010. Adult Entertainment Endorsement**

**\$30. Pawnbroker Endorsement**

**\$50. Taxicab and for Hire Vehicle Endorsement (1-2 drivers). \$25 each additional driver.**

**\$600. Transportation Network Company Endorsement**

**\$300. Mobile Food Vendor Endorsement**

**\$50. Horse Drawn Carriages, Carts, or Conveyances Endorsement (1-2). Plus \$25 for additional horse.**



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Available License Types:

- General Business
- Home Occupation
- Non-Resident
- Non-profit



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Available Fee Structures:

- Flat fee per license type
- Determined by gross income
- Determined by employee count - flat
- Determined by employee count - range
- Combination by gross income and employee count
- Other combination

**Endorsements: We can do endorsements outside of the BLS system.**



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Flat Fee Per License Type Example:

- General Business = \$50
- Home Occupation = \$25
- Non-Resident = \$25
- Non-profit = \$0



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Determined by Gross Income Example:

- \$0 - \$2,000 = \$0
- \$2,001 - \$50,000 = \$25
- \$50,001 - \$100,000 = \$50
- \$100,001 and greater = \$100



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Determined by Employee Count – Range Example:

- 0 – 24 employees = \$25
- 25 – 49 employees = \$50
- 50 or more employees = \$100



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Determined by Employee Count – Graduated Example:

- Minimum \$25
- 0 – 10 employees = \$4 per employee
- Next 11 – 20 employees = \$6 per employee
- 21 and over = \$8 per employee
- Calculations capped at 30 employees



# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Determined by Employee Count and Gross Income Example:

- \$0 - \$2,000 = \$0
- Above \$2,000 = \$25 plus \$5 per employee



# STRUCTURE DESIGN

Any structure can be designed to be revenue neutral or 2021 revenue plus inflation.

About \$50,000 is generated annually from this revenue source.

Business license fee structures for cities throughout Washington can be found at:

<https://dor.wa.gov/manage-business/city-license-endorsements>



# STATISTICS\*

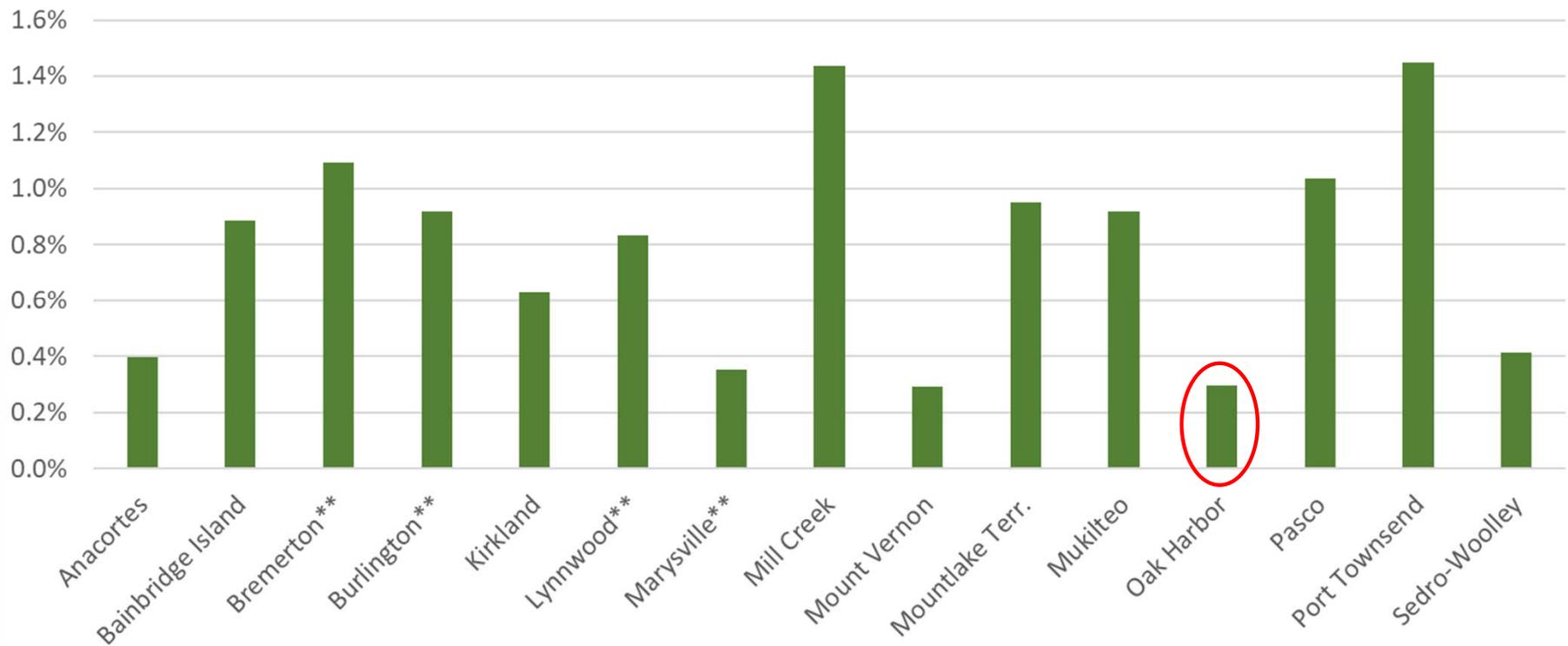
\* Source: SAO Financial Intelligence Tool, year 2020, all General Fund Revenues

\*\* 2019 amount used due to unavailability of 2020.

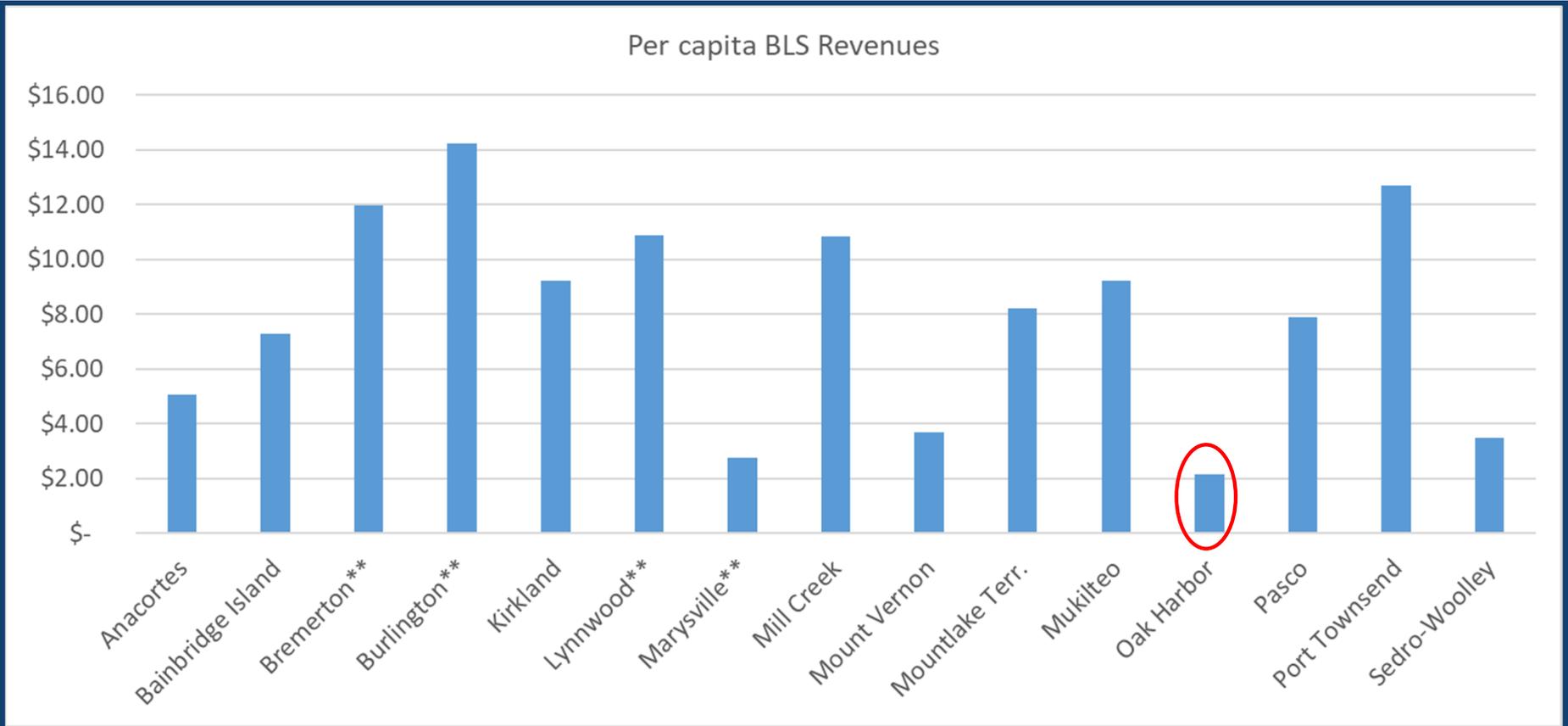
City	Population	BLS Revenues	General Fund	BLS Revenues as a Pct. of General Fund	Per capita BLS Revenues
Anacortes	17,830	\$ 90,490	\$ 22,841,736	0.4%	\$ 5.08
Bainbridge Island	25,070	\$ 182,615	\$ 20,564,372	0.9%	\$ 7.28
Bremerton**	40,631	\$ 486,613	\$ 44,508,842	1.1%	\$ 11.98
Burlington**	9,270	\$ 131,891	\$ 14,334,826	0.9%	\$ 14.23
Kirkland	90,660	\$ 836,604	\$ 132,284,987	0.6%	\$ 9.23
Lynnwood**	40,690	\$ 442,681	\$ 52,997,827	0.8%	\$ 10.88
Marysville**	69,180	\$ 190,580	\$ 54,165,801	0.4%	\$ 2.75
Mill Creek	20,590	\$ 223,117	\$ 15,522,421	1.4%	\$ 10.84
Mount Vernon	36,050	\$ 132,692	\$ 45,630,344	0.3%	\$ 3.68
Mountlake Terr.	21,660	\$ 177,507	\$ 18,680,195	1.0%	\$ 8.20
Mukilteo	21,360	\$ 197,334	\$ 21,456,326	0.9%	\$ 9.24
<b>Oak Harbor</b>	<b>22,910</b>	<b>\$ 49,319</b>	<b>\$ 16,570,801</b>	<b>0.3%</b>	<b>\$ 2.15</b>
Pasco	77,100	\$ 607,570	\$ 58,663,415	1.0%	\$ 7.88
Port Townsend	9,665	\$ 122,632	\$ 8,457,363	1.5%	\$ 12.69
Sedro-Woolley	11,890	\$ 41,268	\$ 9,949,129	0.4%	\$ 3.47
<b>Average</b>				<b>0.8%</b>	<b>\$ 7.97</b>

# STATISTICS\*

BLS Revenues as a Pct. of General Fund



# STATISTICS\*





# PERMITTED BUSINESS LICENSE FEE STRUCTURES

## Calculator

**THANK YOU!**



City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: c. AMERICAN RESCUE PLAN  
ACT - COUNCIL  
SUBCOMMITTEE UPDATE

FROM: David Goldman, Finance Director Finance

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**SUMMARY STATEMENT**

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. This bill provided \$1.9 trillion in funding for a variety of areas. Of that amount, \$6,578,122 will be allocated to Oak Harbor in two tranches (2021 and 2022). Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

On July 13, 2021, the City Council created an America Rescue Plan Act (ARPA) subcommittee to review funding ideas. The subcommittee has had four meetings to date to evaluate various projects/initiatives based on the factors contained on the Ideas Prioritization Chart. At the last meeting, the members of the subcommittee present expressed the desire to focus on items that addressed immediate needs and came to a consensus on the following items:

- Allocating \$100,000 for citywide personal protective equipment purchases for staff, City Council, and community visitors at City facilities.
- A one-time extra holiday for Thursday December 23, 2021.
- Limited-term Economic Development Position (term through December 2024). 3-year cost is estimated at \$277,780
- \$5,000 to repairing window seals throughout City Hall to improve emergency efficiency.
- \$28,500 for office space upgrades to mitigate airborne illnesses in the Finance Department.
- \$131,800 to fund Fire Department bunker gear, extrication tools, fire helmets, HVAC replacement, and to replace 20 year old AED units.
- \$351,732 to fund a Fire Lieutenant needed as a result of acute COVID-19 related staff shortage. Will also be needed for the future westside fire station. Costs ARPA funded through the end of 2024.
- \$30,000 to fund a policy and procedure management system to ensure that City policies are organized, easily found and will streamline our policy lifecycle to help keep them up to date in light of changing laws, rules, and regulations.
- \$5,000 for cybersecurity software. In light of the hacks and on-line intrusions that have occurred with government and private sector agencies over the last few years, additional cybersecurity is warranted.
- \$7,200 for IPADs for Boards/Commissions/City Council that are scheduled for replace over the next 3 years.
- \$30,000 for replacement servers at City Hall and the Police Department.
- \$49,025 to offset the cost for the Marina portion of the security camera project.
- \$85,948 for Flintstone Park asphalt renovation, Hal Ramaley Memorial Park garden shed &

green waste storage, Smith Park native plant reintroduction, and Windjammer Park – shoreline renovation.

- \$88,000 for Police Department pistol optics system (equipment and training), use of force training system, and HRET vests.
- \$450,000 for generators at City Hall, Fire Department, Police Department, and Public Works.
- \$4,000 for Senior Services air duct cleaning/air filter system and new program class training and certification.
- \$2,000 for Development Services conference room monitor for remote group conferences.
- \$2,100 for Downtown directional signs.
- \$18,000 for electronic signature software (3-year cost).
- \$40,000 estimated amount for various technological improvements to enhance employee productivity and remote/field capabilities.

The total for these items is \$1,706,085 spread out through December 31, 2024. To date, \$552,755 has been allocated through December 31, 2024. Together, these items leave \$4,319,282 of funds to be allocated in the future.

The subcommittee indicated that they needed additional information to be provided in order to make a recommendation on the following:

- \$2,500 for A-frame sign holders (see attachment for more information)
- \$40,000 for the replacement of the electronic sign at Beeksma/Gateway Park (see attachment for more information)
- \$70,000 for a remote ground deployable vehicle.
- \$150,000 for assistance to customers to replace sewer laterals.

In addition, the following items developed after the last subcommittee meeting:

- \$61,824 to fund a limited-term (term for 1 year) Utility Billing Cashier. Per prior communication to the City Council, there are about 180 customers that have accounts that are past due by 90 days or more amounting to almost \$200,000. As we approach the holidays, we will be working with our customers on developing payment plans and coordinating with outside assistance to help bring in this revenue and help them avoid utility shutoffs. This effort will be on-going and labor intensive. In addition, we are in the process of transitioning our approximate 1,750 business license customers over to the State system. We anticipate that the outreach and assistance required for this transition will be labor intensive. Based on feedback from our utility billing staff and evaluation of need from Finance and City Administration, there is an urgent need to recruit a 1-year term-limited cashier to help these processes go smoothly.
- At the October 5, 2021 City Council meeting, an additional \$60,000 was approved for the Semrau Engineering contract. One or more members of City Council suggested that ARPA funding might be appropriate to fund these costs.

## **ATTACHMENTS**

1. [More Information on Outreach Items](#)
2. [More Information on Outreach Items - 2](#)
3. [Ideas Prioritization Chart - Subcommittee Consensus Items](#)
4. [Ideas Prioritization Chart](#)
5. [Ideas Prioritization Chart - Potential Operational Cost Savings](#)
6. [Ideas Prioritization Chart - Previously Approved](#)

## **1. \$2,500 for A Frame Sign Holders (reduced from \$15,000)**

### Reason for Request

Since the start of the pandemic there are needs for more signage or increased signage at certain areas around the City. Putting up flyers around areas leads to increased steps for staff to put up and take down information. It also limits the message because others can remove signage from the areas posted. It also creates additional litter in public spaces due to inclement weather.

Public Works has the ability to print on Corex signs. Selecting an A frame holder that uses these Corex signs and provides short term notifications to the public in locations near the area the City wants to provide more details or information about specific topics is helpful to increasing community awareness of new or changing information. Staff also has the ability to create QR codes for certain topics that enhance the communities ability to see signage and use their mobile device to quickly connect to more information on the City's website.

Some examples of this are:

Multiple additional notifications or signage needed for changes to services/programs. For example splash park closures due to weather or repairs, parking lot closures, masking guidance, vaccination services, road closures, opportunities to comment on something, etc. Posting about events or programs. For example open houses, hours of service, vaccine events, masking requirements, closures due to COVID, etc.

### Type of Product Selected

This product is light weight for transport but can be weighted to address weather conditions with water or sand. Other current A-frame signs are heavy and require PW staff to transport. These signs are light weight making it easy for any staff person to place and can be stored at multiple facilities around the City. The signs are also 2-sided to allow for multiple messaging capability.

A sample of the A-frames that are 24" x 18" are available on this link:

<https://www.sidewalksigns2go.com/P-6924/Sidewalk-Sign-Features-Double-Sided-Graphic-Display-Area-Sintra-Boards?st=Category&sid=29271> (this is not the exact product but a sample of the product that staff is requesting)

### Cost and Quantities Correction

The A-frames are about \$100 each depending on quantities ordered. The amount should be \$1,000 to \$1,500 dollars and not \$15,000. If correcting the price, we should consider \$2,500 for ordering A frames to cover up to 20 A-frames plus tax. Plus, an additional cost for ink and Corex material as suggested by Sandra.

## **2. \$40,000 for an Electronic Sign at Beekma Gateway Park**

### Reason for Request

The electronic sign at Beekma/Gateway Park was included and removed from a previous budget process due to cost saving efforts and decreased use. The recent COVID pandemic and hiring of a communications staffer led to an increase in the use of the sign for both community marketing/tourism messages and pandemic updates. The sign is now a tool for providing more messaging to the community in a different format than City website and social media. City staff

created a form on the City website for Electronic Sign Application to make it easier for community members to request signs be added to the mix.

#### Previous Uses

Tourism messaging

#### Current Uses

Housing

Job Opportunities

Tourism

COVID updates

Vaccine Resources

Grant Programs

Utility Assistance

Splash Park hours or closures during COVID

Masking Guidance

Guidance for tourism

#### Type of Product Selected

Replacement of existing sign. Staff is seeking a similar style and size to the one currently in place.

#### Cost Estimate

The potential cost for a new sign is \$40,000. Staff will need to go out to bid to receive formal bids but is requesting use of the ARPA money to fund replacing the current sign.

## **Robots – Remote Ground Deployable Vehicle**

### **Effective Tool:**

- Allows command staff and supervisors to plan/execute safer field operations
  - Keeps public and first responders safer
  - View videos at this site if time allows as they have a nice demonstration video:

<https://icortechology.com/robots/mini-caliber>

### **Customized for Need:**

- Different sizes, cameras and overall configuration to meet needs

### **Robot Options:**

- Search and rescue camera systems
  - Wide variety with tilt systems to remotely search for victims
  - Infra-Red LED cameras and thermal imaging available to look through smoke
  - Zoom cameras with low light vision
  - Multiple cameras can be installed to see from every vantage point
- Audio systems to hear and talk (communicate) with victims and suspects

### **Robot Applications:**

- HAZMAT
  - Survey hostile/hazardous situations staying out of harm's way
  - Use for situations that are too difficult, dangerous, hazardous, lethal, toxic or just too hostile for humans to enter.
  - Robots can interface directly with HAZMAT sensors and display information directly on your monitor screen.
  - In addition to your typical HAZMAT situations like a chemical spill, robots can be used in the more common COVID-19 scenario that first responders are

coming across more and more often. Robots could be used in many COVID applications including: Welfare checks, death investigations, medical calls, etc.

- Collapsed Structure Search
  - Robots can be used to inspect collapsed or unstable structures utilizing their HAZMAT sensors, thermal imaging and FLIR cameras.
- Structural Inspection
  - Great tool to inspect structural integrity before rushing in and risking a collapse
- Disaster Recovery
  - Search for victims in collapsed structures, crawl spaces, under and over rubble, etc.
- Rescue People – Ability to help rescue people in large variety of emergencies
- Surveillance
  - Fast Situational Awareness – persistent observation of all danger areas
  - Remote Room Clearance – Law enforcement can check rooms quickly for layout, victims and suspects
  - Covert Surveillance – Covert and safe entry into danger areas
  - Search for Hostage and Barricaded Subjects
  - Climb stairs and obstacles
  - Entry into Difficult Areas - 4WD and can navigate quickly
- Explosive Ordnance Disposal (EOD)
  - Hazardous explosive devices can be rendered safe

### **Robot Benefits:**

- Increase successful outcomes in rescue operations
- Save lives
- Potential lower risk in police use of force situations
- Less civil liability
- Keep citizens and first responders safer!

## **Scenario:**

### *Suicidal Subject Armed with Pistol:*

First responders respond to a suicidal subject with a gun call. Law enforcement officers arrive and surround the home. They attempt to call in and there is no answer. A family member called in the initial call to the dispatch center for the suicidal subject after the suicidal subject told the family member they were going to kill themselves. The family member does not believe anyone else is in the home.

Law enforcement officers continue to try and call the subject. Officers are also making sure neighbors are safe and the scene is contained. Medical and fire are staged away from location waiting for law enforcement to ensure area is safe. Law enforcement eventually makes phone contact, but the subject says he doesn't need any help and if they try to come in his home, he will shoot them. The subject states no one else is in home with him and hangs up.

A short time later, officers hear a single gunshot from residence and do not hear or see any movement. Officers make a plan to send in the robot. They move to a back door where they open it and send in the robot. The robot finds the man lying on the ground, unresponsive with blood coming from his head. There is a pistol lying on the floor next to him. Officers use the robot's two-way communication speaker/microphone to attempt to get a response but there is none. The cameras show the layout of the home so officers know it prior to entry. Cameras also show there are no additional persons seen in the home. The robot can maintain visual surveillance, with command and robot operator monitoring, for officer safety and continuing intelligence. A team of three officers is assembled to make entry and they do so with the robot continuing to monitor for their safety.

The officers confirm the scene is safe and the man is unresponsive. Medical and fire can be brought in to assess further if life saving measures are possible.

**Pictures:**



Initiative / Project by Department / Area	Sum of Funding Need
<b>Support</b>	<b>1,706,085</b>
<b>Administration</b>	<b>377,780</b>
PPE for staff, City Council, and community visitors at City facilities	100,000
One-time extra holiday December 23, 2021	-
Limited Term Economic Development Position (Cost through end of 2024)	277,780
<b>Finance</b>	<b>33,500</b>
City Hall Building window seals	5,000
Finance Dept. Office Space airborne illness mitigation	28,500
<b>Fire</b>	<b>458,532</b>
Bunker Gear	22,000
Extrication Tools	70,000
Fire Helmets	8,000
AEDs (4 replacements of 20 year old units)	6,800
1 Fire Lieutenant (due to acute COVID Related staff shortage, offset future need) Cost through end of 2024	351,732
<b>Human Resources</b>	<b>30,000</b>
Policy & Procedure Management System	30,000
<b>IT</b>	<b>42,200</b>
Cybersecurity Software	5,000
IPADs for Boards/Commissions scheduled for replacement in 2023	1,200
IPADs for City Councilmembers scheduled for replacement in 2021	6,000
Replacement servers two for City facilities except PD and one for PD	30,000
<b>Marina</b>	<b>49,025</b>
Security Cameras	49,025
<b>Parks</b>	<b>85,948</b>
Flintstone Park - Asphalt Renovation	15,000
Hal Ramaley Memorial Park - Garden Shed & Green Waste Storage	15,000
Smith Park - Native Plant Reintroduction	10,948
Windjammer Park - Shoreline Renovation	45,000
<b>Police</b>	<b>80,000</b>
Use of Force training system	50,000
Pistol Optics System (equipment and training)	30,000
<b>Priority Capital</b>	<b>33,000</b>
Fire HVAC replacement	25,000
Police HRET Vests	8,000
<b>PW - Equipment Rental/Fire</b>	<b>100,000</b>
Fire Department Generator-essential workers	100,000
<b>PW - Equipment Rental/Gen. Govt.</b>	<b>100,000</b>
New Generator for City Hall	100,000
<b>PW - Equipment Rental/Police</b>	<b>100,000</b>
Police Department Generator-essential workers	100,000
<b>PW - Equipment Rental/PW</b>	<b>150,000</b>
Public Works Generator-essential workers and fuel island	150,000
<b>Senior Services</b>	<b>4,000</b>
Air Duct Cleaning/Air Filter System	3,000
New Program Class Training/Certification	1,000
<b>Development Services</b>	<b>4,100</b>
Monitor for downstairs conference room for smart conferences	2,000
Downtown Directional signs (proposed by Main Street Assoc.)	2,100
<b>Legal</b>	<b>18,000</b>
Electronic signature software (3 years)	18,000
<b>Public Works</b>	<b>40,000</b>
Technology for Employees (~\$200 per employee)	40,000
<b>Post-meeting</b>	<b>121,824</b>
<b>Finance</b>	<b>61,824</b>
Term-limited Utility Billing Cashier (1-year term)	61,824
<b>PW - Engineering</b>	<b>60,000</b>
Engineering Consultant - Semrau Engineering	60,000
<b>More Details</b>	<b>262,500</b>
<b>Police</b>	<b>70,000</b>
Remote ground deployable vehicle	70,000
<b>PW - Sewer</b>	<b>150,000</b>
Help for customers with INI issue to replace their laterals	150,000
<b>Outreach</b>	<b>42,500</b>
A frame sign holders	2,500
Replacement of the Electronic Sign at Beekma/Gateway Park	40,000
<b>Grand Total</b>	<b>2,090,409</b>

IDEAS PRIORITIZATION CHART (Dollar amounts are estimates)

Initiative/Project	Department or Area	Funding Need	Total Cost	Eligible Use Type (preliminary)	Dept. Priority	Category Count	Offset future expenditure (capital or operating)	Operating Cost Savings	health/safety	economic recovery	restarting/resuming	Phase 1 - Effective management	Phase 1 - Immediate response	Phase 2 - Resilience and investment	Phase 2 - Innovation and optimization	Approved
Police HRET Vests	Priority Capital	\$ 8,000	\$ 30,000	2. Public Health Response to COVID 19	High	3	X		X					X		
HRIS Management System (HR Benefits)	Priority Capital	\$ 11,500	Same	2. Public Health Response to COVID 19	High	3	X					X			X	
Legal Pro Law software	Priority Capital	\$ 10,000	\$ 100,000	2. Public Health Response to COVID 19	High	3	X					X			X	
Fire HVAC replacement	Priority Capital	\$ 25,000	\$ 50,000	2. Public Health Response to COVID 19	High	2	X							X		
Park Security Cameras (\$51,755 Previously funded by ARPA)	Priority Capital	\$ 75,000	\$ 126,755	2. Public Health Response to COVID 19	High	3	X		X					X		
Shoreline restoration: Midway to Regatta	Priority Capital	\$ 500,000	\$ 2,000,000	2. Public Health Response to COVID 19	High	1	X									
Arterials/ NE 7th Ave Improvement	Priority Capital	\$ 67,235	\$ 4,200,000	2. Public Health Response to COVID 19	High	1	X									
ERR Shop Floor Restoration	Priority Capital	\$ 60,000	Same	2. Public Health Response to COVID 19	High	2	X							X		
Shop/Facility mini excavator	Priority Capital	\$ 70,000	Same	1. Revenue Loss Calculation	High	2	X							X		
Crescent Harbor/Regatta Water main lowering	Priority Capital	\$ 230,330	Same	5. Investments in Infrastructure	High	2	X							X		
Deception Pass bridge transmission painting	Priority Capital	\$ 432,468	\$ 500,000	5. Investments in Infrastructure	High	1	X									
Lagoon Bio-Solids removal	Priority Capital	\$ 450,000	Same	5. Investments in Infrastructure	High	2	X		X							
Solid Waste - Vehicle/Equipment replacement	Priority Capital	\$ 950,000	Same	1. Revenue Loss Calculation	High	2	X							X		
Storm Drain - East Outfall Repair	Priority Capital	\$ 361,722	Same	5. Investments in Infrastructure	High	3	X		X					X		
Fund OHCC - Part time economic recovery support position	Administration	\$ 25,000	Same	3b. Responding to Negative Economic Impacts	High	2				X	X					
Fund OHCC - Economic taskforce and community focus group	Administration	\$ 10,000	Same	3b. Responding to Negative Economic Impacts	High	2				X	X					
Study Broadband Access	Administration	\$ 50,000	Same	5. Investments in Infrastructure	High	1									X	
Executive Asst to the Mayor Position (Cost 9/16/21 through end of 2024)	Administration	\$ 222,820	Same	3C. Responding to Negative Economic Impact	High	1						X				
Assistance for Event Fees for recovery	Administration	\$ 10,000	Same	3b. Responding to Negative Economic Impacts	High	2			X	X						
Term-limited, part-time Program Outreach Navigators (cost through end of 2024)	Administration	\$ 150,000	Same	3C. Responding to Negative Economic Impact	High	3				X	X	X				
One-time extra holiday December 23, 2021	Administration	\$ -	Same	1. Revenue Loss Calculation	High	2		X						X		
Limited Term Economic Development Position (Cost through end of 2024)	Administration	\$ 277,780	Same	3C. Responding to Negative Economic Impact	High	2			X	X						
Term-limited Finance/Grants Manager (Cost through end of 2024)	Finance	\$ 336,000	Same	1. Revenue Loss Calculation	High	3					X	X	X			X
Utility Bill Assistance - Opportunity Zone/Census Tract (12 months @17% reduction)	Finance	\$ 362,044	Same	3A. Responding to Negative Economic Impact	High	1			X							
Utility Bill Assistance - Current Low Income Program	Finance	\$ 9,488	Same	3A. Responding to Negative Economic Impact	High	1			X							
Finance Dept. Office Space airborne illness mitigation	Finance	\$ 28,500	Same	2. Public Health Response to COVID 19	High	3			X				X	X		
Online utility payment system (Paymentus)	Finance	\$ 100,000	Same	2. Public Health Response to COVID 19	High	3		X	X						X	
ERP - Citywide Process Improvement software	Finance	\$ 500,000	Same	2. Public Health Response to COVID 19	High	4	X	X						X	X	
Utility Billing payment kiosk	Finance	\$ 35,000	Same	2. Public Health Response to COVID 19	Medium	2		X						X		
Term-limited Utility Billing Cashier (1-year term)	Finance	\$ 61,824	Same	2. Public Health Response to COVID 19	High	3			X	X			X			
City Hall Building window seals	Finance	\$ 5,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Remote ground deployable vehicle	Police	\$ 70,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Use of Force training system	Police	\$ 50,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Pistol Optics System (equipment and training)	Police	\$ 30,000	Same	2. Public Health Response to COVID 19	Medium	3	X		X					X		
Limited use remote aerial deployable vehicle (drone)	Police	\$ 30,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Bunker Gear	Fire	\$ 22,000	Same	2. Public Health Response to COVID 19	High	3	X		X					X		
Fire Helmets	Fire	\$ 8,000	Same	2. Public Health Response to COVID 19	High	3	X		X					X		
Personal Protective Equipment	Fire	\$ 5,000	Same	2. Public Health Response to COVID 19	High	4	X		X				X	X		
Extrication Tools	Fire	\$ 70,000	\$ 80,000	2. Public Health Response to COVID 19	High	3	X		X					X		
Sanitary Drinking Fountain	Fire	\$ 3,000	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
Rescue Randy Training Mannequin	Fire	\$ 5,100	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
Fire Fighting Nozzles	Fire	\$ 9,500	Same	2. Public Health Response to COVID 19	Medium	3	X		X					X		
360 Panoramic Camera and Tripod	Fire	\$ 1,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Drone	Fire	\$ 2,500	Same	2. Public Health Response to COVID 19	Low	2			X					X		
AEDs (4 replacements of 20 year old units)	Fire	\$ 6,800	Same	2. Public Health Response to COVID 19	High	2	X		X							
1 Fire Lieutenant (due to acute COVID Related staff shortage, offset future need) Cost through end of 2024	Fire	\$ 351,732	Same	2. Public Health Response to COVID 19	High	2			X					X		
Fire Marshal Truck	Fire	\$ 75,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Program Assistant Funding (Cost through end of 2024)	Senior Services	\$ 165,000	Same	3C. Responding to Negative Economic Impact	High	3	X				X		X			X
New Program Class Training/Certification	Senior Services	\$ 1,000	Same	2. Public Health Response to COVID 19	High	1								X		
Membership Fee Payment for low income/negative impact	Senior Services	\$ 1,500	Same	3A. Responding to Negative Economic Impact	High	1			X							
Reimburse time spent for covid vaccine booking assistance	Senior Services	\$ 2,465	Same	2. Public Health Response to COVID 19	High	2	X		X							
Surface Pro x2 for virtual classes and remote work	Senior Services	\$ 4,000	Same	2. Public Health Response to COVID 19	High	2			X		X					
Senior Services Building Roof (amount over budgeted)	Senior Services	\$ 117,065	\$ 227,451	2. Public Health Response to COVID 19	High	3	X		X					X		
Air Duct Cleaning/Air Filter System	Senior Services	\$ 3,000	Same	2. Public Health Response to COVID 19	High	3	X		X					X		
Cost of purchased credit card terminal	Senior Services	\$ 538	Same	2. Public Health Response to COVID 19	High	2	X		X						X	
Bottle filling/drinking fountain station	Senior Services	\$ 3,000	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
keycard/Code door access	Senior Services	\$ 2,000	Same	2. Public Health Response to COVID 19	Medium	3			X					X	X	
Cost of Front desk computers purchases for CivicRec	Senior Services	\$ 2,998	Same	2. Public Health Response to COVID 19	Medium	3	X							X	X	

Initiative/Project	Department or Area	Funding Need	Total Cost	Eligible Use Type (preliminary)	Dept. Priority	Category Count	Offset future expenditure (capital or operating)	Operating Cost Savings	health/safety	economic recovery	restarting/resuming	Phase 1 - Effective management	Phase 1 - Immediate response	Phase 2 - Resilience and investment	Phase 2 - Innovation and optimization	Approved
Restroom Upgrade: Automatic flushing toilets, automatic doors, stalls with safety handles/bars	Senior Services	\$ 35,000	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
Senior Services Generator to be an emergency center/cooling/warming center	Senior Services	\$ 60,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Employee salaries and benefits, COLA, health insurance, etc.	Human Resources	\$ 500,000	Same	1. Revenue Loss Calculation	High	2	X							X		
Electronic time keeping and leave mgmt. system	Human Resources	\$ 50,000	Same	2. Public Health Response to COVID 19	High	3		X						X	X	
Temporary Staffing, essential services, employee differentials	Human Resources	\$ 200,000	Same	2. Public Health Response to COVID 19	High	2							X	X		
Technology for Employees (~\$200 per employee)	Public Works	\$ 40,000	Same	2. Public Health Response to COVID 19	Medium	2	X								X	
Policy & Procedure Management System	Human Resources	\$ 30,000	Same	2. Public Health Response to COVID 19	Medium	2								X	X	
Wellness Campaign/Challenges support local businesses	Human Resources	\$ 20,000	Same	3b. Responding to Negative Economic Impacts	Low	1			X							
Scanners and Copiers	Human Resources	\$ 20,000	Same	2. Public Health Response to COVID 19	Low	1									X	
Monitor for downstairs conference room for smart conferences	Development Services	\$ 2,000	Same	2. Public Health Response to COVID 19	High	2								X	X	
Downtown Directional signs (proposed by Main Street Assoc.)	Development Services	\$ 2,100	Same	3b. Responding to Negative Economic Impacts	High	2			X					X		
Serendipity Lane (proposed by Main Street Assoc.)	Development Services	\$ 75,000	Same	1. Revenue Loss Calculation	High	1			X							
Windjammer Park - Effluent Water Conversion	Parks	\$ 399,000	Same	2. Public Health Response to COVID 19	High	4	X	X	X					X		
Windjammer Park - Irrigation Renovation & Installation	Parks	\$ 160,000	\$ 200,000	2. Public Health Response to COVID 19	High	4	X	X	X					X		
Windjammer Park - Shoreline Renovation	Parks	\$ 45,000	Same	2. Public Health Response to COVID 19	High	3	X		X					X		
Smith Park - Native Plant Reintroduction	Parks	\$ 10,948	Same	2. Public Health Response to COVID 19	High	2			X					X		
Hal Ramaley Memorial Park - Garden Shed & Green Waste Storage	Parks	\$ 15,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Flintstone Park - Asphalt Renovation	Parks	\$ 15,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Smith Park - Painting - Fence and Gazebo	Parks	\$ 15,100	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
Volunteer Park/Skate Park - Sectional Fence Replacement	Parks	\$ 25,000	Same	2. Public Health Response to COVID 19	Medium	2			X					X		
Beekma Park - Conversion to Effluent Irrigation	Parks	\$ 40,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Beekma Park - Irrigation Renovation	Parks	\$ 12,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Beekma Park - Landscape Renovation	Parks	\$ 6,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Flintstone Park - Conversion to Effluent Irrigation	Parks	\$ 44,200	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Flintstone Park - Irrigation Renovation	Parks	\$ 20,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Flintstone Park - Landscape Renovation	Parks	\$ 12,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Hal Ramaley Memorial Park - Solar Lighting System	Parks	\$ 15,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Hal Ramaley Memorial Park - Conversion to Effluent Irrigation	Parks	\$ 25,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Hal Ramaley Memorial Park - Irrigation Renovation	Parks	\$ 12,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
Smith Park - Garry Oak Tree Protection	Parks	\$ 81,838	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Volunteer Park/Skate Park - Solar Security Lights	Parks	\$ 30,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Harbor Heights Phase 1	Parks	\$ 1,250,000	\$ 3,085,712	2. Public Health Response to COVID 19	Medium	2			X					X		
Credit card terminals	Marina	\$ 998	Same	2. Public Health Response to COVID 19	Low	2	X		X					X		
2 drones to check the docks	Marina	\$ 10,000	Same	2. Public Health Response to COVID 19	Medium	3			X					X	X	
New Marina software	Marina	\$ 20,000	\$ 25,000	2. Public Health Response to COVID 19	Medium	4	X	X						X	X	
New heating and cooling for the shop/breakroom	Marina	\$ 15,000	Same	2. Public Health Response to COVID 19	Low	3		X	X					X		
New air filtration system for the shop/breakroom	Marina	\$ 5,000	Same	2. Public Health Response to COVID 19	Low	2			X					X		
Dredging Feasibility Study	Marina	\$ 200,000	Same	1. Revenue Loss Calculation	High	1	X									
Replace rub boards and whalers along main walkway	Marina	\$ 172,000	Same	1. Revenue Loss Calculation	High	2	X							X		
Security Cameras	Marina	\$ 49,025	Same	1. Revenue Loss Calculation	High	2	X							X		
Secure Wifi at the fuel dock for the credit card machines	Marina	\$ 15,000	Same	1. Revenue Loss Calculation	Medium	3	X							X	X	
Secure Wifi for the office for the credit card machines	Marina	\$ 10,000	Same	1. Revenue Loss Calculation	Medium	3	X							X	X	
Newsletter mailed four times a year for two years	Outreach	\$ 60,000	Same	2. Public Health Response to COVID 19	High	1										
Every other month bill inserts in Utility bills	Outreach	\$ 1,500	Same	2. Public Health Response to COVID 19	High	1				X						
Replacement of the Electronic Sign at Beekma/Gateway Park	Outreach	\$ 40,000	Same	2. Public Health Response to COVID 19	High	3		X		X				X		
A frame sign holders	Outreach	\$ 2,500	Same	2. Public Health Response to COVID 19	High	2				X				X		
PPE for staff, City Council, and community visitors at City facilities	Administration	\$ 100,000	Same	2. Public Health Response to COVID 19	High	5	X	X	X		X		X			
Replacement Surface Computers issued in 2020 scheduled for replacement in 2023	IT	\$ 70,000	Same	2. Public Health Response to COVID 19	High	2	X							X		
Web cams potentially requiring replacement	IT	\$ 8,500	Same	2. Public Health Response to COVID 19	High	2	X							X		
Headsets	IT	\$ 3,060	Same	2. Public Health Response to COVID 19	High	1								X		
Replacement servers two for City facilities except PD and one for PD	IT	\$ 30,000	Same	2. Public Health Response to COVID 19	High	4	X	X	X					X		
IPADs for Boards/Commissions scheduled for replacement in 2023	IT	\$ 1,200	Same	2. Public Health Response to COVID 19	High	2	X							X		
IPADs for City Councilmembers scheduled for replacement in 2021	IT	\$ 6,000	Same	2. Public Health Response to COVID 19	High	2	X							X		
Installation of Analog phone line at CWF for SCADA	IT	Awaiting Quote	Same	2. Public Health Response to COVID 19	High	2	X							X		
Waiting on new RingCentral contract. Adding phone lines to meet needs for additional staff.	IT	Awaiting Quote	Same	2. Public Health Response to COVID 19	High	2	X							X		
Channel 10 software package	IT	\$ 12,000	Same	2. Public Health Response to COVID 19	High	1								X		
City of Oak Harbor website	IT	RFP	Same	2. Public Health Response to COVID 19	High	2								X	X	
Electronic signature software (3 years)	Legal	\$ 18,000	Same	2. Public Health Response to COVID 19	High	5	X	X	X				X	X	X	
Cybersecurity Software	IT	\$ 5,000	Same	2. Public Health Response to COVID 19	High	1			X							

Initiative/Project	Department or Area	Funding Need	Total Cost	Eligible Use Type (preliminary)	Dept. Priority	Category Count	Offset future expenditure (capital or operating)	Operating Cost Savings	health/safety	economic recovery	restarting/resuming	Phase 1 - Effective management	Phase 1 - Immediate response	Phase 2 - Resilience and investment	Phase 2 - Innovation and optimization	Approved
Timecard Tracking Software	IT	Awaiting Quote	Same	2. Public Health Response to COVID 19	High	2		X							X	
Policy Software	IT	Awaiting Quote	Same	2. Public Health Response to COVID 19	Medium	1						X				
IT Tech staffing addition for our consultant	IT	\$ 100,000	Same	2. Public Health Response to COVID 19	Medium	2								X	X	
Project Management Software	IT	Awaiting Quote	Same	2. Public Health Response to COVID 19	Low	1									X	
Smore Software Package	IT	\$ 567	Same	2. Public Health Response to COVID 19	Low	1									X	
Zenicity Software Package	IT	\$ 72,000	Same	2. Public Health Response to COVID 19	Low	1									X	
Buffer Software Package	IT	\$ 4,470	Same	2. Public Health Response to COVID 19	Low	1									X	
Civic Rec Software Package	IT	\$ 12,000	Same	2. Public Health Response to COVID 19	Low	3			X		X			X		
Restroom at PW Annex	PW - Public Works	TBD	Same	2. Public Health Response to COVID 19	High	1			X							
Steel/AC Water Main Replacements	PW - Water	\$ 2,000,000	\$ 4,000,000	5. Investments in Infrastructure	High	2	X		X							
Help for customers with INI issue to replace their laterals	PW - Sewer	\$ 150,000	Same	5. Investments in Infrastructure	High	2		X	X							
Sewer Line Replacements	PW - Sewer	\$ 1,320,000	Same	5. Investments in Infrastructure	High	2	X		X							
Upgrade Storm Drain Lines-Whidbey Avenue	PW - Storm Drain	\$ 300,000	Same	5. Investments in Infrastructure	High	1	X									
New Generator for City Hall	PW - Equipment Rental/Gen. Govt.	\$ 100,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Fire Department Generator-essential workers	PW - Equipment Rental/Fire	\$ 100,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Police Department Generator-essential workers	PW - Equipment Rental/Police	\$ 100,000	Same	2. Public Health Response to COVID 19	High	2			X					X		
Command Unit-replacing detective truck	PW - Equipment Rental/Police	\$ 75,000	Same	2. Public Health Response to COVID 19	High	1								X		
PPE and Safety Needs	PW - Central Services	\$ 15,000	Same	2. Public Health Response to COVID 19	High	4	X		X		X		X			
Quint for essential work to be done	PW - Equipment Rental/Fire	\$ 1,200,000	Same	2. Public Health Response to COVID 19	Medium	1			X				X			
Slip Line Various Lines in SE part of town	PW - Sewer	\$ 325,000	Same	5. Investments in Infrastructure	Medium	2	X							X		
NE Regatta Drive Pipeline Replacement	PW - Water	\$ 250,000	Same	5. Investments in Infrastructure	Low	1	X									
East Side Reservoir Rehabilitation (was demo)	PW - Water	\$ 110,000	Same	5. Investments in Infrastructure	Low	2	X							X		
Erin Park Main Road Extension, Tie-In and Industrial Tie-in	PW - Water	\$ 815,000	\$ 815,000	5. Investments in Infrastructure	Low	1	X									
East Outfall Repair	PW - Storm Drain	\$ 361,722	Same	5. Investments in Infrastructure	Low	1	X									
Freund Marsh Feasibility Study/West Outfall Drain Pump	PW - Storm Drain	\$ 950,000	Same	5. Investments in Infrastructure	Low	1	X									
Well 10 to Detention Pond (SW 6th Flooding)	PW - Storm Drain	\$ 325,000	Same	5. Investments in Infrastructure	Low	1	X									
Engineering Consultant - Semrau Engineering	PW - Engineering	\$ 60,000	Same	1. Revenue Loss Calculation	High	2	X						X			
Public Works Generator-essential workers and fuel island	PW - Equipment Rental/PW	\$ 150,000	Same	2. Public Health Response to COVID 19	Low	1			X							

**Projects/Initiatives with Potential Operational Cost Savings**

Operating Cost Savings	X
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<b>Initiative / Project by Department / Area</b>	<b>Sum of Funding Need</b>
<b>Administration</b>	<b>100,000</b>
PPE for staff, City Council, and community visitors at City facilities	100,000
One-time extra holiday December 23, 2021	-
<b>Finance</b>	<b>640,000</b>
City Hall Building window seals	5,000
ERP - Citywide Process Improvement software	500,000
Online utility payment system (Paymentus)	100,000
Utility Billing payment kiosk	35,000
<b>Human Resources</b>	<b>50,000</b>
Electronic time keeping and leave mgmt. system	50,000
<b>IT</b>	<b>30,000</b>
Replacement servers two for City facilities except PD and one for PD	30,000
Timecard Tracking Software	-
<b>Marina</b>	<b>35,000</b>
New heating and cooling for the shop/breakroom	15,000
New Marina software	20,000
<b>Parks</b>	<b>712,200</b>
Beeksma Park - Conversion to Effluent Irrigation	40,000
Beeksma Park - Irrigation Renovation	12,000
Flintstone Park - Conversion to Effluent Irrigation	44,200
Flintstone Park - Irrigation Renovation	20,000
Hal Ramaley Memorial Park - Conversion to Effluent Irrigation	25,000
Hal Ramaley Memorial Park - Irrigation Renovation	12,000
Windjammer Park - Effluent Water Conversion	399,000
Windjammer Park - Irrigation Renovation & Installation	160,000
<b>PW - Sewer</b>	<b>150,000</b>
Help for customers with INI issue to replace their laterals	150,000
<b>Outreach</b>	<b>40,000</b>
Replacement of the Electronic Sign at Beeksma/Gateway Park	40,000
<b>Legal</b>	<b>18,000</b>
Electronic signature software (3 years)	18,000
<b>Grand Total</b>	<b>1,775,200</b>

IDEAS PRIORITIZATION CHART - APPROVED ITEMS

Initiative/Project	Department or Area	Funded	Subcommittee Date	Council Workshop/discussion Date	Budget Amendment Date	Eligible Use Type	Dept. Priority	Category Count	Offset future expenditure (capital or operating)	Operating Cost Savings	health/safety	economic recovery	restarting/resuming	Phase 1 - Effective management	Phase 1 - Immediate response	Phase 2 - Resilience and investment	Phase 2 - Innovation and optimization
Park Security Cameras	Priority Capital	\$ 51,755	N/A	7/13/2021	9/21/2021	2. Public Health Response to COVID 19	High	3	X		X					X	
Term-limited Finance/Grants Manager (Cost through end of 2024)	Finance	\$ 336,000	8/10/2021	8/25/2021	9/21/2021	1. Revenue Loss Calculation	High	3					X	X	X		
Program Assistant Funding (Cost through end of 2024)	Senior Services	\$ 165,000	8/10/2021	8/25/2021	9/21/2021	3C. Responding to Negative Economic Impact	High	3	X				X		X		

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: a. Biosolids Sustainability Plan

FROM: Mick Monken, Interim Public Works Director

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### **SUMMARY STATEMENT**

Staff is seeking support from the City Council to develop a long-term Biosolid Sustainability Plan, the implementation of a short-term pilot application program, and possible disposal program.

### **BACKGROUND**

Each week the Clean Water Facility (CWF) generates approximately 10 cubic yards of biosolid material which must be removed from the site. Annually this comes to 520 cubic yards. This material is classified under federal standards as Class A Exceptional Quality (EQ) biosolid which is the EPA highest standard. This means the pathogens are reduced to a level similar to native soil. Class A EQ biosolids products can be used on home lawns and gardens, parks and golf courses, and other places where public contact is likely. In accordance with the federal EPA, Class A biosolids are safe to use on food crops. The biosolids have no negative impact to surface or ground water quality so can be used near any water bodies. A downside to biosolids is that they can create unpleasant odors, but this too is not a hazard to health. To address the odor, staff has been researching what other agencies are doing. In September this year, the city had begun testing of soil compost blends that is showing positive result of odor reduction.

To date the city has managed the biosolid disposal through small pilot studies with local compost vendors, farmland applications, and placement on City owned property. While this has addressed the immediate need, a long-term sustainable solution is needed. Staff is proposing biosolid sustainability plan with four elements: 1) continue to perform pilot programs; 2) explore disposal options; 3) develop inhouse application sites; and 4) develop a public/private partnership. Along with this, a public outreach program will be developed.

### **BIOSOLID SUSTAINABILITY PLAN ELEMENTS BRIEF**

**Perform Pilot Programs** – These consist of developing and implementing small-scale efforts to provide real world testing where results can be physically evaluated. A pilot program currently under way is the development and application of a compost **biosolid blend** (mix of Class A EQ biosolids, vegetation compost material, lime, and sand). Currently two application locations are proposed. These are a small lawn area at the city's Public Works shop and the Centennial Park. Both sites are not near residential neighborhoods. We are also working with the Oak Harbor Garden Club, Oak Harbor Imagine Garden Club 2 Master Gardeners to get their support and insights. The intent is to test for odors. From these partners we can make adjustments to the blends composition to reduce odors. Through this current strategy, the city staff are generating support for local use of the material

and are garnering a demand from organizations and individuals trained and educated in the use of compost blends.

**Cost** – Expected to be low range. This is expected to be staff and equipment time and any associated costs for materials and potentially equipment needed for creating a compost blend.

**Disposal Options** – Under this option the city would utilize some method that others, public or private, would accept the biosolid material. This effectively means that the city is disposing it biosolids to others that would use the material.

**Cost** – Expected to be mid to high range. There are two general cost factors that would include contracting for the actual disposal and lost opportunity costs. The lost opportunities are that the biosolid may not be available for city usage/application. For example, the biosolid blend could be used for parks lawn fertilizer and if disposed of offsite, the city would need to purchase fertilizer from others, therefore adding to the overall cost.

**Inhouse Application Sites** - City owned lands, such as parks, open space, and landscaping areas benefit from the application of biosolid blend applications. This provides a safe natural fertilizer (vs chemical) to add nutrients to the soil resulting in healthy plant growth, potential reduction in watering, and improvement to drought tolerance. Also under this topic, school ground could be included as this product is safe for human contact.

**Cost** – Expected to be low to mid range. The cost of the biosolid blend is expected to be equal to purchasing chemical fertilizers and provided significant soil improvement which will improve water conservation objectives and foster safer playing surfaces on park play fields. The city would incur upfront capital costs to obtain material handling and application equipment. There will be operational costs for blending, material handling, and applications

**Public/Private Partnership (3P)** – Generally, a 3P would be an agreement between the city and a private interest to strive to develop a mutually beneficial outcome. An example could be working with a compost manufacture/supplier where the city would supply the biosolids, the manufacture produces the prescribed biosolid blend, the city purchases the blend product at a reduced or zero cost, and the manufacturer/supplier sells the balance of the blend.

**Cost** – Expected to be low to lower high range. This element is estimated to be largely dependent on the ability to control the odor and on getting acceptance by the end users market.

## **COSTS**

The costs shown for each element has been provided based on what is staffs initially estimated to be the range. This is only a very rough range and is provided to give a preliminary comparison of what might be the cost impacts to the city. Actual costs will be determined at the time when each element begins implement and the current market can be assessed.

In all cases, it is estimated that there will be some costs associated with all elements and options.

## **NEXT STEPS – PLAN DEVELOPMENT**

If the Council supports the development of a Biosolid Sustainability Plan, staff will begin by building on the 4 elements present prior. This will include outreach to potential market, partners, and disposal service providers. Cost benefit analysis will be performed to determine cost impacts of using conventional material methods versus biosolid. Key to this will be how will effectiveness of any action will be measures for its value/success. In addition, it is anticipated that policy will be developed. A public outreach plan will be included as an appendix to the main plan. This plan will be assembled in a draft plan that will be presented to the Council for comment and policy direction. It is expected at this level, an outreach process to the public could begin.

Next step will be the development of the final plan, adoption by the Council, and implementation.

## **CONCLUSION**

The Biosolid Sustainability Plan will provide a roadmap with alternatives for a long-range solution to deal with it generate biosolid material. It is expected that this will provide for short and long range biosolid management to ensure that the city has a level of certainty on how to deal with this material and what is beneficial. There are options to implement only some of the elements, but this could result in a lost benefit to the city. *Staff's recommendation is that the Council acknowledge support for the develop of the Plan with all the proposed elements.*

## **ATTACHMENTS**

1. [CW Biosolids Sustainability Plan Presentation](#)

# BIOSOLID SUSTAINABILITY PLAN



City Council

10/27/2021

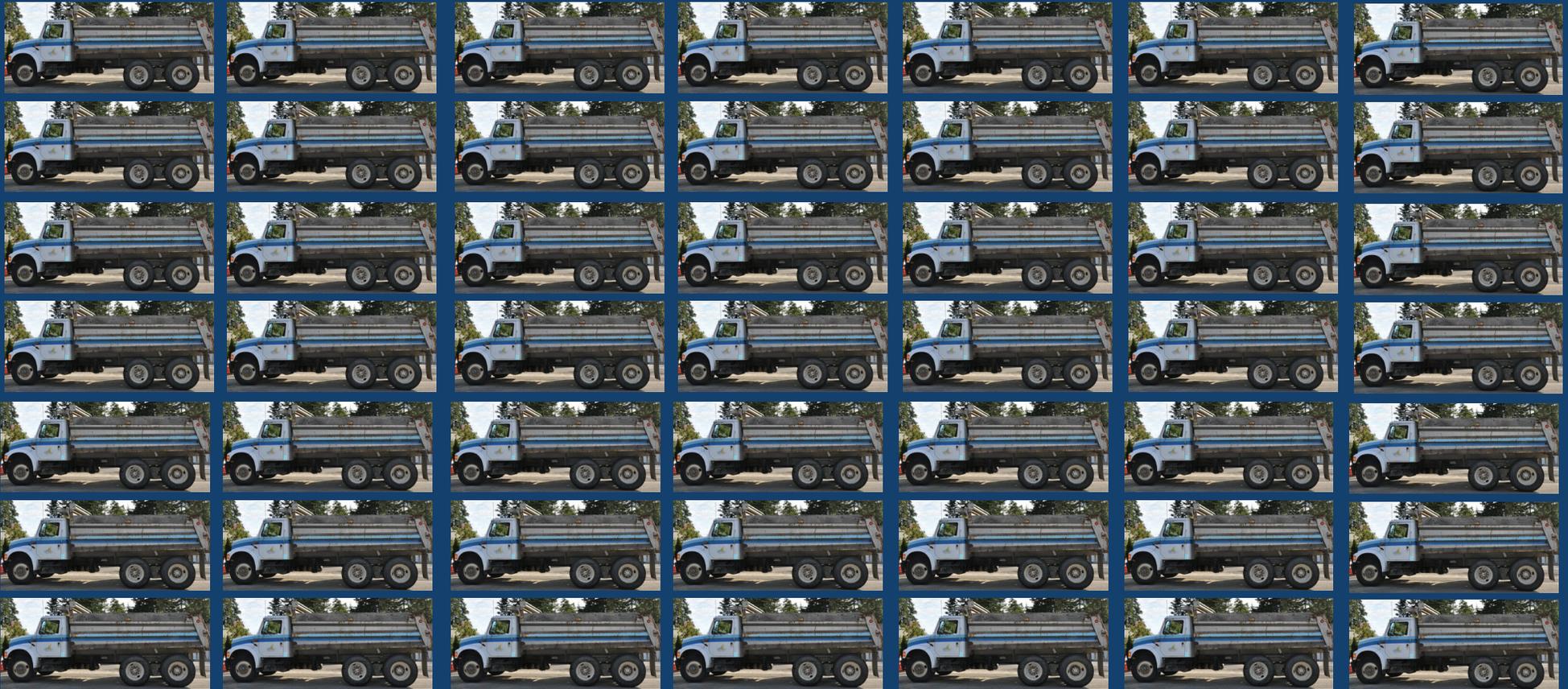
# SUMMARY

**Staff is seeking Council support to develop a long-term Biosolid Sustainability Plan**

## BACKGROUND

- 1. Generate approximately 10 cubic yards each week**
- 2. Class A EQ (Exceptional Quality)**
- 3. Safe to humans, environment, food crops**
- 4. Has unique odor - safe**
- 5. Need sustainable solution to handle**

# 520 Cubic Yards each year



## CURRENT PRACTICE

- 1. Recycle/compost vendor**
- 2. Farmland application**
- 3. Storage on city property**
- 4. Not sustainable**



# BIOSOLID SUSTAINABILITY PLAN

Staff Proposed 4 elements Plan

1. Pilot Programs
2. Disposal Option
3. Inhouse Application Sites
4. Public/Private Partnership

# PILOT PROGRAM

- Short term
- Measurable
- Current programs
  - Compost blends – odor control and application product
  - Designated site application
  - Volunteer testing

Estimated Cost: Low

# DISPOSAL

- Short & long term
- Market driven cost (fuel, labor, end users)
- Handles biosolid completely (CWF to disposal site)
- Lost opportunity – city lost of material

Estimated Cost: Mid to High

# INHOUSE APPLICATION SITES

- Long term
- Direct benefit to city
- Enhancement returns
- Potential material cost saving
- Improvement to lawn/vegetation
- Potential increase in mowing & equipment costs

Estimated Cost: Low to Mid

# PUBLIC/PRIVATE PARTNERSHIP

- Short and Long term
- Mutual benefit
- Potential for cost sharing benefits
  - Lower cost material for city
  - Market controlled costs
- Shared cost risks

Estimate Cost: Low to low high

# CONCLUSION

- **City needs a long-range plan for biosolids**
  - **Ensure sustainable handling of material**
  - **Analysis of alternatives**
  - **Develop cost effective programs**
  - **Support marketing of programs and product**
  - **Public education and outreach**

# RECOMMENDATIONS

Council acknowledge support for the develop of the Biosolid Sustainability Plan with all the proposed elements

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: b. Tree Trimming Policy

**FROM: Mick Monken, Interim Public Works Director Public Works**

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### **SUMMARY STATEMENT**

In August 2021, the City Council received a citizen request via email (Attachment 1) to allow for public trees to be trimmed down to the powerlines level to improve the view corridor from the property. The requesting party offered to do the trimming at their expense. The location is on SW Scenic Heights Street at the junction of Pete's Lane (Attachment 2). At the September 7, 2021 Council meeting, staff recommended no Council action be taken until further investigation could be completed and discussion at the October 27, 2021 City Council meeting. Council concurred.

### **FINDINGS**

The trees requested to be trimmed are located within a city owned open space. This open space property was acquired by the City from Arnold Freund (Trustee) in 2005. In 2002, the City committed the wetlands and wetland buffer portion of this property to be used as a wetlands mitigation site to compensate for work authorized under the State's Department of Ecology (DOE) under Order 02SEANR-4620. In 2015, the City voluntarily imposed a Restrictive Covenant to fulfil the condition of the DOE Order (Attachment 3). In the Restrictive Covenant, under Section 3 Prohibited Uses, Subsection (e) The pruning, cutting down, or other destruction or removal of live or dead trees and other vegetation, except for public safety, is prohibited. Trimming of trees would be a violation of this restriction.

In addition, it is estimated that the trees in question are within the buffer of this wetland. Oak Harbor Municipal Code 20.24.030(7) state "Buffer Maintenance. Wetland buffers shall be retained in an undisturbed or enhanced condition." Trimming would be considered a disturbance.

As part of this investigation, City Code was reviewed regarding tree protection policies. The City does have Oak Harbor Municipal Code 20.16 that provides tree protections for only the Garry Oak (Attachment 4). Per the Arbor Day Foundation, Oak Harbor is classified as a "Tree City USA".

### **DISCUSSIONS**

**Tree Trimming Request** - The trees in question are protected from being trimmed under the Oak Harbor Municipal Code (wetland buffer), DOE Order, and the City's Restrictive Covenants.

*Any actions to trim these trees would be a direct violation and the citizen request to trim public trees should be denied.*

**Tree Protection Ordinance** – Currently, Oak Harbor has tree protection code for the Garry Oak and

for new development. No other known tree protection code exists. Oak Harbor has a wide variety of tree species with many mature trees. Without existing code to manage, preserve, or protect the existing physical and aesthetic character provided by its urban forest, this can be altered or lost. Through the adoption of a comprehensive Tree Protection Ordinance, the City Council can make policy on how they envision the city's future of its urban forest character.

Many cities have adopted a tree protection/preservation ordinance that can be reviewed and built upon. The City of Anacortes Tree Preservation code has been provided as an example (Attachment 5). This is not being recommended but does provide a good example of what could be included and the complexity of this topic.

*Staff is seeking direction whether the Council wants to have further discussion on this topic.*

#### **ATTACHMENTS**

1. [Email from Spiros Skolarikis \(August 9, 2021\) - Initial Request](#)
2. [Site Map Showing Properties and Tree Cluster](#)
3. [Restrictive Covenant \(Auditor File 4377633\)](#)
4. [OHMC 20.16 - Garry Oak Tree Protection](#)
5. [City of Anacortes Tree Preservation Code](#)

## ATTACHMENT 1

**From:** Spiros Skolarikis  
**To:** Blaine Oborn  
**Subject:** Alder Tree Trimming  
**Date:** Monday, August 9, 2021 2:49:44 AM  
**Attachments:** thumbnail\_Screen Shot 2021-06-10 at 1.03.26 PM.png

---

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

Members of the council, Mr Mayor and City Administrator

My name is Spiros Skolarikis residing at 2366 SW Freund St in Scenic Vista development and resident of Oak Harbor since February 14, 1982

My neighbor Chris Pantoleon and I, request permission to trim down to powerlines level a Birch/Alder tree that is on city property right at the junction of Pete's Lane an SW Scenic Heights St at our expense.

Attached is a picture of the tree in question and a google map with the location marked. Target date is end of November pending the response.

We would appreciate a positive response as it will improve our view and potentially improve the tree's rooting system as well.

Chris Pantoleon is residing next door to me. His address is: 2390 SW Freund St

His phone number is:

360 679 6909

email: checkflame@yahoo.com

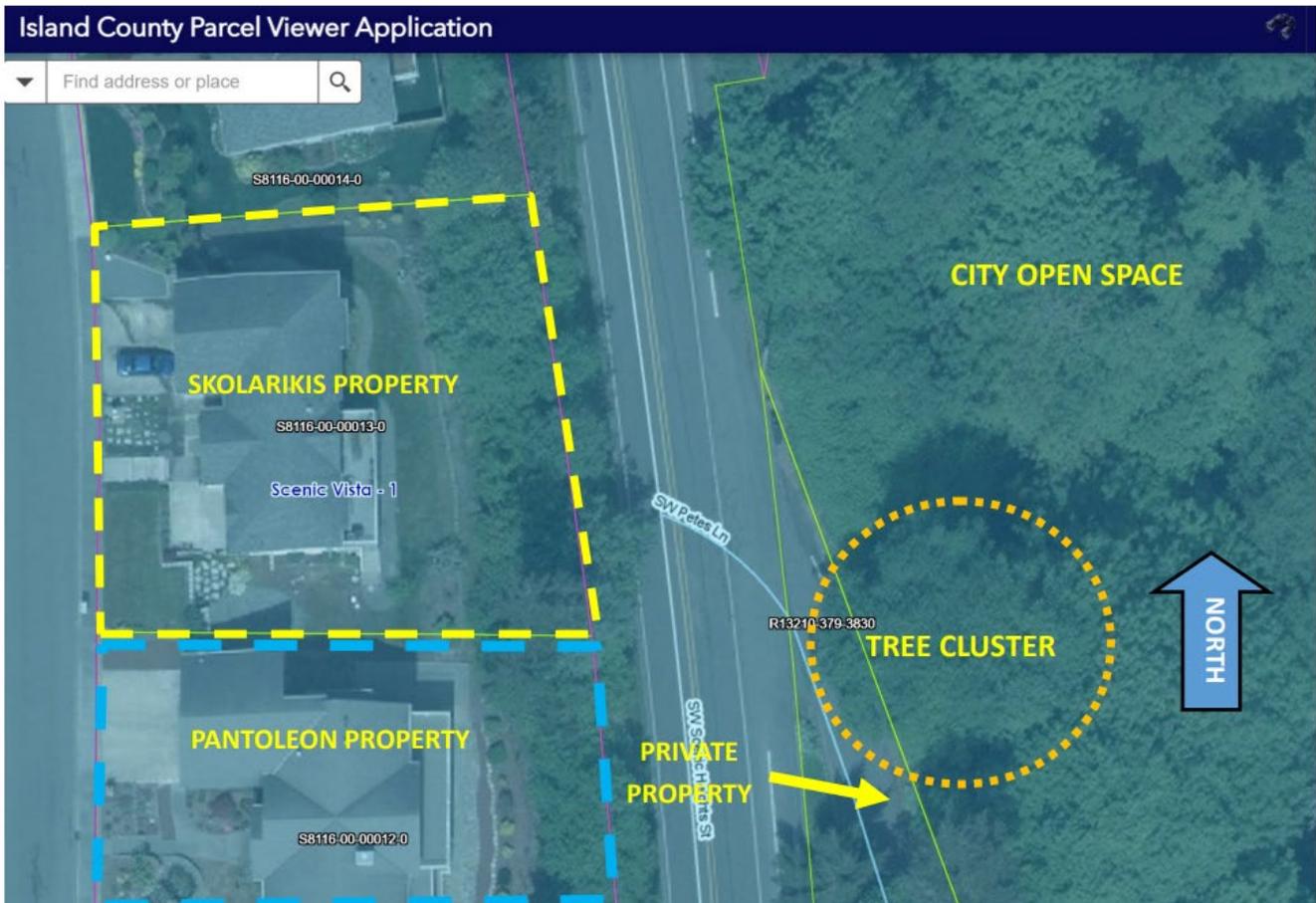
Respectfully

Spiros Skolarikis

3607201372

email: akazeus1@msn.com

**ATTACHMENT 2**



**ATTACHMENT 3**

05/01/2015 03:03:32 PM  
Recording Fee \$77.00 Page 1 of 6  
Restriction  
Island County Washington

4377633



After Recording Return to:

Weed, Graafstra and Benson, Inc., P.S.  
21 Avenue A  
Snohomish, WA 98290

**RESTRICTIVE COVENANT**

Grantor: CITY OF OAK HARBOR  
Grantee: Public  
Legal Description: Lot 2, City of Oak Harbor SP #04-00002 Add'l on p. 6  
Tax Parcel ID#: R13203-069-5000

WHEREAS, the CITY OF OAK HARBOR, a municipal corporation of the State of Washington (the "City"), is the owner in fee simple of that certain real property (hereinafter the "Property") in Island County, Washington, totaling approximately 7.52 acres, more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference; and

WHEREAS, the City commits the wetland and wetland buffer portion of the Property depicted and identified as mitigation areas on the SW Bayshore Dr. Conceptual Buffer and Mitigated Area Plan dated 7/02/02, prepared by Fakkema & Kingma Inc., drawing no. 4149, on file with the Department of Ecology under Order No. 02SEANR-4620 (the "Protected Property") to use as a wetlands mitigation site to compensate for work authorized under Washington State Department of Ecology ("DOE") Order Number 02SEANR-4620; and

WHEREAS, the City expressly intends that this covenant run with the land, as provided by law, and shall be binding on all parties and all persons claiming under the City, including all current and future owners having any interest in the Protected Property; NOW, THEREFORE,

For the reasons stated above, and in fulfillment of a condition of DOE Order Number 02SEANR-4620, the CITY OF OAK HARBOR hereby voluntarily imposes, places, and restricts the use and occupancy of the Protected Property in accordance with

the terms and conditions hereinafter enumerated, subject only to the limitations set forth herein.

It is the purpose of this Restrictive Covenant to assure that the Protected Property will be retained forever in its natural open-space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values of the property. The City of Oak Harbor hereby covenants and agrees as follows:

1. **IDENTIFICATION AND PROTECTION:** The wetland mitigation and preservations areas within the Protected Property are “waters of the state.” City agrees to identify, preserve, and protect in perpetuity the native species and habitat within the wetland area and wetland buffer located on the Protected Property.
2. **INJUNCTION AND RESTORATION:** City shall enjoin any activity on, or use of, the Protected Property which is inconsistent with this Restrictive Covenant, including trespasses by members of the public, and to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof.
3. **PROHIBITED USES:** Except as expressly permitted under “Permitted Uses” below, any use of, or activity on, the Protected Property inconsistent with the purposes of this Restrictive Covenant is prohibited, and the City acknowledges and agrees that it will not conduct, engage in or permit any such use or activity, including, but not limited to:
  - (a) **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, docks, floats and parking lots) on the Protected Property except as deemed necessary to preserve, protect or effectuate the purposes of this Restrictive Covenant .
  - (b) **Alteration of Land.** The alteration of the surface of the Protected Property, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as deemed necessary by the City to preserve, protect or effectuate the purposes of this Restrictive Covenant.
  - (c) **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters of the Protected Property.
  - (d) **Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water

courses, except as deemed necessary by the City to preserve or protect the conservation values of the Protected Property.

- (e) **Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located in the Protected Property, except as deemed necessary by the City to protect the public safety, or to preserve or protect the conservation values of the Protected Property, such as the removal of invasive exotic (non-native) plant species, or to conduct educational or research activities consistent with the purpose of this Restrictive Covenant.
- (f) **Waste Disposal.** The disposal or storage of rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly offensive, or hazardous waste or material on the Protected Property.
- (g) **Utilities.** The above- or below-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities on the Protected Property except as deemed necessary to preserve, protect or effectuate the purpose of this Restrictive Covenant.
- (h) **Signs.** The placement of commercial signs, billboards, or other advertising material on the Protected Property.
- (i) **Hunting.** Hunting or trapping, except to the extent determined necessary to preserve or protect the conservation values of the Protected Property.
- (j) **Mining.** The exploration for or development and extraction of minerals and/or hydrocarbons on or below the surface of the Protected Property.
- (k) **Wildlife Disruption.** The disruption of wildlife breeding and nesting activities on the Protected Property.
- (l) **Domestic Animals.** The keeping of domestic animals on the Protected Property.
- (m) **Introduced Vegetation.** The introduction of non-native vegetation on the Protected Property, or the planting or introduction of any species of vegetation, except as deemed necessary to enhance the conservation values of the Protected Property.
- (n) **Harvesting of Native Plants.** The gathering, picking, taking, or harvesting of native plants on the Protected Property.

- (o) **Motorized Vehicles and Excessive Noise.** The operation of motorcycles, dune buggies, snowmobiles, or other type of off-road motorized recreational vehicles or the operation of other sources of excessive noise pollution on the Protected Property.

4. **PERMITTED USES:**

- (a) **Existing Improvements.** Notwithstanding any provision hereof, the pedestrian walkway, benches, interpretive signs and all other improvements installed on the Protected Property on the date of execution of this Restrictive Covenant (“Existing Improvements”) and the public use thereof shall not be deemed to violate or be inconsistent with this Restrictive Covenant. The City shall have no obligation to modify or remove the Existing Improvements or restrict the use thereof. The City shall have the perpetual right to maintain, repair, restore, replace and/or remove the Existing Improvements, in its sole discretion.

- (b) **Other Reserved Rights.** City reserves for itself and its heirs, successors, and assigns, any use of, or activity on, the Protected Property which is not inconsistent with the purposes of this Restrictive Covenant and which is not prohibited herein. Without limiting the generality of the foregoing, the City specifically reserves for itself and its heirs, successors, and assigns, the following uses and activities:

- i. **Recreational.** To conduct passive recreational activities such as nature enjoyment, bird watching, educational walks, etc. on the Protected Property, provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat on the Protected Property. No motorized vehicles or other activities that could disrupt the wildlife or destroy essential habitat are allowed in the Protected Property, except vehicles of the City and its contractors used for exercise of the rights and obligations stated herein.
- ii. **Emergencies.** To undertake other activities as deemed necessary by the City to protect public health or safety on the Protected Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted so that interference with the conservation values of the Protected Property is avoided to the maximum extent possible.

5. **SUBSEQUENT TRANSFERS:** Owner agrees (1) to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Restrictive Covenant in and append it to, any executory contract for the transfer of any interest in the Protected Property. The failure of the owner to perform any act required by this paragraph shall not impair the validity of this Covenant or limit its enforceability in any way.
  
6. **SEVERABILITY:** If any provision of this Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
  
7. **SUCCESSORS:** The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

DATED this 29<sup>th</sup> day of APRIL, 2015.

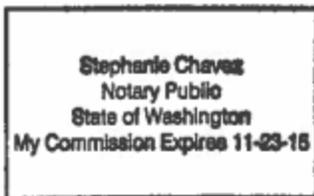
CITY OF OAK HARBOR

By   
 SCOTT DUDLEY, Mayor

STATE OF WASHINGTON )  
 )ss.  
 COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that SCOTT DUDLEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF OAK HARBOR to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 29 day of April, 2015.



  
 Stephanie Chavez  
 (Legibly print name of notary)  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Oak Harbor  
 My commission expires 11-23-15

Chapter 20.16<sup>1</sup>  
GARRY OAK TREE PROTECTION

Sections:

20.16.010 Harm prohibited.

20.16.020 Permits for removal, topping and trimming.

20.16.030 Variances.

20.16.010 Harm prohibited.

(1) No person shall remove, top, damage, destroy, break, injure, mutilate or kill any Garry oak tree or permit any animal under his control to do so, or allow ivy or other invasive vines to takeover any Garry oak tree, or to permit any toxic chemicals to seep, drain or empty onto or about any Garry oak tree, except as allowed by this chapter.

(2) During building or construction operations, suitable protective measures listed below shall be erected around Garry oak trees which may be subject to injury.

(a) Establish a critical root zone (CRZ) for the tree which at a minimum is a circular area around the tree trunk with a radius of one foot for every one inch in diameter measured at four and one-half feet above grade.

(b) Install an access deterring fence with a minimum height of three feet around the CRZ that will remain in place till final inspections have been completed.

(c) Post highly visible and legible signs of caution, warning, or do not disturb, which are not less than 12 inches by 12 inches, of the restrictions around the tree on the fence or restricted area to help convey the importance of CRZ to workers on site.

(d) No roots greater than four inches in diameter shall be cut, even if such roots are outside the CRZ.

(e) Make all necessary cuts to tree roots cleanly with sharp tools.

(f) Construction debris or stockpile construction material shall be done outside the CRZ and away from the tree as practically possible.

(g) The soil composition in and around the CRZ shall not be disturbed or altered during project construction.

(h) Change in soil grades around the CRZ and tree shall be gradual.

(i) Washing equipment, vehicle maintenance and other potential soil contamination activities shall be done away from the CRZ and the tree as practically possible.

(j) All measures to avoid damage to tree trunks and branches should be taken during construction activities.

(3) If the protective measures listed above cannot be met due to site specific conditions, or if it is determined that the measures may not meet the intent of protecting the Garry oak tree, the applicant will be required to provide a tree protection plan prepared by a certified arborist.

(4) No hard surface area shall be allowed within the drip line of a Garry oak tree to the maximum extent possible. An administrative variance may allow hard surface on up to 25 percent of the area within the drip line when there is no practical alternative. (Ord. [1839](#) § 1, 2018; Ord. [1784](#) § 76, 2016; Ord. [1441](#) § 1, 2005).

20.16.020 Permits for removal, topping and trimming.

Permits for removal or trimming of a Garry oak tree may be granted by the director when the following conditions are determined to exist:

(1) Removal or Topping. A permit for removal or topping may be granted when it is determined by the director that the Garry oak tree is so diseased or damaged that it presents a danger to the public or adjacent property and trimming is inadequate to ameliorate the danger. Wherever feasible, dead Garry oak trees shall be left as snags, for their habitat value.

(2) Trimming. A permit for trimming shall be granted when it is determined:

(a) That trimming is needed for safety or public welfare or to remove diseased or dead branches; or

(b) That branches hang over an existing building or interfere with utility lines or right-of-way access.

(3) The director shall respond to a request for a permit within 10 days of application. No fee shall be charged for a permit. Appeal of a decision by the director shall be to the hearing examiner and shall be made in writing within 10 days of the decision. (Ord. [1839](#) § 1, 2018; Ord. [1441](#) § 1, 2005).

20.16.030 Variances.

In order to ameliorate the impact of this chapter, the following variances may be allowed under the zoning code:

(1) Setbacks. A variance may be granted to allow intrusion of a building into a setback yard by 10 feet to preserve a Garry oak tree located elsewhere on the property.

(2) Parking. Parking requirements may be reduced by two vehicles per Garry oak tree preserved on the property.

(3) Landscaping. A credit of one and one-half square feet for landscaping requirements under the city zoning code shall be given for every square foot of area devoted to a Garry oak tree use. (Ord. [1839](#) § 1, 2018; Ord. [1441](#) § 1, 2005).

## ATTACHMENT 5

### Anacortes Municipal Code

#### Chapter 16.50

#### TREE PRESERVATION

##### Sections:

- 16.50.010 Purpose.
- 16.50.020 Applicability.
- 16.50.030 Definitions.
- 16.50.040 Purpose.
- 16.50.050 Tree preservation plans—Applicability.
- 16.50.060 Tree preservation plans—Contents.
- 16.50.070 Tree conservation standards.
- 16.50.080 Standards for trees to be retained or planted.
- 16.50.090 Residential development tree location requirements.
- 16.50.100 Protection of trees before, during and after development.
- 16.50.110 Tree conservation affidavits—Development on sites with prior approved tree preservation plans.
- 16.50.120 Review of tree preservation plans and affidavits.
- 16.50.130 Tree maintenance requirements.
- 16.50.140 Minor modifications to approved tree conservation permit approvals or tree preservation plans.
- 16.50.150 Enforcement.
- 16.50.160 Liability of the city.
- 16.50.170 Tree conservation affidavit form.

#### 16.50.010 Purpose.

- A. *Promote the preservation and growth of healthy, vigorous trees in the city of Anacortes.* The known benefits associated with trees and tree cover include, but are not limited to: the filtration of groundwater; the reduction of surface water runoff; flood control; the provision of fish and wildlife habitat; the maintenance of water quality; the cleansing of the air; the abatement of noise; and the conservation of energy.
- B. Recognize that healthy older trees provide substantially more canopy and benefits than newly planted trees.
- C. Acknowledge that city of Anacortes is an established urban growth area and as such is an appropriate location for urban level development and associated urban forestry.
- D. Recognize that the removal of trees and tree cover prior to project permit is strictly controlled by Chapter [17.54](#) of this code (Land clearing).
- E. Unless regulated by a permit condition imposed under this chapter or controlled by other sections of this code, individual homeowners will be allowed to choose and manage their own landscaping without the necessity of obtaining

permits under this chapter; the city will endeavor to offer educational opportunities to homeowners on proper tree selection, location, and care. However, new single-family and multifamily homes must comply with Chapter [17.41](#) of this code (Landscaping).

F. Preserve and replenish the tree stock of Anacortes for the continued health and enjoyment of future generations.

G. Native species shall be preferred for Anacortes tree stock. (Ord. 3031 § 1 (Exh. A), 2018; Ord. 2756 Att. F, 2006\*)

\* Code reviser's note: Ord. [3031](#), Section 3, states: "This ordinance shall be effective for six months from the date of adoption, and the provisions provided in Exhibit A shall expire on May 19, 2019."

### 16.50.020 Applicability.

A. This chapter applies to the removal or topping of trees in the city limits of city of Anacortes and is organized into the following sections:

General provisions contains introduction and definitions and general provisions that apply to the remainder of Chapter [16.50](#).

Standards for tree conservation establishes minimum standards for tree conservation required for residential subdivisions and short plats under this chapter. No person shall do any development activity, including but not limited to clearing, grading, and excavation without approved tree protection measures properly installed and maintained. These standards are intended to augment existing land clearing and landscaping standards contained in the city of Anacortes Municipal Code and provide incentives for tree retention during project development and clear and consistent standards for tree planting for new development projects. In the case of any conflicts, the most stringent requirement shall be applied. (Ord. 2756 Att. F, 2006)

### 16.50.030 Definitions.

In addition to the following definitions, this chapter shall rely upon existing definitions contained within the Washington State Forest Practices Act (RCW [76.09](#)), Rules for the Washington State Forest Practices Act (WAC [222-16](#)), and the city of Anacortes Municipal Code.

"Arborist" means a person who has met the Criteria for Certification from the International Society of Arboriculture (ISA) and who maintains his or her accreditation.

"Canopy area" means the area covered by the crown of an individual tree as delineated by the vertical projection of its outermost perimeter; small openings in the crown are included.

"Canopy cover" means the percentage of property area covered by the sum canopy area of the trees to be retained on the site post-development as delineated by the vertical projection of its outermost perimeter of the tree branches; small openings in the canopy are included.

"Co-dominant trees" means trees whose crowns form the general level of the canopy cover and receive full light from above, but limited light from the sides.

“Contiguous” means near, adjacent or touching.

“Crown” means the area of the tree containing leaf or needle-bearing branches.

“Crown thinning” means the selective removal of branches in a tree crown to increase light penetration, reduce weight, and lessen wind resistance.

“Department” means the city of Anacortes department of planning and community development.

“Development” means any alteration, grading, filling, building, earth moving, etc., as is needed to prepare a site for construction, as well as any structure or utility building operations. Preliminary mapping and survey work that is completed using best management practices and results in minimal disturbance of vegetation and soil is not considered to be development activity.

“Diameter at breast height (d.b.h.)” means a tree’s trunk diameter in inches measured four and one-half feet above the ground.

1. On multi-stemmed or trunked trees, where the diameter at four and one-half feet above grade is actually greater than that at a lower point on the tree, d.b.h. shall be measured at the narrowest diameter below four and one-half feet. In such cases, the height of the measurement should be noted.

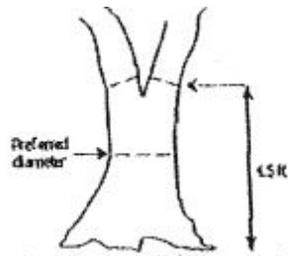


Illustration #1a Multi-trunked tree

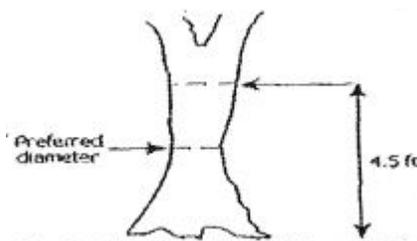


Illustration #1b Multi-trunked tree

2. On sloping ground, diameter shall be measured from the uphill side of the tree.

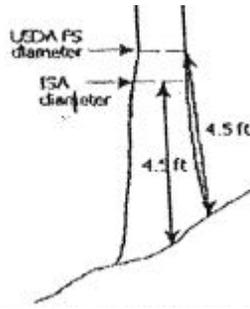


Illustration #2a Tree on Sloping Ground

3. Leaning trees, diameter shall be measured 4 ¼ feet up the stem in the direction of the lean.

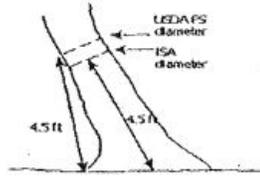


Illustration #3a Leaning tree

4. On multi-trunked trees, where tree splits into several trunks close to ground level, the diameter shall be the diameter equivalent to the sum of each individual trunk measured according to the principals listed above.

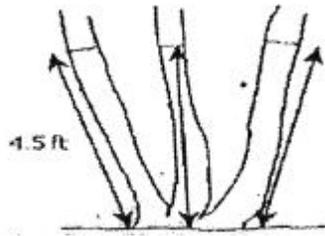


Illustration #4a Multi-trunk tree, close to ground

“Director” means the director of the city of Anacortes department of planning and community development or an assigned designee.

“Diseased tree” means a tree, that in the opinion of the city of Anacortes or an expert approved by the city of Anacortes (such as but not limited to an experienced forester, ISA certified arborist, or landscape architect), has a strong likelihood of infecting other vegetation in the area or becoming a hazard as a result of the disease.

“Dominant trees” means trees whose crowns are higher than the general level of the canopy and which receive light from the sides as well as from above.

“Environmentally sensitive areas (ESAs)” also defined as “critical areas” by the Washington State Growth Management Act. These environmentally sensitive areas in city of Anacortes are geologically hazardous areas, frequently flooded areas, wetlands, aquifer recharge areas, and fish and wildlife habitat conservation areas and are regulated by AMC Chapter [17.70](#).

“Forest land” as defined in the Washington State Forest Practice Act, all land that is capable of supporting a merchantable stand of timber and is not actively used for a use which is incompatible with timber growing.

“Forest practice” means any activity conducted on or directly pertaining to forest lands and relating to the growing, harvesting, or processing of timber, including but not limited to: road and trail construction; harvesting, final and intermediate; site preparation prior to development involving tree removal; precommercial thinning; reforestation; fertilization; prevention and suppression of diseases and insects; salvage of trees; and brush control.

“Hazard tree” means any tree which, in the opinion of the city of Anacortes director or an expert approved by the city of Anacortes (such as, but not limited to, a professional forester, ISA certified arborist, or landscape architect), poses an unreasonable risk of failure and is a distance of 1.2 tree lengths or less from a permanent structure or frequent use outdoor area.

“Intermediate trees” means trees that are generally surrounded by other trees and whose crowns generally receive no sunlight from the sides but do receive some direct sunlight from above through holes in the tree canopy.

“Limbing” means the act of removing unwanted limbs, or branches, from a tree. For example, limbing may be used to remove large branches hanging dangerously over a house without removing the whole tree. Limbing can also create “windows” which can enhance views or mitigate windthrow problems.

“Lot” means a designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.

“Minimum tree conservation ratio” means minimum tree conservation standard ratio applies to a lot of any size. The ratio of one tree unit per one thousand square feet; for example, a ten thousand square feet lot would have a minimum of ten tree units and a seven thousand five hundred square feet lot would have seven and one-half tree units.

“Native trees” means trees that are determined to be indigenous to Fidalgo Island. The city planning department will maintain a list of native trees.

“Nuisance tree” means any tree which, in the opinion of the city of Anacortes planning department or an expert approved by the city of Anacortes (such as, but not limited to a professional forester, ISA certified arborist, or landscape architect), is an invasive variety, or, due to its location, is causing or is likely to cause significant damage to a permanent structure that cannot be mitigated without removal of the tree.

“Priority trees” means existing trees with a diameter of twenty-four inches or greater, or that are at least one hundred years old, or provide significant habitat value regardless of girth or age. These trees are given high priority for retention per this chapter.

“Project permit” or “project permit application” means any land use or environmental permit or license required from the city for a project action, including, but not limited to, subdivisions, planned unit developments, conditional uses, shoreline permits, permits or approvals required by the critical areas ordinance (Chapter [17.70](#) AMC), site-specific rezones authorized by the city of Anacortes comprehensive plan or a formally adopted subarea plan.

“Significant existing vegetation” means and includes shrubs and deciduous and evergreen trees at least two inches diameter at a point (d.b.h.) four and one-half feet above the ground or greater.

“Street trees” means trees in the planting strip of a street right-of-way between the street pavement and the property line or in the center planting area of a boulevard.

“Suppressed trees” means trees that receive no direct sunlight from the sides or above due to surrounding tree canopy. May receive limited filtered sunlight. Generally weak and slow growing.

“Topping” means a pruning cut to the main stem of a mature tree. Such cuts can result in serious decay and/or forcing out growth of weakly attached upright sprouts below the cut. Topping also results in permanent alteration of tree architecture. For the purposes of this chapter, topping shall be treated the same as tree removal.

“Tree” means any woody plant commonly, but not necessarily, having one main stem or trunk that will reach a minimum height of fifteen feet at maturity.

“Tree commission” means an advisory committee appointed by mayor/council to work on tree preservation issues.

“Tree unit” means a measurement to assign value to the number of trees retained on a site. Table 16.50.120 assigns “tree unit credits” based upon the size of existing or newly planted trees. Utilizing tree units allows larger, older trees to be given more value than younger smaller trees.

“Tree protection area” means a protective zone established around the canopy area of a tree or group of trees to prevent damage or destruction during construction and site development activities.

Weed, Noxious. “Noxious weed” means an invasive plant which takes advantage of disruptions of natural plant communities, especially those created by human activity, harms and/or displaces valued vegetation or is considered excessively noxious because of its poisonous qualities. The city will maintain a list of undesirable invasive or noxious weeds which will include such plants as English Ivy, Giant Hogweed, Scotch Broom and Water Hemlock.

“Windfirm” means a tree that is capable of withstanding average peak local wind speeds and gusts without experiencing major breakage or windthrow.

“Windthrow” means the uprooting or breaking of a tree due to excessive wind. (Ord. 2756 Att. F, 2006)

#### 16.50.040 Purpose.

To set forth procedures and standards for tree conservation and tree planting that are applicable to the subdivision of land under this chapter. The retention of existing trees and, where necessary, the planting of new trees as part of land division activities are necessary to protect the environmental quality and aesthetic character of the city of Anacortes, and the quality of life enjoyed by its residents. (Ord. 2756 Att. F, 2006)

#### 16.50.050 Tree preservation plans—Applicability.

A tree preservation plan shall be required as part of the application for subdivision of residential land (including all planned unit developments, subdivisions, short subdivisions, and short plats). Once a subdivision is approved, the lots within that subdivision are subject to the subdivision’s tree preservation plan. That plan may call for installation of trees at the time each lot is built upon. Therefore, home construction on a lot subject to a tree preservation plan must

comply with that tree preservation plan as a condition of building permit approval. Once the home is constructed, any necessary trees installed and approved, and the building permit receives final approval, all trees will be maintained for a minimum of three years under Article II, Section [16.50.130](#). (Ord. 2756 Att. F, 2006)

## 16.50.060 Tree preservation plans—Contents.

- A. All tree preservation plans submitted pursuant to this chapter shall show the following information, if applicable:
1. Location of all improvements on the site including proposed cleared areas and/or individual trees to be removed;
  2. The approximate location of any existing structures and land uses on the site including construction staging areas;
  3. The location of all existing and proposed streets, rights-of-way, easements, underground utilities, skid roads, haul roads, and landings within the proposal;
  4. Existing healthy trees to be retained including the diameter (at four and one-half feet above grade), species, and location on the site;
  5. Existing trees proposed for removal including the diameter and location on the site;
  6. Proposed new trees to be planted including the botanical names and sizes;
  7. Tree unit credits calculated to document compliance with Section [16.50.070](#). These calculations shall include:
    - a. Calculation of net site area determined by subtracting the area of public and private road rights-of-way,
    - b. Calculation of tree unit credits proposed for retention on the site excluding existing trees in adjacent opened or unopened rights-of-way, and
    - c. Calculation of tree unit credits for newly planted trees, if applicable,
      - i. Newly planted trees in rights-of-way (street trees) or along alleys shall count towards tree unit requirements;
  8. The location of future land development including stormwater management facilities, and vegetation to be retained for site landscaping, open space, wildlife habitat, screening, and/or buffers, to the extent known;
  9. Site topography at a contour interval of ten feet or less;
  10. Critical areas and critical area buffers regulated pursuant to Chapter [17.70](#)—Critical Areas;
  11. Drainage ways and culverts;
  12. Site area targeted for further harvest including proposed timing, if applicable;
  13. North arrow and scale shall be shown on all site plans. The scale shall be no smaller than one inch to one hundred feet;

14. A watering plan is required for tree preservation plans that propose new tree plantings. The plan must provide for adequate watering of the newly installed trees at the time of planting and through the dry periods (typically May — September) for a minimum of three years. Some situations (infill in existing forested area where new trees are planted in the fall rainy season) may require only limited watering; and

15. A root protection plan is required; see Section [16.50.130](#).

B. Information utilized in tree preservation plans shall be prepared by an ISA certified arborist.

C. *Field Marking of Site Features*. At the time of submittal of any application required pursuant to this title, the following features shall be clearly marked at the site with flagging by the applicant:

1. The location of any identified critical areas and critical area buffers regulated pursuant to Chapter [17.70](#) - Critical Areas;
2. The centerline of all proposed access roads;
3. Property boundaries; and
4. Encircle trees to be saved with an orange fence with signs “to be saved.”

D. The planning director may waive specific tree preservation plan contents that are determined to be unnecessary for review of the particular tree removal activity. In such event, the director shall document the waiver in the project file or project log. (Ord. 2756 Att. F, 2006)

## 16.50.070 Tree conservation standards.

A. *Minimum Tree Density—New Uses on Vacant or Redeveloping Lots*. This section promotes tree conservation by establishing minimum tree density requirement, expressed as one tree unit per one thousand square feet. It is intended that the tree density requirement will be met primarily through the conservation of existing trees. However, in order to provide for continued flexibility in the design of new development, in those situations where a development’s design would preclude the retention of the required number of trees, the use of replacement or supplemental tree planting is authorized.

B. *Sites with Insufficient Tree Cover*. It is recognized that some sites may not contain a sufficient number of existing trees to meet the tree density requirement. In those situations, additional trees shall be planted as necessary to achieve the requirements of this chapter, unless off-site mitigation is followed.

C. *Off-Site Mitigation*. Where an applicant cannot provide sufficient on-site benefits, off-site mitigation, based on the recommendation of the tree commission, may be approved by the city council. Where off-site mitigation is used, the remaining balance of trees must be planted at an off-site location approved by the parks department. Where the site is city-owned property, the public works or parks departments must also approve the tree planting. Acceptable off-site locations, in general order of priority, are as follows:

1. Publicly owned parks or recreational facilities within the city of Anacortes;

2. Publicly owned land in the city of Anacortes including, but not limited to: critical areas, regional stormwater facilities, or wildlife corridors. Similar lands owned by non-profit entities which are reserved in open space also qualify;
3. Public school sites within the city of Anacortes;
4. Street rights-of-way adjacent to city facilities or adjacent to private property when approved by the property owner (street trees);
5. Other mitigation or restoration sites managed by other public entities or private conservation groups;
6. Other sites proposed by the applicant, when it is documented that higher priority sites are not available or viable.

D. *Tree Density Requirements.*

1. All regulated activity shall ensure that the following tree density shall be achieved and maintained during and after development: one tree unit per one thousand square feet;
2. *Calculation of the Total Tree Units Required.* The total number of tree units required to be provided by a regulated project or tree conservation permit approval listed in Section [16.50.100](#) shall be calculated by dividing gross site area, minus any public or private street rights-of-way, by one thousand Table 16.50.120(D). The result of the calculation will be the total number of tree units required for the project approval within the building site.
  - a. The tree unit calculation shall include retained or newly planted trees within the site as well as newly planted street trees located in contiguous public rights-of-way or alleys.
3. *Tree Unit Credits.* The number of tree unit credits given for retaining existing trees or the planting of new trees varies with tree size in order to encourage the retention of large existing trees and the planting of replacement trees that provide greater canopy areas at maturity. Tree unit credits for the retention of existing trees and the planting of new trees shall be assigned as follows:

Table 16.50.070(D)3 Tree Unit Credits\*

Tree Size Category	Tree Unit Credits
Existing tree 2" to 5" d.b.h.	1 tree unit per tree retained and protected
Existing tree 5.1" to 10" d.b.h.	2 tree units per tree retained and protected
Existing tree 10.1" to 25" d.b.h.	5 tree units per tree retained and protected
Existing tree 25.1" d.b.h or larger	8 tree units per tree retained and protected
New or replacement tree	1 tree unit per tree planted See Section <a href="#">16.50.080(B)</a>

\* See diagrams for definition of multi-trunk tree on Page 3, Figure 1.

(Ord. 2756 Att. F, 2006)

## 16.50.080 Standards for trees to be retained or planted.

A. *Health and Quality of Trees Proposed for Retention.* Trees proposed for retention must meet the following minimum standards in order to be credited towards satisfying the tree density requirements of this chapter:

1. Healthy trees over twenty-four inches in diameter at d.b.h. or that are over one hundred years of age shall be priority trees for preservation. Priority trees should only be removed if their retention is not feasible (e.g., within footprint of likely future building area and not reasonable to modify building size or footprint);
2. Retained trees shall be predominantly dominant or codominant trees (meaning fully branched and generally proportional in height and breadth for the tree age);
3. Retained trees must be healthy and have no substantial evidence of disease (unless identified as a habitat tree per subsection 8 below), meaning that retained trees shall have a relatively sound and solid trunk with no extensive decay or hollow and no significant trunk damage, and should have no significant crown damage;
4. Trees should be selected for retention based upon a consideration of windthrow potential, wildlife value, aesthetics, and integration into other existing vegetation in the surrounding community compatible with future development;
5. Retained trees should be clustered wherever possible to maximize habitat value and to minimize windthrow. Strips of trees along a site's perimeter boundaries should be carefully evaluated for windthrow potential by an ISA certified arborist;
6. Trees being retained in environmentally sensitive areas and associated buffers may be applied to tree unit credit requirements;
7. Trees must be windfirm upon completion of development activities (no significant root damage);
8. Trees identified as having significant wildlife value shall be priority trees for preservation regardless of the health or state of the tree (such as trees with broken crowns ideal for eagle perching or snags, especially along shoreline bluffs), so long as such trees are not a danger to nearby buildings as determined by the planning director.

B. *Health and Quality of Trees Proposed for Planting.* Trees proposed for planting must meet the following minimum standards in order to be credited towards satisfying the tree density requirements of this chapter:

1. Each tree shall be healthy stock and carefully planted in a three-foot or larger hole in good, appropriately fertilized topsoil;
2. Each required deciduous tree shall have a minimum of two-inch caliper within six inches of ground at time of planting;
3. Each required evergreen tree shall have a minimum height of eight feet at time of planting;

4. Trees planted shall include a mix of coniferous and deciduous trees. At a minimum, thirty percent of the trees planted shall be coniferous;

5. To avoid potentially unhealthy monocultures, the total number of any individual species of replacement tree planted shall not exceed thirty percent of the same species or thirty-five percent of the same genus of the total number of all replacement trees planted.

a. For example, red maple (*Acer rubrum*) and silver maple (*Acer saccharinum*) are two different species, but they are the same genus, *Acer* (maples). Many pests would not distinguish between a red maple or a silver maple, but those that feed on maples probably will not attack oaks or firs;

6. Where possible, required trees should predominantly be selected from the native tree species. The city planning department will maintain a list of native tree species. (Ord. 2756 Att. F, 2006)

#### 16.50.090 Residential development tree location requirements.

A. *Tree Locations Outside Residential Lots.* Proposed residential subdivisions, short plats, planned unit developments, and condominium projects, shall locate a minimum of twenty-five percent of the newly planted trees within areas of land separate from residential lots. Such areas include, but are not limited to open space areas, tree buffers, critical areas, stormwater tracts, streets, and along alley rights-of-way.

B. *Tree Locations Within Residential Lots.* Other trees proposed for residential developments subject to this chapter shall be located within the required side, rear, or front yard areas in order to minimize development related conflicts, unless otherwise approved by the planning department. When these lots or building sites are located adjacent to protective tracts (such as park, stormwater, or environmentally sensitive areas), the preferred location of the trees is adjacent to these areas.

C. *Supplemental Trees Required for Residential Development.* Where proposed residential subdivisions, short plats, planned unit developments, and condominium projects, require new tree plantings (cannot meet minimum tree density through tree retention alone); new tree plantings may occur after final plat approval, but shall occur in compliance with the tree preservation plan prior to issuance of the final occupancy permit for each lot or condominium unit as it is developed. In such cases the face of the final plat or condominium site plan shall indicate that lot or condominium owners will be responsible for tree plantings prior to final occupancy permits being issued for each home or condominium; bonding is an acceptable alternative; bonding is an acceptable alternative. (Ord. 2756 Att. F, 2006)

#### 16.50.100 Protection of trees before, during and after development.

A. All trees proposed for retention, supplemental tree plantings, and trees on adjacent property shall be protected before and during site development and construction through adherence to the following requirements:

1. Approved tree protection areas shall be designated in the field prior to the initiation of any clearing or grading per tree preservation plan established by a certified arborist. Tree protection areas shall remain in place through site development until project completion, or earlier with prior authorization by the planning director.

2. A tree protection area shall be designed to protect each tree or tree stand during site development and construction. The tree protection areas shall conform to the approved tree preservation plan.
3. Ideally, tree protection areas should extend to the drip line of the tree plus six feet. However, in many instances, this will not be possible due to site constraints. Tree protection areas shall be as large as feasible given site constraints and the nature of the project.
4. Tree protection areas shall be clearly shown on all applicable site development, preliminary plats, and construction drawings.
5. Tree protection areas shall be designated through the following minimum standards:
  - a. Chain link or other type of sturdy construction fencing attached to posts set in the ground a minimum of twelve inches and spaced no more than ten feet apart; and
  - b. Colored tape, ribbon, and other identification tags attached to protected trees.
6. Methods to provide additional protection for tree roots include:
  - a. Placing layers of protective mulch, six inches — two feet deep, over tree roots to help avoid soil compaction over roots that may be subject to nearby equipment use. Once construction is complete, excess mulch shall be removed leaving a maximum of two inches mulch cover over pre-existing grade. Then soil should be aerated by drilling holes.
  - b. Tunneling under root systems or circumventing the roots instead of cutting across them.
  - c. No toxic chemicals shall be used in tree protection areas.
7. No clearing, grading, filling, operating of heavy equipment, trenching, or other development activities shall occur within tree protection areas. Tree protection areas may only be modified or temporarily relocated with the prior written approval of the planning director.
8. The planning director may approve the use of alternate tree protection techniques if the above standards would create an undue hardship upon the applicant (such as designating buffer boundaries for large sites over an acre) and if the trees will be protected to an equal or greater degree than provided by this chapter. (Ord. 2756 Att. F, 2006)

**16.50.110 Tree conservation affidavits—Development on sites with prior approved tree preservation plans.**

*A. Tree Conservation Affidavits for Sites with Previously Approved Tree Preservation Plans.* Site development and other activities involving tree removal proposed on property which is subject to a previously approved tree preservation plan shall be required to complete only a tree conservation affidavit. Tree conservation affidavits verify that tree retention areas will be marked, protected and located during subsequent development activities. They are also used to ensure the installation of any trees on a lot required by a prior approved tree preservation plan.

1. For example, a preliminary plat approval may require street trees to be installed prior to final plat approval but may defer individual tree plantings on individual residential lots when each lot is developed with an individual

home. In such a case, the trees would be planted consistent with the tree preservation plan for the plat but installed prior to final occupancy of the home. (Ord. 2756 Att. F, 2006)

#### 16.50.120 Review of tree preservation plans and affidavits.

A. The planning director shall review all tree preservation plans and affidavits to ensure compliance with the requirements of this chapter prior to the approval of any associated development permit or application.

B. *Tree Conservation Affidavits.*

1. Applicants that are required to complete a tree conservation affidavit as a condition of development approval shall be provided the necessary forms prior to approval of the building or other project permit. The tree conservation affidavit shall include any conditions regarding tree protection and/or planting that apply to the particular property being developed.

2. The city of Anacortes shall not issue building, site development, or other permits for development until such time as the tree conservation affidavit has been completed.

C. *Tree Preservation Plans.*

1. Tree preservation plans shall be reviewed by the department. Upon completion of its review, the department shall take one of the following actions:

a. Approve the tree preservation plan, with or without conditions; or

b. Disapprove the tree preservation plan, indicating deficiencies to the applicant. If the tree preservation plan is determined to be deficient, the applicant shall be notified in writing of the deficiency and shall be provided the opportunity to modify the plan as necessary to comply with the provisions of this chapter.

2. Tree preservation plans shall be reviewed by the department prior to the approval of the associated underlying permit or application. The underlying permit may not be approved until such time as the Department has approved the tree preservation plan.

3. The tree preservation plan shall be incorporated by reference in any approval issued for the underlying permit or application. Compliance with the tree preservation plan shall be a condition of such approval.

D. The property owner shall be required to record a notice with the Skagit County Auditor. The notice shall provide a public record of any approved tree preservation plan and tree conservation areas; the application of this title to the property; and that limitations on actions in or affecting the property may exist.

E. With the exception of minor vegetation disturbance to allow surveying and necessary technical studies, tree removal activities pursuant to the tree preservation plan shall not begin until the concurrent project permit application has been approved. (Ord. 2756 Att. F, 2006)

16.50.130 Tree maintenance requirements.

A. *Three-Year Maintenance Agreement.* As a condition of final approval, the following project permit approvals shall demonstrate that a minimum three-year maintenance agreement exists with a commercial landscape care company, or other entity approved by the director, addressing the following:

1. Newly planted trees in street rights-of-way (street trees), common areas, stormwater ponds, and tree buffers (excluding trees on private single-family residential lots, which are the homeowners responsibility). (Ord. 2756 Att. F, 2006)

16.50.140 Minor modifications to approved tree conservation permit approvals or tree preservation plans.

A. Minor modifications to an approved tree conservation permit approval or tree preservation plan may be approved administratively by the planning director provided the proposed modification is minor in nature, does not increase the overall area of tree removal, does not change the overall number of trees removed, or result in tree removal activities occurring within an environmentally sensitive area, critical area buffer, or tree retention area. The submittal of an amended tree preservation plan meeting the requirements of this chapter may be required. Any modification exceeding these thresholds shall require a subdivision modification pursuant to Title [16](#) of the AMC new application and associated fees. (Ord. 2756 Att. F, 2006)

16.50.150 Enforcement.

A. The regulations for enforcement of this chapter are set forth in Chapter [17.66](#), with the penalty in Section 17.66.010(D)(2)(a) set at five thousand dollars per tree plus mitigation according to Section [16.50.120\(C\)\(3\)](#). An additional one thousand dollars per tree credit unit will also be charged. Money from illegally cut timber shall go to city tree keeper fund to pay for and plant replacement trees throughout the city. (Ord. 2756 Att. F, 2006)

16.50.160 Liability of the city.

Nothing in this chapter shall be deemed to impose any liability upon the city or upon any of its officers or employees, or to relieve the owner or occupant of any private property from the duty to keep in safe and healthy condition the trees upon his or her property. (Ord. 2756 Att. F, 2006)

16.50.170 Tree conservation affidavit form.

**Tree Conservation Affidavit**

BUILDING PERMIT/SITE DEVELOPMENT PERMIT NO. \_\_\_\_\_

THIS PERMIT AUTHORIZES \_\_\_\_\_  
TO BEGIN \_\_\_\_\_  
IN \_\_\_\_\_ SUBDIVISION OR AT THE FOLLOWING ADDRESS:  
\_\_\_\_\_.

THE AUTHORIZED PERSON ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE FOR TAKING ADEQUATE STEPS TO:

1. Protect the tree retention areas on this lot as identified in the tree preservation plan (normally the front, rear, and or side yard areas) in accordance with the standards of Chapter [16.50](#) — Tree Conservation.
2. Field locate, mark, and protect all tree conservation areas on the site during construction. Marking shall consist of tape, ribbon, or tags attached to the retained trees and protective fencing secured by posts set at least 12" into the ground installed in accordance with the requirements of [16.50.150](#). All tree identification and fencing shall be installed prior to site development and construction and shall remain and be maintained until home construction is 100% completed.
3. Install any trees on the lot required by the approved tree preservation plan.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN THE ISSUANCE OF A STOP WORK ORDER OR OTHER CITATIONS.

CITY OFFICIAL \_\_\_\_\_ APPLICANT \_\_\_\_\_

EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_.

NOTE: DISPLAY THIS PERMIT AT THE MAIN POINT OF ACCESS AND VISIBLE FROM THE STREET.

(Ord. 2756 Att. F, 2006)

**The Anacortes Municipal Code is current through Ordinance 3092, and legislation passed through July 26, 2021.**

Disclaimer: The city attorney's office has the official version of the Anacortes Municipal Code. Users should contact the city attorney's office for ordinances passed subsequent to the ordinance cited here.

**Note:** This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

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[Code Publishing Company](#)

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: c. Discussion of 3rd and Glencoe  
Park Entrance

**FROM: Mick Monken, Interim Public Works Director**

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**SUMMARY STATEMENT**

On the unimproved section of SE 3<sup>rd</sup> Avenue, vehicles have been using this unimproved right of way (ROW): for Volunteer Park recreational parking; automotive play area; after dark gathering and meet up place; and as a general hangout after dark. This investigation action was initiated following a concern submitted (17 Sept 2021) from a resident adjacent to this ROW citing inappropriate activities and associate vandalism and littering (Attachment 1-Exhibit B).

**BACKGROUND**

The initial review of this was undertaken by the Police Department with a meeting with the complainant resident. Public Works was brought in as this was in a public right of way. A site visit was performed, and several areas of concerns and possible enhancements were identified. As this action may involve the Council, they were notified on this matter via email on 28<sup>th</sup> September 2021. This included that a public process to ensure the public have the opportunity to review and comment before a road closure is considered for implementation.

A concept plan was developed and reviewed by the Fire, Police, PSE, and Public Works. With the comments received, the plan was updated. An Engineering Analysis (Attachment 1) was performed to review this matter and identified that the closure of this unimproved road segment will not degrade or restrict any function of the city's roadway system to vehicle travel, will help to deter unwanted gatherings, and will improve pedestrian safety along this section of unimproved right-of-way. The support information that made this conclusion is contained within the Attachment 1.

The Public Outreach went out on 7 October 2021. This has included: 1) Public Notice sign posted on site; 2) direct outreach to the North Whidbey Little League via phone and email; 3) creation of a information web page; 4) setup of a public comment questionnaire; 5) direction contact with the Whidbey Recreation director via phone and email. The comments period ends on the 28<sup>th</sup> of October 2021. As of 20<sup>th</sup> October, 13 comments have been received. This will be assembled and presented as a complete listing following the closure.

**PARKING CONCERNS**

Staff recognized that parking for the sports field may be a concern and needs a separate study. This is work in progress and is not completed as of this date. However, the work that has been performed is at a level that does have value for discussion at this meeting.

## Parking Spaces

The analysis on parking needs begins with an inventory of parking spaces at Volunteer Park, public school parking, and on street parking. This does not include parking on the SE 3th Avenue ROW. A diagram is shown in Attachment 3 and summarized in the following table:

Location	Parking Spaces
<b>Volunteer Park on site</b>	<b>88</b>
Public School hard surface	93
East Adjacent public street	73
West Adjacent public street	56
<b>TOTAL Spaces</b>	<b>310</b>

It needs to be noted that the estimate of on street parking is likely to be more. This is because parking spaces were measured to be large enough to accommodate a full size SUV or pickup truck.

## Pedestrian Travel Time

These spaces are all within 1,000 ft or less to the center of Volunteer Park. According to national standard guidelines, the Manual of Uniform Traffic Control Devices (which Oak Harbor uses), it is recommended at a pedestrian speed of 4 feet/second (approximately 2.7 mph) be used. Using this speed, traveling 1,000 feet would take around 4 minutes from the further parking space.

## Parking Space Availability

Volunteer Park has three ballfields and a skate park. According to Beacon Athletics – space needs for Ball Parks, the minimum standard per ball field is 20 parking spaces. For the skate park, there is not a set standard so an assumption used during the peak usage 15 parking spaces. The total, using these numbers is 60 spaces for the ballfields plus 15 for the skate park for a total of 75 parking space need at peak usage.

In this study a conservative approach was used. For example, ball fields used 30 parking spaces per field, skate park used 23, and the recreation center used nearly 80% of the parks parking lot. It also assumed that ballfield 50% of the prior ball field users stayed parked when new users arrived. This is shown in the following table:

Description	Parking Spaces	Notes
<b>Total Parking Spaces Available</b>	<b>310</b>	<b>Park, on-street, and schools</b>
All ball fields and skate park in use	113	75 spaces plus 50% additional
Other facility users	50	Swimming pool and other recreation

Early and late arrivals	57	Vehicles show up early or leaving late
Vehicles parked on street	26	Resident parking at 20%
<b>Estimate available spaces at peak usage</b>	<b>64</b>	About 21% available

This shows that approximately 21% or 64 parking spaces potential are available.

### Parking Space Potential on SE 3<sup>rd</sup> Avenue

Follow general engineering practice, a designed parking lot requires 360 square foot per vehicle. This includes the driving lane and some room to maneuver. If the entire unimproved ROW is used for parking, this would fit about 16 spaces (using a standard design) and likely more if vehicle clutter tightly. Under the current ROW conditions, this is 18 feet of gravel in the center and approximately 21 feet of grass along both sides where vehicles would park. This does not include any pedestrian facilities.

### **PROPOSED ENHANCEMENTS**

If the unimproved ROW is closed to vehicles, recycled bollards would be placed along the west end. The bollards in the middle would be removable for maintenance. The right of way would be open only for pedestrian movement. This layout is provided in Attachment 1 Exhibit A. Cost of material will be for two signs.

### **CONCLUSION**

SE 3<sup>rd</sup> Avenue is the only west pedestrian access to Volunteer Park. During the usage of the field, attendees parking along SE Glencoe use this ROW for access. The reason for considering closing SE 3<sup>rd</sup> Avenue is based on pedestrian safety, to address undesired activities, and not allowing a public right of way to be used as a public parking lot in a residential neighborhood. It is estimated that there is sufficient parking if SE 3<sup>rd</sup> is closed to vehicle. Also, there is the potential to gain additional parking within Volunteer Park property to address parking concerns. A concept is shown in Attachment 4.

*Staff has no recommendations until the public comment period has closed and the comments have been reviewed. Public comment period closes on the 28<sup>th</sup> October 2021.*

### **ATTACHMENTS**

1. [Engineer Analysis](#)
2. [Email to Council - September 28, 2021](#)
3. [Existing Parking - Volunteer Park](#)
4. [Potential Additional Parking](#)

**ATTACHMENT 1**

**City of Oak Harbor  
Engineer Division  
ENGINEER ANALYSIS**

**Date:** 4 October 2021

**SUBJECT: SE 3<sup>RD</sup> AVENUE VEHICLE ACCESS CLOSURE - PROPOSED**

**PREPARED BY: Mick Monken, PE,  
Interim Public Works Director**

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**SUMMARY STATEMENT**

A vehicle access road closure of SE 3<sup>rd</sup> Avenue, east of SE Glencoe Street, is being proposed to address safety concerns and to restrict vehicle access onto an unimproved segment of public right-of-way. This effort is considered a safety action to: 1) remove parking on this segment of road to reduce conflicts with pedestrians during park events; 2) eliminate after dark activities and gatherings; 3) provide a streetlight for after dark pedestrian usage; and 4) close off an unimproved right of-way to vehicle usage.

This Engineer Analysis was performed to provide background support to this action. This analysis is provided in this document.

**EXISTING CONDITION**

SE 3<sup>rd</sup> Avenue is an unimproved 60-foot right-of-way with a center gravel section approximately 18 feet wide with grass lawn edges on both sides. Along the north area is a shallow drainage swale. On the west termini, SE Glencoe Street has a Tee intersection with the west leg and no delineation from the unimproved section to the east. On the east termini abuts Volunteer Park and allows no vehicle access.



Along both adjacent edges are private residential properties with fences and not identified legal vehicle accesses. This road segment is Volunteer Park's west access point.

## **ANALYSIS**

### **Action 1. Remove parking on this segment of road to reduce conflicts with pedestrians during park events**

Volunteer Park has a single west side pedestrian access point that terminates at the east end of SE 3<sup>rd</sup> Avenue. This always has unrestricted pedestrian access. During events, such as league activities on the park's ballfields, this unimproved segment of SE 3<sup>rd</sup> Avenue is used for vehicle parking along both sides of the right-of-way. From information gather from the Police Department and a citizen user, this is very crowded, and congested during ingress and egress. Parking occurs on the grass on both sides of the right-of-way. At these events, parking occurs along the shoulder of the improved sections of SE 3<sup>rd</sup> Avenue and SE Glencoe Street. The pedestrian movement from the event parking, and any local pedestrian movement access the park along the unimproved right-of-way. This generates conflicts between vehicles and pedestrians. In addition, this section of roadway does not provide for parking, safe turn arounds, and shared pedestrian movement.

The proposed installation of the bollards will restrict vehicle access while allow for unrestricted pedestrian movement.

### **Action 2. Eliminate after dark activities and gatherings**

It has been reported by local residents, and supported by the Police Department, that segment of right-of-way draws undesirable activities and group gatherings near the east end. This currently has no street lighting and is very dark following sunset.

The proposal is to add a new streetlight to the existing power pole and to remove the concrete blocks. The removal of the blocks will remove sitting area and eliminate the hard surface for graffiti.

### **Action 3. Provide a streetlight for after dark pedestrian usage**

The west pedestrian access to Volunteer Park terminates at the east end of the unimproved segment of SE 3<sup>rd</sup> Avenue. There is a light at the west end and no lighting on the east end. Pedestrians traveling after sunset must pass through a dark section on the east end.

A new streetlight will be installed onto an existing utility pole.

### **Action 4. Close off an unimproved right of-way to vehicle usage**

While this section of SE 3<sup>rd</sup> Avenue has a gravel section, it is not an improved roadway and provides no connection to the park for vehicles. In addition, there are no legal, or existing vehicle accesses to the two adjoining private residential properties. Regarding emergency access, both the Fire Department and Police Department have determined that that the closure would not be required to provide services. Since the roadway has no vehicle access needs, vehicle connectivity, no need for emergency access route, nor improvements for parking, and is an existing pedestrian route, this section of roadway serves no vehicle purpose.

The proposed closure will restrict vehicle access onto this section of right-of-way.

### **OTHER CONSIDERATIONS**

While not part of this analysis, the gravel section does require maintenance as vehicle activities can result in potholes and gravel material tracked onto SE Glencoe. The lawn areas and drainage swale require occasional repairs from vehicle parking and movements. Closure will significantly reduce this need.

The proposed closure will consist of the installation of 8x8 inch wood bollards. These will be space 4 feet apart and offset the edge of SE Glencoe by 10 feet (WSDOT shy distance). The center bollards will be removable to allow for maintenance/service access. The streetlight will be a standard “100 watt” equivalent LED light that will activate by light sensors.

### **CONCLUSION**

This Engineering Analysis finds that the closure of this unimproved road segment will not degrade or restrict any function of the city’s roadway system to vehicle travel, will help to deter unwanted gatherings, and will improve pedestrian safety along this section of unimproved right-of-way.

### **CITY ENGINEER APPROVAL**

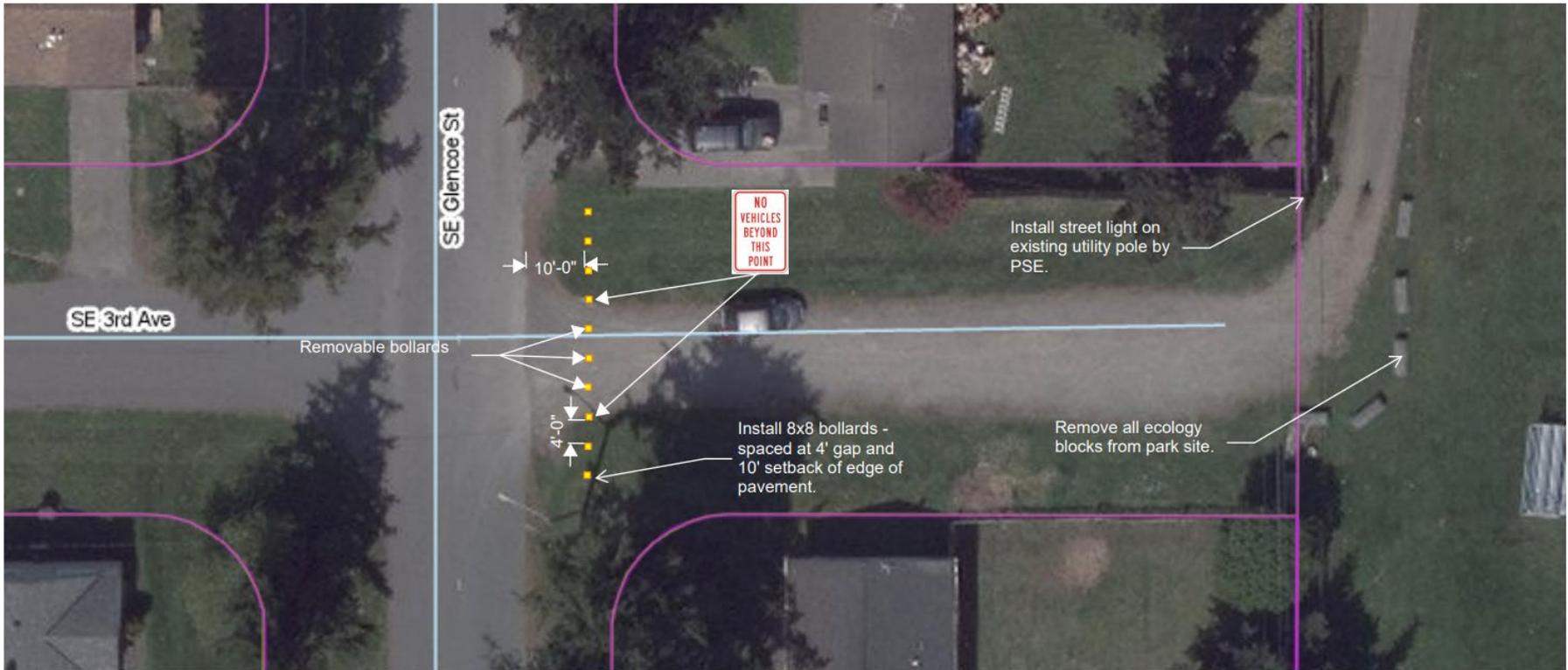
This document is approved for construction.

Alex Warmer, PE

### **EXHIBITS**

- A Proposed SE 3<sup>rd</sup> Avenue Closure
- B Formal citizen submittal

**Exhibit A**



**SE 3RD AVENUE CLOSURE  
East of SE Glencoe Street**

Revision: 30 Sept 2021



## **Exhibit B**

Submitted on 17 September 2021

Submitted by anonymous user 73.83.213.210

### Question/Comment

To whom it may concern,

At the corner of SE Glencoe and SE Third Ave there is a dead end street made of gravel, rocks, etc. that leads to the city softball fields, skate park, pool, fire station, and elementary school. This street provides NO lighting at night and is a hub for kids to hang out and do whatever it is they please. I have found trash littered around the street, bottles of vodka and fireball, vape pens and more. The city garbage drivers empty the can but nothing ever makes it into the can as its littered throughout the skate park, softball fields and the wind carries it into the residential neighborhood. I have called the local Police Department a few times now due to kids hanging out in the dark over at the field and on that street. The PD responded, showed presence and notified me that they can be there until 10pm when the park closes. If the area is pitch black, why would it make any sense to keep it open up past dusk as nothing good will come of that? The city provides fencing that separates the park from the neighborhood. The fencing is old and outdated and the portion right next to the dead end street (my backyard) has been graffitied. After talking to several of the neighbors, they have the same complaints. I installed a spot light and security camera at the front of my house to try and deter foot traffic and activity. My neighbor recently asked for camera footage as their house got egged by some kids and come to find out that the family that lived in my house (286 SE Glencoe) moved due to the wife having a small child and having the same concerns. Lastly, the kids that park their cars and go to the skate park exceed the speed limit down the road and rocks and pebbles fly up. Its about 50 yards of road but to them, it's like off-roading (SE Third AVE). Not to long ago a city truck backed into that road, lifted it's bed and dumped rocks on SE Third Ave. After contacting Parks service, they do that to maintain the gravel/rocky road but if they would come out and inspect it they would see that some of the rocks are the size of softballs and bigger. There is supposedly a chain that blocks that access road off but it has not been there since I moved in six months ago. I even see the city maintenance vehicles fly through there and pray they do not hit any kids. Most of my previous statements are all about the children and kids who frequent the area and cause problems but there have been a few individuals who seem to be under the influence of substances that are older than the age of 18. They have not caused any problems for me personally besides talking and screaming to themselves as they walk through the neighborhood, but could be a problem for the children and families that use the facilities.

Solutions:

Pave SE Third Ave and put a speed bump at the beginning of the road.

Straighten the concrete slabs to make the barrier an actual barrier.

Replace the missing chain that is suppose to block the access road or install a cattle gate with lock.

\*\*\*Street lights would GREATLY mitigate any illegal activity during the hours of dusk to dawn.\*\*\*

Camera system entering and exiting the park with built in night vision.

Replace the residential trash can allotted for the park to actual park trashcans that are stationary.

I understand that this will not happen over night but if the city and the residents work together, anything is possible. Thank you for your time.

If applicable address, parcel number, or location of request 286 SE Glencoe St

## Attachment 2

**From:** [Blaine Oborn](#)

**Sent:** Tuesday, September 28, 2021 4:28 PM

**To:** [City Council](#); [Robert Severns](#)

**Cc:** [Mick Monken](#); [Sabrina Combs](#)

**Subject:** FW: SE 3rd Ave east of SE Glencoe

Mayor and City Council

Interim Public Works Director Mick Monken has prepared the below Council Brief regarding the SE 3rd Ave east of SE Glencoe issue. You have already been briefed on his leadership in completing the New Crosswalk at SW Beeksma Drive saving the City \$30,000 in consulting fees. Mick is also providing leadership and expertise in other areas.

Thanks,  
Blaine

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**From:** Mick Monken <mmonken@oakharbor.org>

**Sent:** Monday, September 27, 2021 3:24 PM

**To:** Blaine Oborn <boborn@oakharbor.org>

**Cc:** Robert Severns <rseverns@oakharbor.org>; Alex Warner <awarner@oakharbor.org>; Kevin Dresker <kdresker@oakharbor.org>

**Subject:** RE: SE 3rd Ave east of SE Glencoe

### **Brief for Council:**

The City had received complaints from local residences regarding concerns of gathering of individuals along SW 3<sup>rd</sup> Avenue, east of SE Glencoe, during night hours. This section of SW 3<sup>rd</sup> is an undeveloped right-of-way that connects to Volunteer Park and the skate park. The concerns are that this is a meet up location of non-local individuals, it is a dark location, and that some of the individuals have been confrontational when approached by local residents. It is believe that some of the confrontations have resulted in vandalism.

The Police and Public Works have both responded to a representative of the local neighborhood and have visited the site. Both agree that this section of right-of-way needs enhancement to improve the safety of this area.

Current enhancements under consideration are:

1. Installation of a street light at the east end of SE 3<sup>rd</sup> Avenue on the existing north east utility pole. This would be a dusk to dawn activate light.
2. Installation of a security camera. This is a budgeted item as part of the skate park.
3. Restricting vehicle access on SW 3<sup>rd</sup> Ave east of SE Glencoe. This would provide for only pedestrian with possible opening during City approved events. The closure would be done through the use of wood bollards recycled from Windjammer Park.
4. Removal of the ecology block at the park entrance. This would eliminate surfaces for sitting and graffiti.

This section of roadway does not provide any legal access (such as a legal driveway) and does not provide connectivity to a vehicle facility. So closure to vehicles not restricting any access. Some park users have used this unimproved street for parking. This occurs on grass area and is not desirable for pedestrian travel.

As this is a public right of way, and has been open to vehicle access, the City will be exploring what process will

be needed to ensure that the public has the ability to review and provide comments before a closure action is considered. This is proposed to include posting of a "Proposed Action" sign and direct contact with the local residence in the area of the SE 3<sup>rd</sup> Avenue ROW will be contact.

Attached is a draft concept plan that shows the proposed closure/vehicle restriction. This layout has been reviewed and is acceptable by the Fire Department. Following a public comment period, action could occur in November/December this year.

**ATTACHMENT 3**



ATTACHMENT 4



City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: a. Transportation Benefit District  
(TBD) Update

**FROM: Mick Monken, Interim Public Works Director and Alex Warner, City Engineer  
Engineering**

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**SUMMARY STATEMENT**

The City of Oak Harbor residents passed the Transportation Benefit District initiative in November 2019. For the past two years the City has contracted with Island County to perform the Transportation Benefit District Projects which provided asphalt overlays and chip sealing to local residential streets. We intend to contract with Island County for the 2022 Transportation Benefit District Projects.

The 2020 TBD generated \$793,323.14 in revenue. These projects chip sealed 11.2 lane-miles and overlaid 1.1 lane-miles of local streets at the cost of \$317,315.92. The ending balance for the 2020 TBD was \$476,007.22.

The 2021 TBD is projected to generate over \$800,000. These projects overlaid 1.5 lane-miles of local streets at the anticipated cost of approximately \$250,000. We are awaiting the invoice from Island County to determine the final cost. Additional lane-miles of streets were intended to be overlaid, but it was determined that the condition of AC watermains under these streets could cause water leaks. It was decided to plan to replace these AC watermains prior to overlaying these streets. The ending balance for the 2021 TBD is anticipated to be approximately \$550,000.

The 2022 TBD revenue is budgeted at \$824,000. The 2022 TBD projects intend to chip seal approximately 6 lane-miles and overlay approximately 3.6 lane-miles of local streets. The anticipated cost of this is approximately \$500,000.

**ATTACHMENTS**

1. [1. TBD Map, 2020-2022](#)



City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: **b. NE 7th Avenue Reconstruction**  
Update

FROM: Alex Warner, City Engineer

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**SUMMARY STATEMENT**

NE 7<sup>th</sup> Avenue Reconstruction project is a grant and local funded project that will reconstruct the roadway and construct corridor improvements including continuous sidewalk, bicycle facilities, street lighting and enclosed storm drainage from N Oak Harbor Street to SR 20.

Two conceptual designs were presented to City Council at the September 22, 2021 workshop. Option 1 consisted of a two-lane roadway with bike lanes and sidewalks on both sides. Option 2 consisted of a two-lane roadway with a shared use path for pedestrians and bicycles on the south side of the road. In this option the sidewalk on the north side of the road was not continuous. City Council expressed their preference for Option 1. A request was made to eliminate the three-foot wide landscape strip between the road and the sidewalk.

A modified Option 1 has been prepared for City Council. This option is the same as Option 1 except that the landscape strip has been replaced with a wider sidewalk. Staff is looking for support of City Council to move forward to the 60% design.

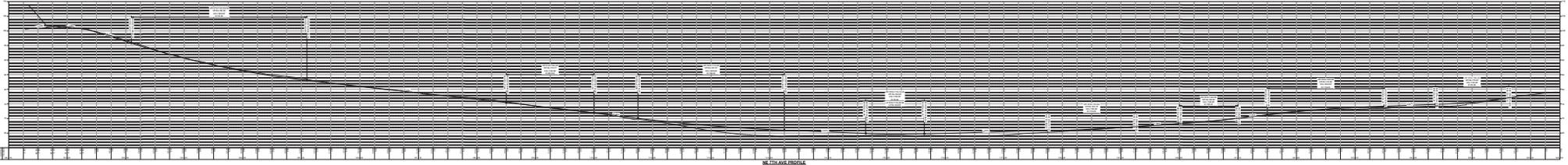
**ATTACHMENTS**

1. [Modified Option 1 Layout](#)
2. [Modified Option 1 Sections](#)

OPTION 1  
SIDEWALK

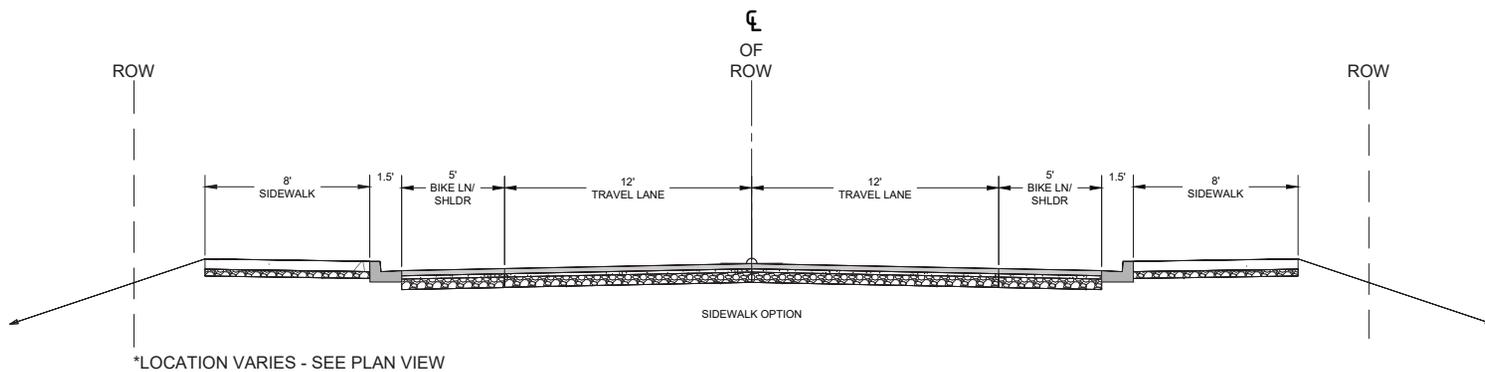
**LEGEND:**

PAVEMENT	
SIDEWALK	
EX. ROW	
WETLAND LIMITS	
APPROXIMATE DRIVE TIE IN POINTS	
POTENTIAL RAINFALL FLASHING BEACON CROSSING	

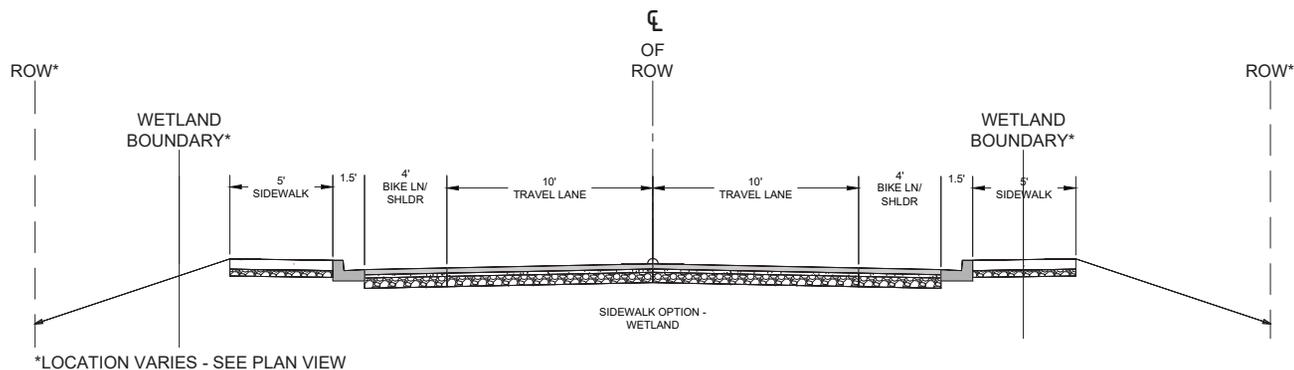


REF LIST:

20200917 - SURVEY\_ENG



\*LOCATION VARIES - SEE PLAN VIEW



\*LOCATION VARIES - SEE PLAN VIEW

CROSS SECTIONS LOOKING EAST

NO.	DATE	REVISION

**TRANTECH**  
Engineering LLC

BELLEVUE OFFICE:  
121011 NE 1st ST, STE 305, BELLEVUE, WA 98005  
PH: 425-453-5545 FAX: 425-453-6779

**811**  
Before you dig, Call before you dig.  
1 INCH SCALE BAR  
ADJUST SCALE ACCORDINGLY

CITY OF OAK HARBOR

PROJECT NO.: TT #2020026  
FED. AID NO.: N/A  
DATUM: ----  
SCALE: NOT TO SCALE  
DESIGNED BY: KVV  
CHECKED BY: DMS

DRAWN BY: KVV  
APPROVED BY: ----

**NE 7TH AVE RECONSTRUCTION**  
TYPICAL SECTIONS - OPTION 1  
REFERENCE SHEET NO.: **TS01**  
SHEET 1 OF 2

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: a. WAVE Internet Services for  
the City - Update

**FROM: Communications/IT Manager Sabrina Combs and Central Services Supervisor Sandra Place**

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**SUMMARY STATEMENT**

The City Council approved the contract with WAVE Business Solutions for Internet Services at their meeting of September 21, 2021, City staff from the City IT Team will provide an update on the installation of WAVE Services.

**ATTACHMENTS**

1. [WAVE Business Solutions Master Services Agreement for Enterprise Services](#)

## Attachment Two

### WAVE MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services – Governmental Customer (this “MSA”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “Provider”), and \_\_\_\_\_, a (“Customer”). For purposes of this MSA, the term “Affiliate” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “Party” and together as the “Parties.”

#### ARTICLE 1 – STRUCTURE OF AGREEMENT

**1.1 Purpose of MSA.** Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “Services”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “Service Orders,” as described in Section 1.2 below.

**1.2 Service Orders.** The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“MRC”) for the Service, and (b) any non-recurring charges (“NRC”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “Agreement.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

**1.3 Additional Documents Comprising Agreement; Order of Precedence.** If one or more Service Level Agreements are attached to this MSA as Exhibits (the “SLA”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “AUP”) which is posted on Provider’s website at <http://wavebusiness.com/commercial-AUP>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “Service-Specific T&Cs”) which is posted on Provider’s website at <http://wavebusiness.com/serviceterms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

#### ARTICLE 2 – TERM AND RENEWAL

**2.1 Term of MSA.** The term of this MSA (the “MSA Term”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

**2.2 Term of Service Orders.** The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “Renewal Term”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at

the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

#### **ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE**

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

#### **ARTICLE 4 – PAYMENT AND BILLING**

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received

by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

**4.3 Applicable Taxes.** All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

#### **ARTICLE 5 – DEFAULT AND REMEDIES**

**5.1 Customer Default.** Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

**5.2 Remedies for Customer Default.** In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

**5.3 Provider Default.** Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

**5.4 Remedies for Provider Default.** In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

#### **ARTICLE 6 – EARLY TERMINATION & PORTABILITY**

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

#### **ARTICLE 7 – CONFIDENTIAL INFORMATION**

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed

Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

**7.2 Obligations Regarding Confidential Information.** Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

**7.3 Public Records Act.** Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

#### **ARTICLE 8 – LIMITATION OF LIABILITY**

**8.1 General Limitations.** Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise

shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

**8.2 Service Level Agreement.** Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

**8.3 No Special Damages.** EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

**8.4 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

**8.5 Assumption of Risk.** PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

**8.6 Disclaimer Regarding HIPAA Compliance.** If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

#### **ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS**

**9.1 Indemnification by Customer.** Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

**9.2 Indemnification by Provider.** Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement;

and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

**9.3 Indemnification Procedures for Third-Party Claims.** Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

#### **ARTICLE 10 – FORCE MAJEURE EVENTS**

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

**11.1 Good Faith Negotiations.** Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "Dispute") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

**11.2 Governing Law.** This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

#### **ARTICLE 12 – ASSIGNMENT AND ASSUMPTION**

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

#### **ARTICLE 13 – NOTICES**

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

**If to Provider:**

Wave Business Solutions, LLC  
3700 Monte Villa Parkway  
Bothell, WA 98021  
ATTN: Business Solutions

**If to Customer:**

**With a Copy to:**

Wave Business Solutions, LLC  
650 College Road East, Suite 3100  
Princeton, NJ 08540  
ATTN: Legal Department

**With a Copy to:**

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

**ARTICLE 14 – REPRESENTATIONS AND COVENANTS**

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

**ARTICLE 15 – MISCELLANEOUS**

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2

Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer. **No**

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

*[Signatures on following page.]*Page Break

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

**CUSTOMER:**

By   
Name: *Robert T. Severns*  
Title: *Mayor, City of Oak Harbor*

**PROVIDER:**

Wave Business Solutions, LLC, a Washington limited liability company

By  
Name:  
Title:

*[The remainder of this page is intentionally left blank.]*

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021

Subject: b. IT Presentation - Phishing  
Scheme

FROM: Sabrina Combs, IT & Communications Manager

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**SUMMARY STATEMENT**

Staff will provide an update regarding the recent phishing scheme, any impacts, and tips for spotting future phishing attempts.

**ATTACHMENTS**

City of Oak Harbor  
City Council  
Workshop Agenda Bill

Date: October 27, 2021  
Subject: a. City Administrator's Report

**FROM: Blaine Oborn, City Administrator**

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**SUMMARY STATEMENT**

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

The Mission Statement is achieved by our employees in all aspects of their work. As City Administrator, I am honored to work in coordination with our staff and highlight projects, processes and accomplishments.

The City Administrator's Report for Council Workshops includes metric reports which provide consistent information monthly to City Council to reflect the unique work of each Department. From development permitting, to citizens served, these metrics show a full-service City in action. The reporting period is the complete month prior to the Council Workshop (for the October 2021 Report, the reporting period is September 1 – September 30, 2021).

If you have any questions or comments about the information contained in this Report, as always, please contact me at [boborn@oakharbor.org](mailto:boborn@oakharbor.org) or 360-279-4501.

**ATTACHMENTS**

1. [City Administrator's Report for the month of September 2021](#)



# City Administrator's Report

## October 27, 2021

### Administration Department

Reporting Period September 1 - September 30, 2021

#### City Projects

- IT Management: Cyemptive Technologies report for September 2021: 56 tickets submitted, 100 tickets resolved, 22 currently open tickets, 59.50 total hours covered by agreement, report available upon request to Communications/IT Manager Sabrina Combs.
- Website RFP: The Central Services Supervisor is scheduling demonstrations.

#### Community Support

- Special Events Permits Issued: No Special Events Permits issued

#### Communications/IT Manager

- Social Media Reporting: Facebook Pages
  - City of Oak Harbor – 4,800 followers
  - Oak Harbor Marina – 1,435 followers
  - Whidbey Island Marathon – 4,294 followers
  - Oak Harbor PD – 7,900 followers
  - The Center – 823 followers
  - Oak Harbor Fire Department – 2,612 followers
- Instagram
  - City of Oak Harbor – 1,095 followers
  - Oak Harbor Marina – 110 followers
- Twitter
  - City of Oak Harbor – 61 followers
  - Oak Harbor PD – 64 followers
  - Oak Harbor Fire Department – 877 followers
- Social Media Management: Social media policy developed, reviewed, and shared with staff who manage social media accounts.
- YouTube Channel: 229 subscribers.

#### Department Reports

- Development Services Report: project tracking
- Development Services Report: permit income
- Fire Department Report: calls for service
- Finance Utility Report: accounts per utility, delinquent accounts, receipt volume
- Human Resources Report: performance management, recruitment, staffing changes, training, wellness, workers' comp
- Marina Report: occupancy, monthly revenue
- Police Department Report: calls for service
- Public Works Report: division reports and Semrau Engineering consultant hours
- Senior Services Report: membership, passport services, meals on wheels, events



## City Administrator's Report October 27, 2021

### Development Services Department: Active Projects

Reporting Period September 1 - September 30, 2021

Project Information						Review Status		Submittals in Review	
Status	Type	Project Name	Project Location	Project Description	Permits	Waiting Response from:	Comments	Document(s)	Date(s) Received
Active	City Property	<b>Harbor Heights</b>	75 Acres located between Oak Harbor and Heller Rd., near Gun Club Rd. R13327-176-3080 R13327-231-3630 R13327-066-3300	Public Park	No permit applications at this time	Staff	City Staff working through phase 1 items		
Active	Non-Residential	<b>DNM Holdings Steel Building</b>	1181 NE 21st Street	pre-engineered steel building	Site Plan SIT-21-03 Civil Plan CIV-21-04	Applicant	Staff provided review comments 9/9/21. Meeting scheduled with applicant on 09/14/21.		
Active	Non-Residential	<b>El Cazador</b>	32195 SR 20 S7600-00-0100E-0	Proposal to renovate the east façade	Site Plan SIT-21-04 Landscape Plan PLN-21-08 Transportation Concurrency TRC-21-02	Applicant	Comments were provided to the applicant on 9/21/21. Staff awaiting updated submittals.		
Active	Non-Residential	<b>Michael Goode Annexation</b>	775 Gun Club Road, approximately 2.17 acres	Annexation of 2.17 acres		Staff	Staff working with applicant on developing an annexation agreement		
Active	Non-Residential	<b>OHHS Career &amp; Technical Education Building</b>	No. 1 Wildcat Way, R13334-180-2400	Proposed new career and technical education building	Site SIT-20-06 Civil Plan CIV-21-01 Landscape PLN-20-19 SEPA SEP-20-11 Transportation Concurrency TRC-20-04 Pre-application PRE-20-03	Staff/Applicant	Staff has approved the Site and Civil plans. Engineering is working on civil permits. The applicant submitted revised construction plans, the building department is in the process of approving and issuing permits.		
Active	Non-Residential	<b>The Vet's Animal Hospital</b>	61 SE 11th Avenue R13202-266-0450	Proposed remodel of the existing veterinarian clinic. There will be a new face to the building, additional parking and landscape added.	Pre-Application PRE-21-11	Staff		Prea-App, summary application, cover page, project narrative, pictures of existing building, pre-app requirements	9/17/2021
Active	Residential	<b>Beckett Landing Plat</b>	South of Meadow Ridge Div. 1 and North of Island Place proposed Div. 2, R13334-277-0660	22 Single Family Homes	Preliminary Plat PPL-12-02 Civil CIV-13-01 Land Clearing LND-12-03 Landscape PLN-12-05 SEPA Checklist SEP-12-0 Transportation Concurrency TRC-12-05 Pre-application PRE-12-05	Staff	Staff is currently reviewing civil plans.	Civil Plans	6/8/2021

## Development Services Department: Active Projects

Reporting Period September 1 - September 30, 2021

Project Information						Review Status		Submittals in Review	
Status	Type	Project Name	Project Location	Project Description	Permits	Waiting Response from:	Comments	Document(s)	Date(s) Received
Active	Residential	<b>Crosby Trace</b>	070 N. Oak Harbor Road R13335-390-0580	Proposal includes 10 buildings with a total of 37 units.	Revised Site Plan SIT-16-08 Revised Civil Plan CIV-16-11 Irrigation/Landscape Plan PLN-16-18 Traffic impact analysis Stormwater Site Plan	Staff	Currently in review	Revised Site Plan SIT-16-08 Revised Civil Plan CIV-16-11 Irrigation/Landscape Plan PLN-16-18 Traffic impact analysis Stormwater Site Plan Response to staff comments	8/11/2021
Active	Residential	<b>Garry Oaks Prelim Plat (under new owners)</b>	30345 SR 20, 1205 SW 24th Ave, 1155 SW 4th Ave, 30433 SR 20 and R13210-295-1480	135 Single Family Lots	Prelim plat PPL-16-01 Civil Plan CIV-16-10 Transportation Concurrency TRC-16-21 SEPA Checklist SEP-16-10 Land Clearing LND-19-05 Pre-application PRE-15-08	Staff	The applicant submitted revisions to downstream drainage analysis and response to comments.	revised downstream drainage analysis.	10.11.21
Active	Residential	<b>Hillside Preliminary Plat PRD</b>	31141 SR 20, R13203-100-3510 R13203-118-3940 R13203-180-3781 R13203-237-3701 R13203-248-3931	192 Single Family Lots	Preliminary Plat PPL-18-01 Preliminary PRD PLN-18-30 Landscape PLN-18-29 SEPA SEP-18-09 Transportation Concurrency TRC-18-2 Land Clearing LND-18-02	Staff	Staff is currently working with the applicant on Development Agreement	development agreement in progress. Model home permits in review with building	
Active	Residential	<b>Marin Woods Preliminary Plat PRD (under new owners)</b>	1292 SW Swantown Avenue	46 Single Family Lots	Preliminary Plat PPL-15-01 Preliminary PRD PLN-15-09 Landscape PLN-15-01 SEPA checklist SEP-15-09 Land Clearing LND-15-02 Transportations Concurrency TRC-15-11 Civil CIV-19-09	Staff	staff working with property owner on development agreement for water line upsize & phasing plan. The contractor is currently working on civil work.	Developer is proposing to add two additional lots	
Active	Residential	<b>SE Ely Street (Habitat for Humanity)</b>	427 SE Ely Street	3 single family homes		Staff	Applicant submitted response to staff comments on October 1, 2021. Not in review at this time.		
Active	Residential	<b>Town and Country Mobile Home Park Expansion</b>	730 N Oak Harbor Road	51 new spaces	Site plan SIT-19-05 Civil CIV-20-03, Landscape PLN-19-22 SEPA checklist SEP-19-06 Transportation concurrency TRC-19-04	Staff	staff received revised site and civil plans. Currently in review	Site plan Civil plan	5/12/2021

## Development Services Department: Active Projects

Reporting Period September 1 - September 30, 2021

Project Information						Review Status		Submittals in Review	
Status	Type	Project Name	Project Location	Project Description	Permits	Waiting Response from:	Comments	Document(s)	Date(s) Received
Active	Residential	<b>Barrington Oaks Cottages</b>	476 SE Barrington Drive	7 single family lots. Proposed new construction of 7-unit residential development which will contain five standalone 2-story cottages and one duplex unit. Access will remain from SE Barrington Drive.	Variance VAR-21-01 SIT-21-01 Civil CIV-21-02 Landscape PLN-20-02 SEPA checklist SEP-21-01 Transportation concurrency TRC-21-01 Pre-application PRE-20-05	Site plan Staff	Staff approved the site plan, landscape plan on 9/8/21 and issued the Notice of Decision. The civil plans and building plans are currently in review.	revised civil documents	8/18/2021
Permits Issued	Non-Residential	<b>First United Methodist Church</b>	1050 SE Ireland Street	Addition / Renovation	Site Plan SIT-21-02		Building permit issued on September 7. Expect construction to start anytime.		
Permits Issued	Non-Residential	<b>Gentle Family Denistry of Oak Harbor</b>	751 SE Barrington Drive, S6565-00-00021-0	Dentist Office	Site plan SIT-19-06 Landscape plan PLN-19-24 Transportation Concurrency TRC-19-05 Pre-application PRE-18-02	n/a	Building permit issued 9/8/21. Expect construction to start anytime. The applicant continues to work with staff for civil approval for street improvements.		
Permits Issued	Non-Residential	<b>Oak Harbor U-Haul Rental Facility</b>	34268 SR 20 R13325-401-2140. Additional properties proposed as part of the project: Lot A-R13325-357-2520 Lot B-R13325-345-2160 Lot C-R13325-312-2050	Proposed truck/trailer rentals plus 10 storage facilities	Site plan SIT-20-04 Civil plan CIV-20-04 Transportation Concurrency TRC-20-03 Landscape PLN-20-12 Land Clearing LND-20-03 SEPA SEP-20-07	under construction	This project is approved and under construction. The civil permit have been issued.		
Permits Issued	Non-Residential	<b>Whidbey Dental Associates Dental Office</b>	794 E. Whidbey Avenue	Dental Office	Site plan SIT-19-07 Civil plan CIV-19-08 Transportation concurrency TRC-19-06 Landscape LND-19-27 SEPA SEP-19-09 Pre-application PRE-19-02		This project is under construcion.		
Permits Issued	Residential	<b>Hillside Development Center PRD</b>	2870 SW Scenic Heights Street, R13210-259-4040 and 2910 SE Scenic Heights St, R13210-248-4030	11 Single Family Lots	Preliminary Plat PPL-19-01 Preliminary PRD PLN-19-15 Shoreline Substantial Development PLN-19-17 SEPA SEP-19-03 Transportation Concurrency TRC-18-10 Civil CIV-18-11 Land Clearing LND-19-06 Landscape PLN-18-31 Short Plat SPL-18-01 Pre-application PRE-19-01	staff	The applicant submitted revised civil plans. This project is under construction for civil work. Civil and retaining wall permits issued on 08/18/2020. The developer submitted two model home permit applications to building department for review.	revised civil plans	8.27.2021

## Development Services Department: Active Projects

Reporting Period September 1 - September 30, 2021

Project Information						Review Status		Submittals in Review	
Status	Type	Project Name	Project Location	Project Description	Permits	Waiting Response from:	Comments	Document(s)	Date(s) Received
Permits Issued	Residential	<b>Howard's Pointe Plat PRD</b>	vacant land, R13209-495-1950	20 Single Family Lots	Preliminary Plat PPL-19-03 Preliminary PRD PLN-19-19 Civil Plan CIV-19-07 Transportation Concurrency TRC-19-03 SEPA checklist SEP-19-05 Landscape PLN-19-20 Pre-application PRE-19-05		This plat is under construction. Staff has issued 20 single family home permits		
Permits Issued	Residential	<b>McKinney Place Plat PRD</b>	185 SW 3rd Avenue, vacant parcel R13203-488-4940	20 attached townhome units	Preliminary Plat PPL-20-01 Preliminary PRD PLN-20-06 Boundary Line Adjustment BND-20-02 Civil CIV-20-06 SEPA checklist SEP-20-04 Land Clearing LND-20-02 Transportation Concurrency TRC-20-02 Pre-application PRE-19-12	Staff	The applicant submitted a final plat packet for review .	final plat packet	9/1/2021
Permits Issued	Residential - Multi-Family	<b>Barrington Drive Apartment</b>	435 SE Barrington Drive R13202-253-1490, R13202-250-1400	20 units	Site plan SIT-17-04 Civil plan CIV-17-04 Transportation Concurrency TRC-17-08 Landscape PLN-17-09 SEPA SEP-17-02		under construction		
Permits Issued	Residential - Multi-Family	<b>Harbor Station Apartments</b>	446 NE Izett Street S7285-00-0C002-1	16 units	Site plan SIT-18-12 Civil plan CIV-20-05 Transportation Concurrency TRC-18-20 Landscape PLN-18-28 SEPA SEP-18-08		under construction		
Permits Issued	Residential - Multi-Family	<b>Oak Grove Addition</b>	1725 SE 10th Ave - Habitat for Humanity 1715 SE 10th Ave - Island Associates	4 units			under construction		
Permits Issued	Residential - Multi-Family	<b>Park Terrace Apartments</b>	1825 SW Mina Lane 1885 SW Mina Lane A&B 1901 SW Mina Lane A&B	60 units	Site plan SIT-19-03 Civil plan CIV-19-06 Transportation Concurrency TRC-19-02 Landscape PLN-19-05 SEPA SEP-19-01 Land Clearing LND-19-04		under construction		



## City Administrator's Report October 27, 2021

### Development Services Department: Building / Engineering Report

*Reporting Period September 1 - September 30, 2021*

<u>Permit No.</u>	<u>Units</u>	<u>Valuation</u>	<u>Address</u>	<u>Permit Fee</u>	<u>Pl.Ck Fee</u>	<u>Code Fee</u>
<b><u>100.30.4 RESIDENTIAL ALTERATIONS</u></b>						
<u>6</u>		<u>\$ 58,612</u>		<u>\$ 1,044.75</u>	<u>\$ 679.08</u>	<u>\$ 39.00</u>
<b><u>100.30.5 COMMERCIAL ALTERATIONS</u></b>						
<u>3</u>		<u>\$ 257,335</u>		<u>\$ 2,955.55</u>	<u>\$ 1,848.80</u>	<u>\$ 75.00</u>
<b><u>100.40.7 RESIDENTIAL GARAGES</u></b>						
<u>1</u>		<u>\$ 60,000</u>		<u>\$ 713.75</u>	<u>\$ 463.94</u>	<u>\$ 6.50</u>
<b><u>GRADING PERMITS</u></b>						
<u>1</u>				<u>\$ 464.75</u>		
<b><u>SITE PLAN REVIEW FEES</u></b>						
<u>2</u>				<u>\$ 5,032.00</u>		
<b><u>12 SIGN PERMITS</u></b>						
<u>7</u>		<u>\$ 142,835.00</u>		<u>\$ 2,184.85</u>		
<b><u>17 OCCUPANCY PERMIT APPLICATIONS</u></b>						
<u>2</u>				<u>\$ 60.00</u>		
<b><u>200 SEWER PERMITS</u></b>						
<u>1</u>				<u>\$ 695.20</u>		
<b><u>300 STREET OPENING PERMITS</u></b>						
<u>6</u>				<u>\$ 484.00</u>		
<b><u>400 MECHANICAL PERMITS</u></b>						
<u>17</u>		<u>\$ 81,911</u>		<u>\$ 920.50</u>		
<b><u>500 PLUMBING PERMITS</u></b>						
<u>7</u>		<u>\$ 5,000</u>		<u>\$ 369.00</u>		
<b><u>WATER LINE INSPECTIONS</u></b>						
<u>2</u>				<u>\$ 793.00</u>		
<b><u>TRANSPORTATION CONCURRENCY FEES</u></b>						
<u>1</u>				<u>\$ 347.00</u>		
<b><u>SPECIAL CONNECTION CHARGE</u></b>						
<u>1</u>				<u>\$ 21,781.76</u>		

# Oak Harbor Fire Department

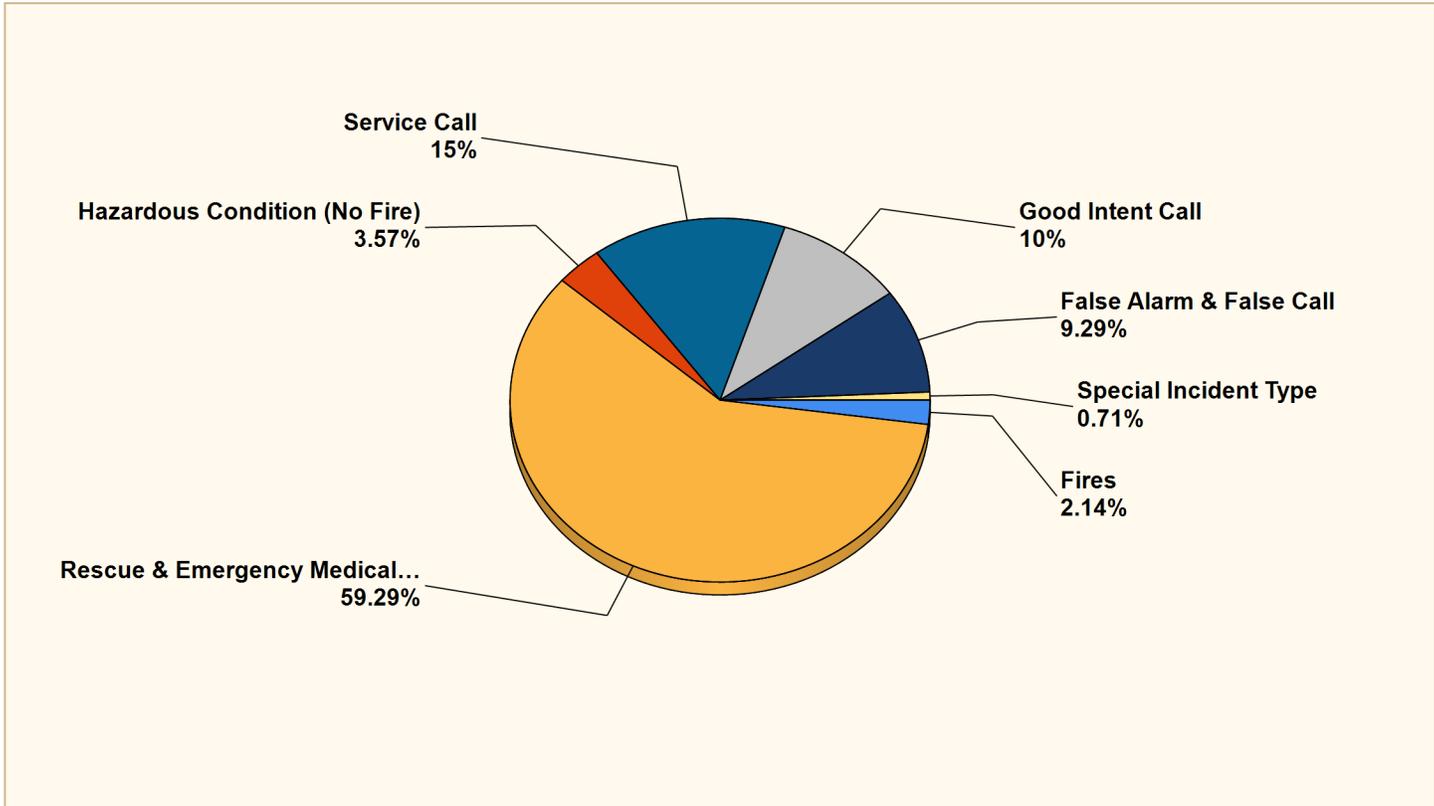
Oak Harbor, WA

This report was generated on 10/21/2021 8:11:08 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2021 | End Date: 09/30/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	2.14%
Rescue & Emergency Medical Service	83	59.29%
Hazardous Condition (No Fire)	5	3.57%
Service Call	21	15%
Good Intent Call	14	10%
False Alarm & False Call	13	9.29%
Special Incident Type	1	0.71%
<b>TOTAL</b>	<b>140</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com  
Doc Id: 553

Page # 1 of 2



## City Administrator's Report 10/27/2021

### Finance - Utility Department

*Reporting Period Sep 1 - Sep 30, 2021*

#### # of Accounts per Utility

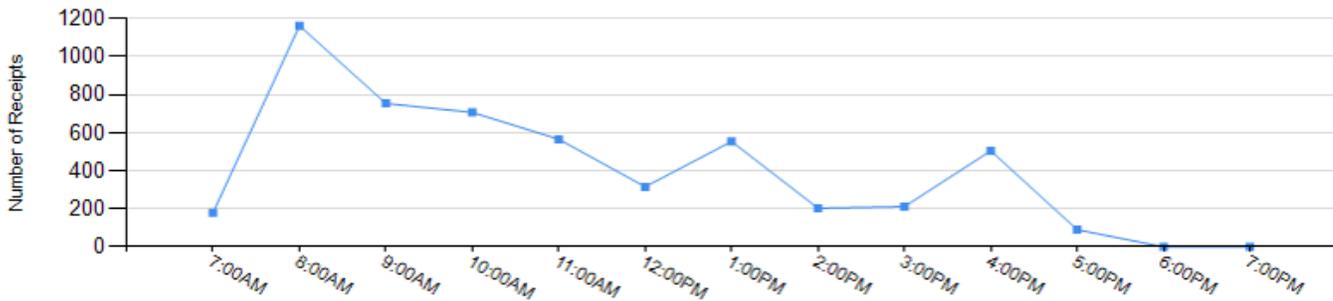
Water	6534
Garbage	6240
Sewer	6304
Storm Drain	6320

#### # of delinquent accounts

811

#### Total receipt volume report

**Hourly Receipt Volume**



7:00AM to 8:00AM	180
8:00AM to 9:00AM	1162
9:00AM to 10:00AM	754
10:00AM to 11:00AM	707
11:00AM to 12:00PM	566
12:00PM to 1:00PM	316
1:00PM to 2:00PM	554
2:00PM to 3:00PM	203
3:00PM to 4:00PM	212
4:00PM to 5:00PM	505
5:00PM to 6:00PM	90
6:00PM to 7:00PM	0
7:00PM to 8:00PM	0
<b>Total Receipt Volume</b>	<b>5249</b>



# City Administrator's Report October 27, 2021

## Human Resources Department

Reporting Period September 1 - September 30, 2021

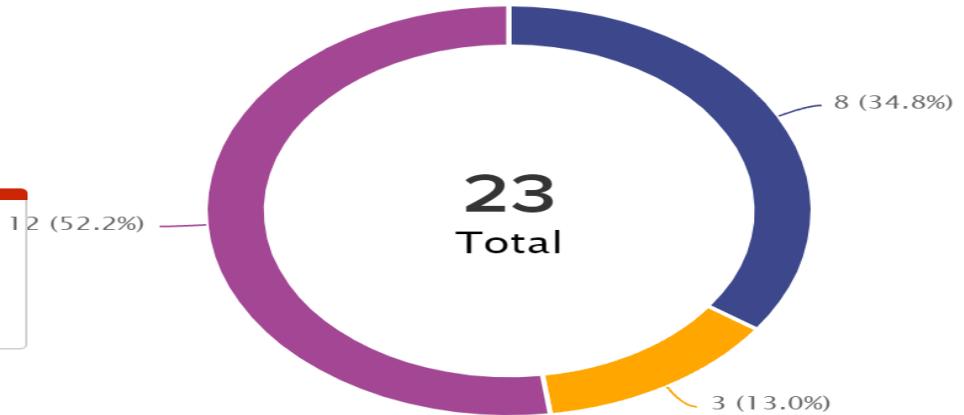
### Performance Management

#### Active Evaluations

- Approval
- Rating
- Before Ratings

11

Evaluations Past Due Date



### Recruitment

Class Spec Title	Average Views	Average Applicants	Avg. Conversion Rate
<a href="#">Project Engineer</a>	507	1	0.2%
<a href="#">Police Officer</a>	496	2	0.4%
<a href="#">Finance Manager</a>	482	3	0.6%
<a href="#">Program Assistant</a>	14	5	35.7%
<a href="#">Police Officer - Entry Level</a>	460	5	1.0%
<a href="#">Paid On Call Firefighter</a>	273	5	1.8%
<a href="#">Administrative Assistant I - Human R...</a>	914	36	3.9%
<a href="#">Executive Assistant - Administration</a>	27	18	66.6%

*How is the "Average (Job) Conversion Rate" calculated?*

The views-to-applicants conversion rate is determined by the number of applicants divided by the number of views the job posting received. When a job seeker views your job posting and then submits an application for the roles, they have "converted" to a candidate.

**Time to Hire Metrics and Benchmarking Data**

***Recruitments with Open & Closed dates (non-continuous)***

Your organization is taking **2 days less** than your peers on an average to hire a candidate.



PEER ORGANIZATIONS [View More](#)

We've compared your organization against **15** similar organizations.

***Recruitments Open until Filled (continuous)***

Benchmarking - Organization

⚠ Not enough benchmarking data found for selected peers with current filters.

**Staffing Changes - Hires, Promotions, Transfers, & Separations**

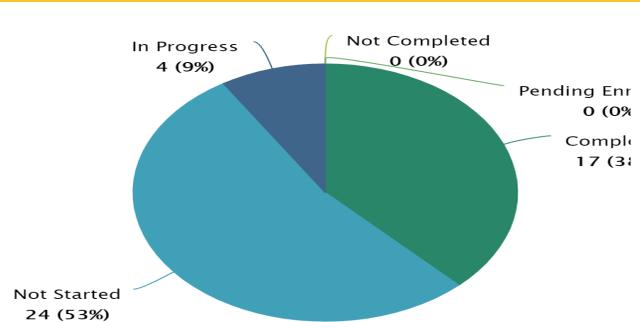
- Booth, Henry, new employee, Paid on Call Firefighter, effective 9/13/2021
- Mero, Jose, new employee, Paid on Call Firefighter, effective 9/13/2021
- Murillo, Joel, new employee, Paid on Call Firefighter, effective 9/13/2021
- Phillips, Ian, new employee, Paid on Call Firefighter, effective 9/13/2021
- Sabey, Cole, new employee, Paid on Call Firefighter, effective 9/13/2021
- VonDoom, Jules, new employee, Paid on Call Firefighter, effective 9/13/2021

***Thank you for their service with the City of Oak Harbor***

- Platter, Matthew, Paid on Call Firefighter, last day of employment 8/31/2021
- Soika, Mark, Paid on Call Firefighter, last day of employment 8/31/2021
- Williams, James, Paid on Call Firefighter, last day of employment 9/7/2021
- Mackinnon, Monico, WWTP Operator II, last day of employment 9/10/2021
- Huetson, Janeth, Police Officer, last day of employment 9/24/2021
- Boer, Jim, Parks Specialist II, last day of employment 9/30/2021
- Stanford, Travis, Paid on Call Firefighter, last day of employment 9/30/2021

**Training - Learning Management System**

TOTAL Enrollments	<b>45</b>
Courses not started	24
Courses in-progress	4
Courses completed	17



**Wellness Committee & WellCity Standards**

The Central Safety Committee quarterly meeting was held September 30, 2021  
The Wellness Committee monthly meeting was held September 9, 2021

**Workers' Compensation (Safety)**

The next Central Safety Committee meeting will be in January 2022

**Reported to Human Resources for September 2021:**

Accidents or Injuries	2
Incidents or Near Misses	0
Exposures	3



# City Administrator's Report

## October 2021

### Marina

*Reporting Period September 1 - September 30, 2021*

#### Occupancy

Dock	Total Slips	Total Occupied	Total Vacant	Percent Occupied
<b>A</b>	53	53	0	100%
<b>B</b>	82	81	1	99%
<b>C</b>	55	53	2	96%
<b>D</b>	85	76	9	89%
<b>E</b>	71	68	3	96%
<b>F</b>	52	43	9	83%
<b>G</b>	15	14	1	93%
<b>S</b>	8	8	0	100%
<b>Totals</b>	421	396	25	94%

<u>Aug-21</u>	<u>Total Slips</u>	<u>Total</u>	<u>Total Vacant</u>	<u>Percent Occupied</u>
<b>Totals</b>	421	396	25	94%

<u>Sep-20</u>	<u>Total Slips</u>	<u>Total</u>	<u>Total Vacant</u>	<u>Percent Occupied</u>
<b>Totals</b>	421	393	28	93%

#### Summary

- \*There are the same amount of slips occupied in August and September 2021.
- \*The overall occupancy of the docks was 94%
  - \* 0.0% Compared to August
  - \* 1% gained Compared to September 2020
- \*The average percentage of occupancy on each dock was 94% in August
  - \* 0.0% Compared to August
  - \* 1% gained compared to September 2020

#### Marina Monthly Revenue

Moorage	\$64,228.08	
Storage Unit	\$11,459.74	
Fence line Storage	\$2,423.15	
Gasoline	\$11,336.28	(2780.278 Gallons)
Diesel	\$36,131.45	(13077.536 Gallons)
 Total	 \$125,578.70	



## OAK HARBOR POLICE DEPARTMENT SEPTEMBER 2021

CLASSIFICATION	CALLS
CALLS FOR SERVICE	1,157
MISDEMEANOR ARRESTS	43
FELONY ARRESTS	5
INFRACTION TRAFFIC	40
CRIMINAL TRAFFIC	6
ASSIST PUBLIC	106
BURGLARY	3
CIVIL	25
COURT ORDER VIOLATION	6
DEATH INVESTIGATION	3
DISORDERLY/TRESPASS/MENTAL HEALTH	139
DOMESTIC VIOLENCE	26
RAPE	0
SUICIDE THREAT	12

# City Administrator's Report

## October 27, 2021



### PUBLIC WORKS DEPARTMENT

*Reporting Period September 1 - September 30, 2021*

<u>PARKS</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>COMMENTS</u>
Digital Board Banners	Each	6	
Facility Rentals	Each	26	
<u>STREETS</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>COMMENTS</u>
Tree/Brush Trimming/Weeding ROW/Debris Pickup	Hours	62.00	Trimming/Brush pick up
Sign Fabrication/Repair/Installation/Cleaning	Hours	62.00	Marathon signs/reader boards/street signs/crosswalks
Sidewalk/Shoulder Repair	Hours	20.00	6 tons 5/8 crushed rock
Painting/Striping/Taping	Hours	30.00	16 gallons white, 144 pounds beads, 50 feet 12" tape
Pedestrian and Signal/School Flashers/In Road Inspections	Hours	32.00	2 12-Volt batteries
Patching/Pothole Repair/Shoulders	Hours	22.00	100 pounds cold patch/13.5 tons asphalt/2 speed humps-park trail
<u>WATER</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>COMMENTS</u>
Gallons Processed	Gallons	40,979,392	
Sodium Fluoride Consumed	Pounds	700	
Meter On/Off for Service	Each	222	
After Hour Call Outs	Each	9	
Meter Register Change Outs	Each	128	
Meter Leak Alarms	Each	266	
Stopped Meters	Each	369	
Samples (Coliform)	Each	25	
Samples (Chlorine, PH, Temp)	Each	76	
Utility Locates	Each	114	
Cross Connection Reports Processed	Each	79	
Cross Connection Inspections	Each	14	
Water Service Taps	Each	1	



## PUBLIC WORKS DEPARTMENT

Reporting Period September 1 - September 30, 2021

Water Main Leaks	Each	1	
Distribution Valves Maintained	Each	0	
<b><u>CLEAN WATER FACILITY</u></b>	<b><u>UNITS</u></b>	<b><u>QUANTITY</u></b>	<b><u>COMMENTS</u></b>
DMR Flow	Million Gallons Per Day	49.50	
NPDES Permit Compliant	Yes/No	Yes	
Bio-Solids	Dry Tons	27.63	
<b><u>WASTEWATER COLLECTIONS/STORM DRAIN</u></b>	<b><u>METRIC</u></b>	<b><u>UNITS</u></b>	<b><u>QUANTITY</u></b>
Catch Basin Inspections	Each	256	
Street Sweeping	Hours	67.00	
Grease Traps Inspections	Hours	14.00	
Storm Water Inspections	Hours	48.00	
Source Control Inspections	Hours	22.00	
<b><u>SOLID WASTE</u></b>	<b><u>UNITS</u></b>	<b><u>QUANTITY</u></b>	<b><u>COMMENTS</u></b>
Yard Waste Collection	Tons	78.76	
Recycling Collection	Tons	99.49	
Residential Collection	Tons	355.91	
Commercial Collection	Tons	436.90	
Residential Requests for Large Item Pickup or Special Requests	Yards	13.50	
<b><u>EQUIPMENT RENTAL</u></b>	<b><u>UNITS</u></b>	<b><u>QUANTITY</u></b>	<b><u>COMMENTS</u></b>
Preventative Maintenance	Each	53	
Repairs Done	Each	87	
Unleaded Fuel	Gallons	2358	
Diesel Fuel	Gallons	3614	
Average Cost of Unleaded	Per Gallon	\$3.05	
Average Cost of Diesel	Per Gallon	\$2.69	
Number of Vehicles in Fleet	Each	106	
Number of Equipment in Fleet	Each	163	
<b><u>EQUIPMENT RENTAL REPLACEMENTS</u></b>	<b><u>UNITS</u></b>	<b><u>QUANTITY</u></b>	<b><u>COMMENTS</u></b>
Number of Replacements Completed	Each	2	



## PUBLIC WORKS DEPARTMENT

Reporting Period September 1 - September 30, 2021

<b>TECH FUND</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>COMMENTS</b>
Number of Replacements Completed	Each	2	
<b>SHOP FACILITY</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>COMMENTS</b>
Labor Pool at City Hall	Hours	4.50	
Labor Pool at Police Department	Hours	3.50	
Labor Pool at Senior Center	Hours	2.50	
Labor Pool at Library	Hours	0.00	
Labor Pool at PW Divisions	Hours	16.00	
Number of Citizen Action Reports	Each	1	
<b>ENGINEERING</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>COMMENTS</b>
Over the Counter ROW Permits	Each	6	
Inspections	Each	5	
Semrua Barrington Cottages	Hours	0.50	
Semrau City Engineer Management	Hours	2.00	
Semrau DNM Hold Building	Hours	3.50	
Semrau El Cazador	Hours	2.00	
Semrau Uhaul-Proposed Truck/Trailer Rentals Plus 10 Storage Facilities	Hours	13.75	
Semrau Garry Oaks	Hours	2.75	
Semrau Greyhawk 4-Flex, Whidbey Ave	Hours	2.50	
Semrau Hillside Center	Hours	1.25	
Semrau McKinney Place	Hours	1.00	
Semrau Vets Animal Hospital	Hours	1.25	
Semrau West Brown	Hours	5.75	
Semrau Monthly Total	Dollars	4,950.00	



# City Administrator's Report October 27, 2021

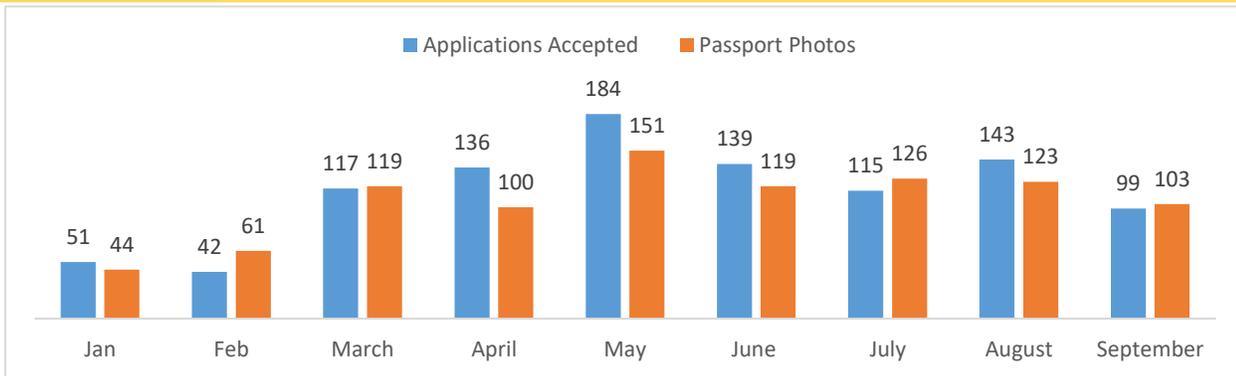
## Senior Services Department

Reporting Period September 1-30, 2021

### Membership

September	586	(Feb 2019 Membership: 1,007)
Prior Month	580	

### Passport Services



	<u>Passports Accepted</u>		<u>Passport Photo</u>	
	Count	Revenue	Count	Revenue
<b>YTD</b>	1026	\$ 35,910	946	\$ 11,352
<b>Budgeted</b>		\$ 16,000		\$ 6,000

### Meals on Wheels Distribution From The Center (Island Senior Resources)

Home Delivered Meals August	1,644	Total Home Delivered Meals YTD	15,480
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### Upcoming Events

October 21st: 50+ Community Resource Fair. Stop by between 11:00AM-12:00PM to pick up information about local resources for aging well in Oak Harbor and a free boxed lunch.

### Check-Ins (Member Visits To The Center For Classes and Programs)

June	370	Limited in-person programming resumed in June with more programming being added each month. This count does not include community members coming for passports, Meals on Wheels, or other services.
July	574	
August	669	
September	714	

### Notes

Additional metrics will be added as programs and services return.