



Council Chambers, 865 SE Barrington Drive

January 6, 2026

5:30 PM

CALL TO ORDER

Invocation - Led by Pastor Matthew Erikson, First Reformed Church

Pledge of Allegiance - Led by Mayor Wright

Excuse Absent Councilmembers

1. OATHS OF OFFICE

- a. Oaths of Office for Reelected and Newly Elected City Councilmembers

2. EXECUTIVE SESSION

- a. Executive Session per RCW 42.30.110 (1) (i) To discuss with legal counsel, litigation or potential litigation. The anticipated duration of the executive session is fifteen (15) minutes. Action may or may not be taken upon return to the open session of the regular meeting.

3. APPROVAL OF AGENDA

4. PRESENTATIONS

- a. Oak Harbor Main Street Association - Margaret Livermore, Interim Executive Director

5. PUBLIC COMMENTS

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

6. CONSENT AGENDA

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

- a. Approval of Minutes: City Council Special Meeting - State Auditor's Office Stewardship Award Presentation of December 15, 2025 and City Council Regular meeting of December 16, 2025
- b. Approval of Payroll and Accounts Payable Vouchers

- c. Resolution 25-29: Approval of the multi-year lodging tax award for the Marina debt service repayment.
- d. Appointment: Marina Advisory Commission, Position 5 - Michael Bobeck
- e. Appointment: Marina Advisory Commission, Position 6 - Mark Hammer
- f. Appointment: Police Community Advisory Board, Position 4 — Rachel Paul
- g. 2026 Advisory Board Reappointments

7. MAYOR & COUNCIL COMMENTS

- a. Selection of Mayor Pro Tempore

8. ORDINANCES & RESOLUTIONS

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

9. CONTRACTS & AGREEMENTS

- a. Interlocal Agreement with Whidbey Island Public Hospital District for EMS Services
- b. Oak Harbor Main Street Association Professional Services Agreement

10. OTHER ITEMS FOR CONSIDERATION

- a. Oak Harbor Police Department Motorcycle Purchase

ADJOURN

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

CITY OF OAK HARBOR
City Council Agenda Bill

Bill No. 1.a
Date: January 6, 2026

Subject: Oaths of Office for Reelected and Newly Elected City Councilmembers
Submitted By: Julie Nester, City Clerk

RECOMMENDED ACTION

Island County District Court Judge Ron Costeck will administer the Oath of Office to reelected City Councilmembers Barbara Armes — Position 4, James P. Marrow - Position 5, and Bryan Stucky - Position 7, and to newly elected City Councilmember Sandi Peterson - Position 6.

BACKGROUND / SUMMARY INFORMATION

N/A

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

None

CITY OF OAK HARBOR
City Council Agenda Bill

Bill No. 2.a
Date: January 6, 2026

Subject: Executive Session per RCW 42.30.110 (1) (i) To discuss with legal counsel, litigation or potential litigation. The anticipated duration of the executive session is fifteen (15) minutes. Action may or may not be taken upon return to the open session of the regular meeting.

Submitted By: Julie Nester, City Clerk

RECOMMENDED ACTION

Hold an Executive Session per Revised Code of Washington (RCW) 42.30.110 (1) (i) To discuss with legal counsel, litigation or potential litigation. The anticipated duration of the executive session is fifteen (15) minutes. Action may or may not be taken upon return to the open session of the regular meeting.

BACKGROUND / SUMMARY INFORMATION

N/A

LEGAL AUTHORITY

RCW 42.30.110 (!) (i)

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

None

Subject: Oak Harbor Main Street Association - Margaret Livermore, Interim Executive Director

Submitted By: Julie Nester, City Clerk

RECOMMENDED ACTION

This is a presentation to the City Council by the Oak Harbor Main Street Association.

BACKGROUND / SUMMARY INFORMATION

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

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This is an annual presentation.

ATTACHMENTS

1. Main Street Association Presentation to City Council 1-6-2026
2. Main Street Association Statement of Activity
3. Main Street Association Statement of Financial Position



HISTORY

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graph TD; A[HISTORY] --- B[Incorporated 11/7/2014]; A --- C[501(c)(3) Status 3/26/2015]; A --- D[Washington Main Street Community 1/1/2016]; A --- E[40 WA Main Street Communities]; A --- F[1,172 Main Street communities in U.S.]
```

Incorporated
11/7/2014

501(c)(3)
Status
3/26/2015

Washington
Main Street
Community
1/1/2016

40
WA Main
Street
Communities

1,172
Main Street
communities
in U.S.

Oak Harbor Main Street has just completed our 10th year as a WA Main Street Community.

Main Street communities help with the revitalization of historic downtowns, transform their economies, and improve overall quality of life.

Our mission is to actively promote a vibrant, historic waterfront community by creating an inviting, friendly and safe environment.

Board of Directors and Staff

Gregg Lanza
President

- Wildwood Farm B&B

Kristi Jensen Vice President

- Owner – Purple Moon
- Real Estate Broker

Melissa McCumber Treasurer

- Retired-Heritage Bank

Katheryn Muniz Secretary

- Owner of Topsy Jellyfish

Megan Wise

- Banker and Commercial Loan Officer - Whidbey Island Bank

Natalia Talo

- State Farm Insurance

Amemia Qazi

- Owner- Wild Ophelia

Heather Carder

- Wildwood Farm B & B

Margaret Livermore
Interim
Executive Director

Teresa Besaw
Marketing Coordinator

Oak Harbor Main Street Association District



Our district runs from the east side of City Beach Street to the west side of Midway Blvd and the north side of Bayshore to the south side of Barrington Dr.

100 BUSINESSES IN THE DISTRICT



20

Dining/Drink/Specialty Food



2

Antique/Collectibles



3

**Galleries and
Jewelers**



7

Apparel Stores

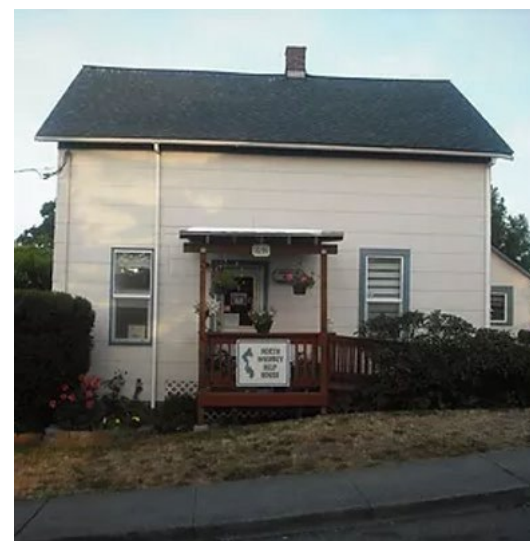


16 Retail Gift Shops



20

Health/Beauty



29

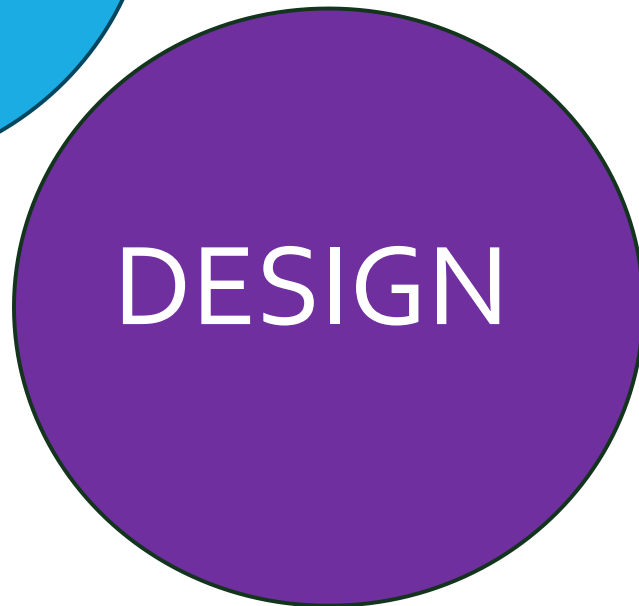
Professional and Community Services



3

Churches

MAIN STREET FOUR POINT APPROACH



OUTREACH COMMITTEE

Volunteers

Public Relations

Fundraising

Sponsorship/Grants

Membership Program

Volunteers



COMMUNITY

CIVIC GROUPS

**In 2025 we had over 600 volunteer service hours.
This equates to over \$22,500 in volunteer service.**

Public Relations



Garden Club



Police and Fire Departments



City of Oak Harbor



**Chamber of Commerce-
Business After Hours**



Whidbey Royalty



Help House

Fundraising



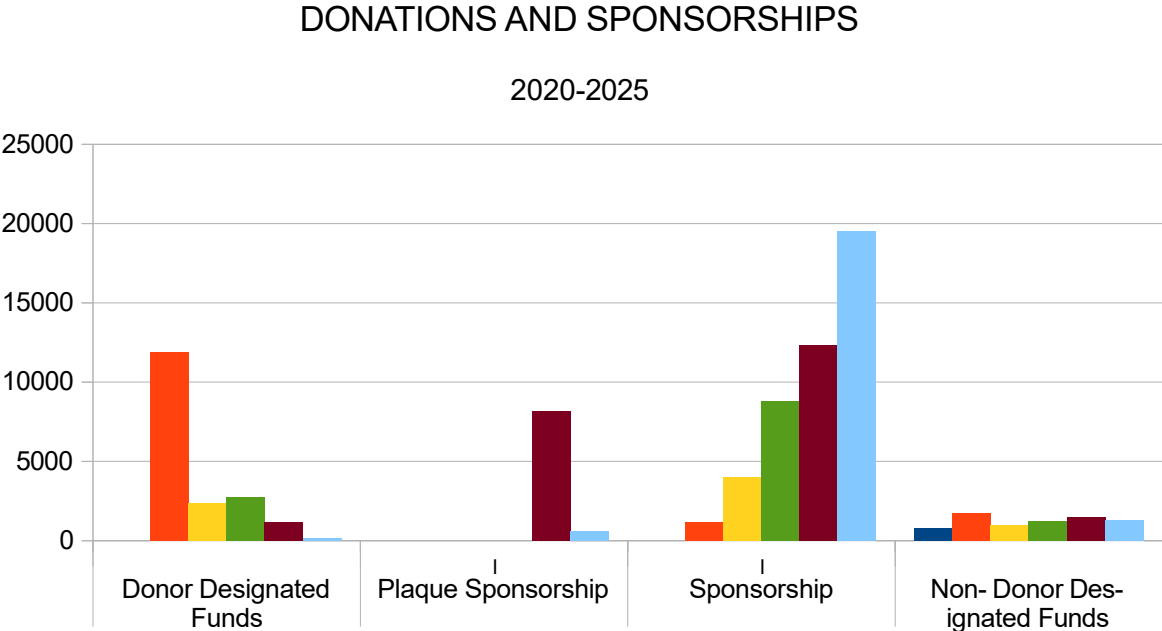
Sasquatch Walk



Wine Bites & Brew
Save the date for 2026
May 2

2025 Event Sponsors, Donors, and In-Kind Donors

A VINTAGE AFFAIR	MAD BATTER BAKEHOUSE
AIRMAN TIMMY’S	MASTER MIX
ODDITIES	NEW LEAF
AMAYA’S BAKERY	OAK HARBOR CHAMBER
ASHLEY’S	OF COMMERCE
ASTOUND	OAK HARBOR MUSIC
AULD HOLLAND INN	FESTIVAL
BARRINGTON’S IRISH BAR	P&L GENERAL
& GRILL	CONTRACTORS, INC
CHAD PILKINGTON	PNW VIBES
CITY OF OAK HARBOR	PUGET SOUND ENERGY
COOK WEALTH	SHIP SHAPE HAIR DESIGN
MANAGEMENT	STATE FARM INSURANCE-
DINA’S GREAT FINDS	NATALIA TALO
EDWARD JONES-ERIC	TERRA VEN
SCHELLING	TESSERA
ELKS LODGE	THE CASUAL HOUSE
GARRY OAK GALLERY	THE COLLECTIVE
HAGGEN	TIPSY JELLYFISH
HERITAGE BANK	WHIDBEY COFFEE
IRISH WILDLIFE SOCIETY	WHIDBEY SEATAC
JAMES P MARROW	SHUTTLE
LINE DANCING WITH GIGI	WHIDBEY WEEKLY
LITTLE TOWN COTTAGE	WILLIAM McDANIEL
LOIS A LEWIS	
MACARONI KIDS	



MAIN STREET TAX CREDIT INCENTIVE PROGRAM

This Year

\$250

Federal Tax
Deduction

This Year

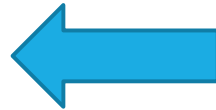
\$1000

Pledge to
Oak Harbor
Main Street
Association

Next Year

\$750

B&O Tax
Credit

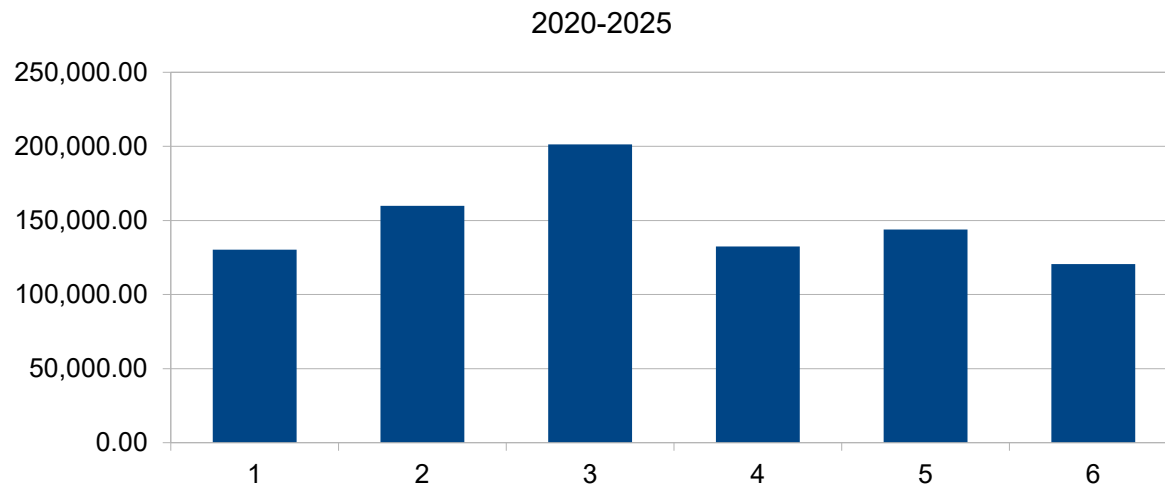


Main Street Tax Credit Incentive Program

Washington State is the only state that allows you do self direct
your B&O tax to a Main Street Community

- **WA State Cap \$5 Million**
- **Each Main Street Community Cap \$213,333.33**

Main Street Tax Credit Incentive Program



2017		\$73,500
2018		\$97,850
2019		\$131,683
2020	17 Pledges	\$130,338
2021	20 Pledges	\$159,833
2022	23 Pledges	\$132,500
2023	14 Pledges	\$132,500
2024	20 Pledges	\$143,850
2025	11 Pledges	\$120,600

MAIN STREET

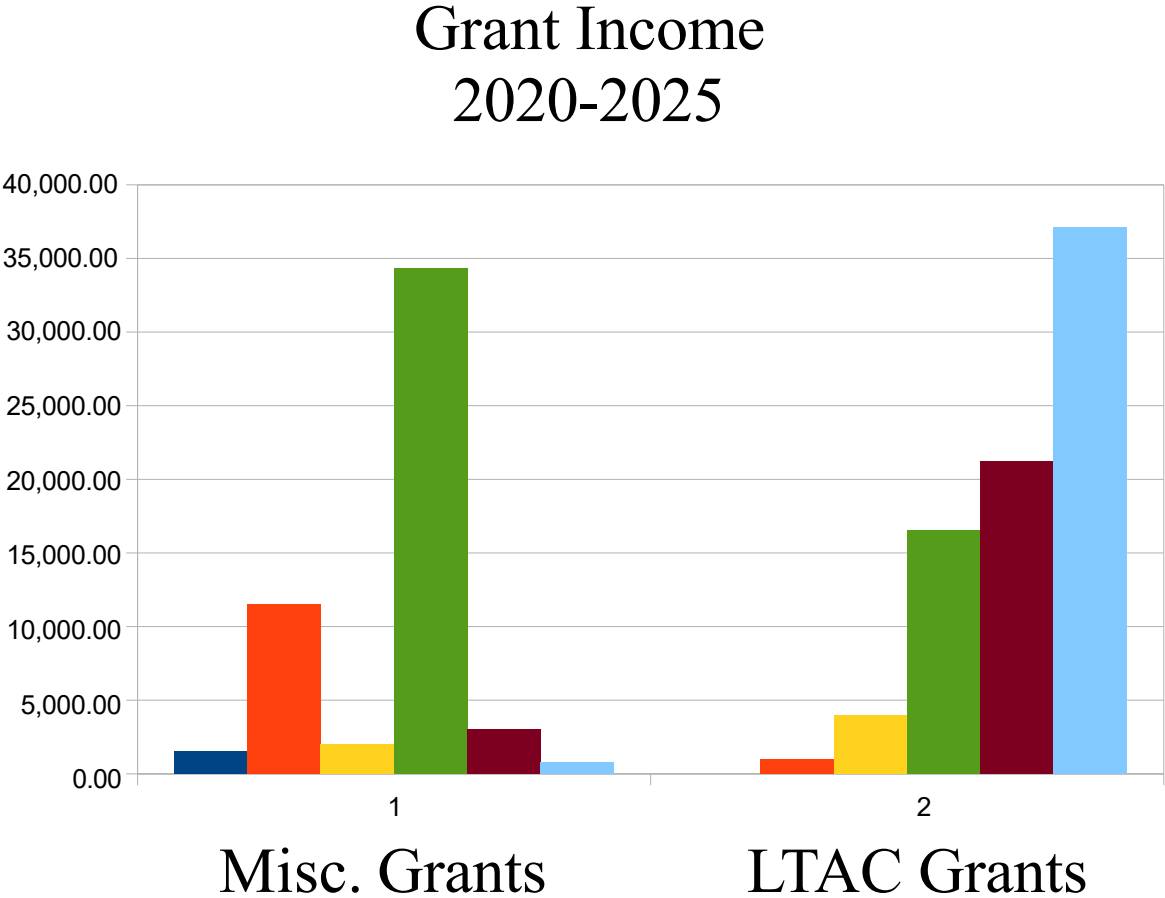
THANK YOU

to our 2025 B&O Donors!



2025 GRANTS

City of Oak Harbor LTAC	\$17,500
County LTAC	\$19,858
Walmart Community Grant	\$800



PROMOTION COMMITTEE

Market Strategy

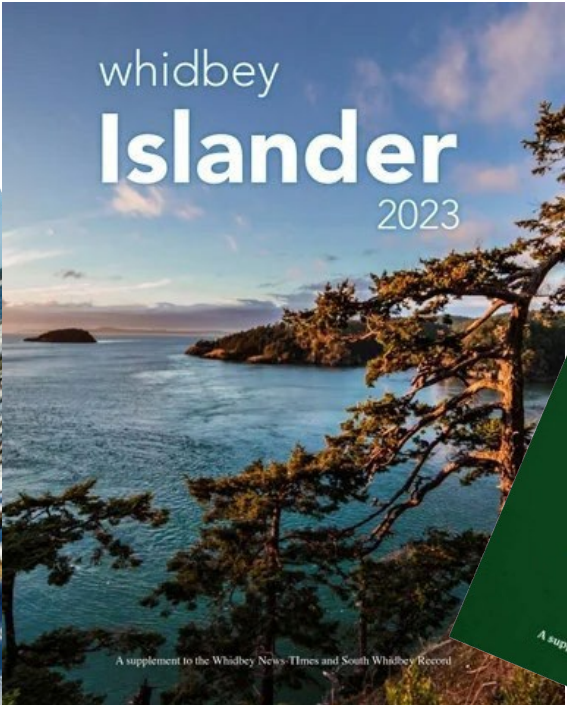
Image Building

Retail Promotions

Special Events

Downtown Walking Map

Local Publications



Billboard on Hwy 20

Retail Promotions and Special Events

January/February

Warm your soul with a
Winter Stroll
January 25 • 2-5PM

Stroll the participating businesses for hot tea, cider, cocoa & treats

Walk, Shop, Dine
Historic Downtown
Oak Harbor



Sponsored by

OAK HARBOR MAIN STREET Whidbey Weekly WHIDBEY COFFEE

**SHOW YOUR LOVE
FOR DOWNTOWN
AND SHOP LOCAL
FEBRUARY 8 & 9!**

WEAR RED!

SHOP for your favorite Valentine, Galentine or Palentine!

WEAR RED for discounts, specials & treats at participating merchants!

**SHOP LOCAL
SHOP
DOWNTOWN
OAK HARBOR!**



OAK HARBOR MAIN STREET
www.oakharbormainstreet.org

Oak Harbor Main Street Presents

ART WALK

FEBRUARY 22 • 1-4PM

Join us for an afternoon of art, meet artists, enjoy music while you walk, shop & dine in downtown Oak Harbor!

Sponsored by

OAK HARBOR MAIN STREET Whidbey Weekly



March-April

St. Patrick's Day Parade
March 17 • 4:30pm
Pioneer Way
Downtown Oak Harbor
Featuring Grand Marshal
Steve Jacobs

Blessing & Kissing of the Blarney Stone will be prior to parade at 3pm
Parade route will be on Pioneer Way from Ely Street to Midway Blvd
Parade applications at: www.oakharbormainstreet.org/events

Thank you to our sponsors & supporters:

Rear Admiral Bill McDaniel USN (Ret) Irish Wildlife Society

OAK HARBOR MAIN STREET

Whidbey Weekly

Chamber

City of Oak Harbor



OAK HARBOR MAIN STREET PRESENTS
Easter Egg Hunt
Saturday, April 19, 2025
SMITH PARK • OAK HARBOR

Sensory friendly hunt for children with autism and special needs, ages 1-10 at
11:30AM

2nd Hunt for children - age groups 1-3, 4-6, 7-10
12:30PM

Thank you to our sponsors & supporters:

Haggen Macaroni KID Whidbey Weekly

OAK HARBOR MAIN STREET

City of Oak Harbor



Spring.

CLEAN

Saturday, April 26 • 10am-4pm

Let's make Historic Downtown Oak Harbor beautiful! We need volunteers to help with clean up, painting, pulling weeds and more.

For more information and to volunteer: director@oakharbormainstreet.com
360-279-8995 • www.oakharbormainstreet.org

Thank you to our sponsors and supporters:

OAK HARBOR MAIN STREET

Whidbey Weekly

City of Oak Harbor



SAVE THE DATE!

April 5, 2025

Oak Harbor Main Street
Presents

WINE BITES & BREW



At Oak Harbor Elks Lodge

Enjoy tastes from local
wineries, breweries & restaurants

www.oakharbormainstreet.org

May-July

OAK HARBOR MAIN STREET PRESENTS



BUSKERS ON THE CORNER

LIVE MUSIC
WITH LOCAL
MUSICIANS

FRIDAYS 5:30PM - 6:30PM

JUNE

6/6 Kick Brass
6/13 Brandon Baker
6/20 Lauren Flynn
6/27 Danika Kloewer

JULY

7/11 Erik Christensen
Band
7/18 Shannon Patiño
7/25 Selena Mac

AUGUST

8/1 Steve Johnson
8/8 Fiddle Chix
8/15 Sage Hayes
8/22 End of Summer Bash



AT THE POP UP PLAZA STAGE
PIONEER WAY AND DOCK STREET
HISTORIC DOWNTOWN OAK HARBOR

SPONSORED
BY



Whidbey Weekly

MUSICIAN SCHEDULE SUBJECT TO CHANGE

SAVE THE DATE!

SATURDAY JULY 19

PIONEER WAY
DOWNTOWN
OAK HARBOR



VINTAGE, ANTIQUES, ART, PRIMITIVES, GREAT JUNK & MORE!

OAK HARBOR
MAIN STREET

www.oakharbormainstreet.org/events

July-October



October-December



Adopt A Toy Soldier

Help Decorate Historic Downtown Oak Harbor With Toy Soldiers For The Holidays And You Could Win A \$100 Cash!

Adoptions Begin October 20, only 20 soldiers \$40 Donation - \$10 from every toy soldier will go to Toys For Tots.

Turn in your decorated Toy Soldier by November 21 at the Oak Harbor Main Street Office 881 SE Pioneer Way.

Toy Soldiers will be displayed starting November 23.

Vote for your favorite Toy Soldier online at www.oakharbormainstreet.org between November 24 and December 19.

Winner announced December 20!

For more information, email director@oakharbormainstreet.com

Sponsored by



VETERANS DAY PARADE

NOVEMBER 11 • 2PM • DOWNTOWN OAK HARBOR

**Featuring Grand Marshal
Chaplain David G. Lura LCDR, USNR, Ret.**

Parade route:

SE Pioneer Way from Ely Street to Midway • Rain or Shine

www.oakharbormainstreet.com/events • Thank you to our sponsors & supporters:



THANK YOU VETERANS, FOR YOUR SERVICE TO OUR COUNTRY!

GREEN TICKET CASH GIVEAWAY

\$3000 IN CASH PRIZES THIS YEAR!
\$1500 Cash • \$500 Cash • 2 - \$250 Cash • 5 - \$100 Cash



WALK, SHOP & DINE IN HISTORIC DOWNTOWN OAK HARBOR

NOVEMBER 1 - DECEMBER 19, 2025

Earn a GREEN TICKET for every \$20 purchase* at participating merchants between November 1 and December 19, 2025 and be entered to win \$1500 CASH, \$500 CASH, 2-\$250 CASH OR 5-\$100 CASH PRIZES ON SATURDAY, DECEMBER 20!

*1 ticket per \$20 purchase with a maximum of 50 tickets per individual transaction. Drawing will be held at Harborside Village at 2pm on Saturday, December 20. Must be 18 years older to participate. Do not need to be present to win. Receive one ticket at Oak Harbor Main Street Office, no purchase necessary.

Sponsored by



November-December

PLAID Friday

**DOWNTOWN OAK HARBOR
NOVEMBER 28, 2025**

Plaid Friday is the alternative to the big box store "Black Friday," and is designed to promote both local and independently owned businesses the day after Thanksgiving.

WEAR PLAID!

Wear plaid when you are shopping at participating **Historic Downtown Oak Harbor Businesses** and get discounts & specials!

**SHOP SMALL
SHOP LOCAL!**

www.oakharbormainstreet.org



Shop Small Shop Local



**Walk, Shop & Dine Downtown
SMALL BUSINESS WEEKEND
November 28-30, 2025**

Harborside Village Mall &
Oak Harbor Main Street Present The

Nutcracker Hunt

In Historic Downtown Oak Harbor!

Hunt begins December 13 and
ends December 20 at noon

Pick up your Nutcracker Hunt passport at participating merchants. Find the hidden nutcrackers and get your passport stamped. When you have found 10 nutcrackers drop off your completed passport at Garry Oak Gallery. You'll be entered to win a Holiday Gift Basket filled with items from downtown Oak Harbor businesses!

The drawing for the gift basket will be at 2pm on Saturday, December 20 in the Harborside Village Mall after the Green Ticket Drawings.

December



Event Expenses



2020-2025

DESIGN COMMITTEE

Façade Improvement Grant Program



Before



After

	<u>Grant</u>
2021	\$3,200
2022	\$8,300
2023	\$13,500
2024	\$5,900
Grant is a 50/50 Matching Grant	

Lighting Projects



Street Improvements



Decorative Banners

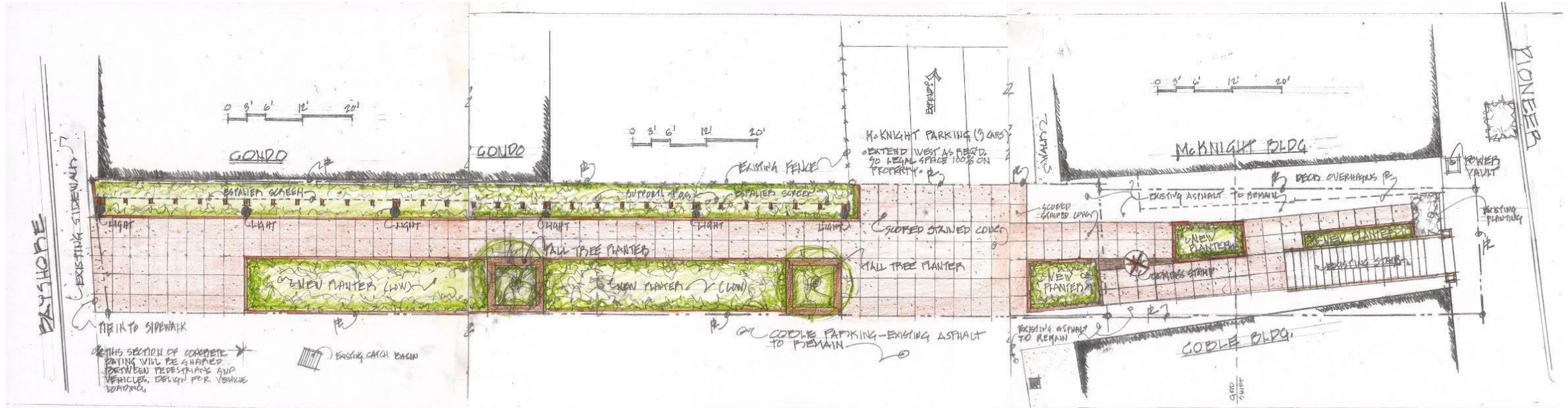


Pop Up Plaza



Beeksma Sign

2023-2024 Design Committee Projects

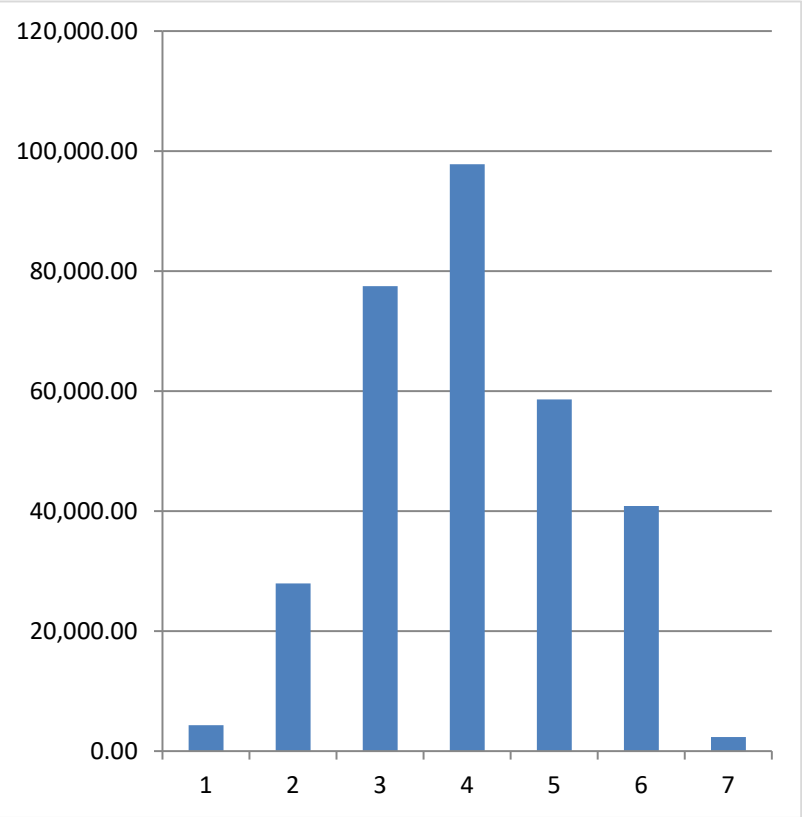


Serendipity Lane Pedestrian Walkway leads from the archway on Pioneer Way to Bayshore.

Serendipity Lane



Streetscape Improvements



2019	Snowflake Banners for Light Poles	\$4.333.00
2020	Phase 1 of Lighting Project	\$22,663.84
2020	New Banners for Light Poles	\$4.913.30
2021	Phase 2 of Lighting Project	\$56,578.07
2021	Façade Improvement Grants	\$3,197.46
2021	Pop Up Plaza	\$16,710.81
2022	Phase 3 of Lighting Project	\$76,263.40
2022	Pop Up Plaza	\$2,230.01
2023	Phase 4 of Lighting Project	\$20,847.34
2023	Replace Lights on Trees	\$22,666.72
2023	Façade Improvement Grants	\$13,500.00
2024	Serendipity Lane	\$34,098.45
2024	Façade Improvement Grants	\$5,891.00
2025	Serendipity Lane Kiosks	\$2,353.34
Total Streetscape 2019-2025		\$309,356.80

ECONOMIC VITALITY

Expand and
diversify
economic base

Find new
economic uses
for downtown
buildings

2025 New Businesses

Amaya's Bakery
Blooms & Bites
Camp Kid
Cam's Cards and Collectibles
Ember and Elegance
Flora Spa and Skin Care
Stay Original Market
Unruly Clothing Boutique
Whidbey African Store
Whidbey Thread & Timber

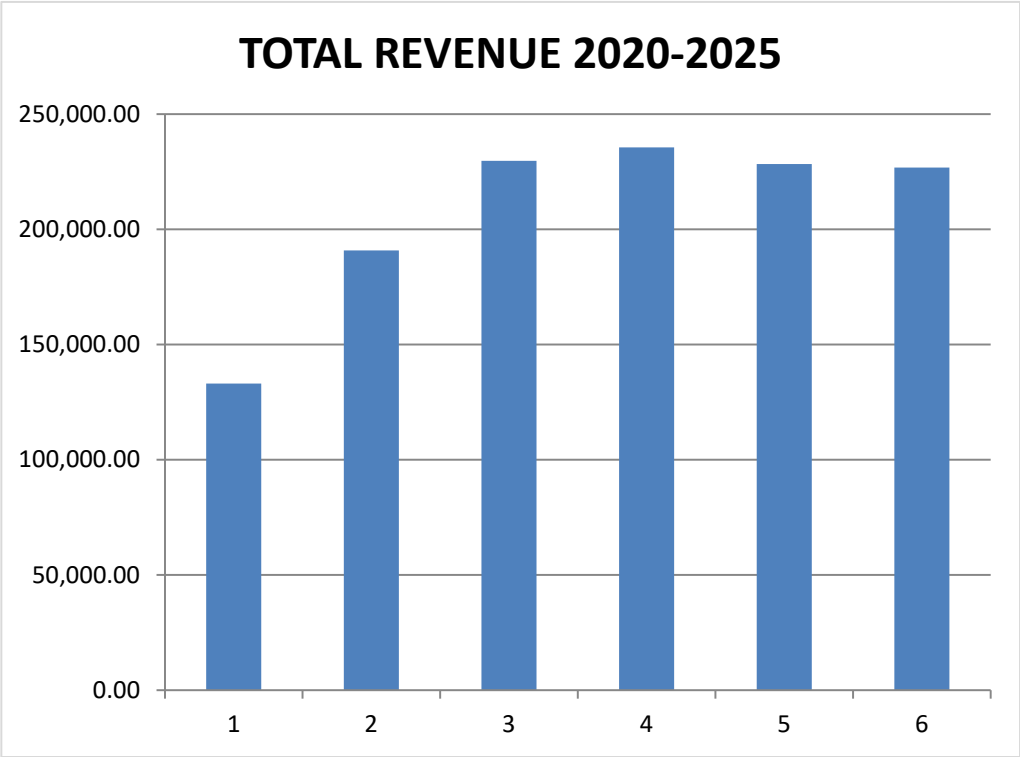
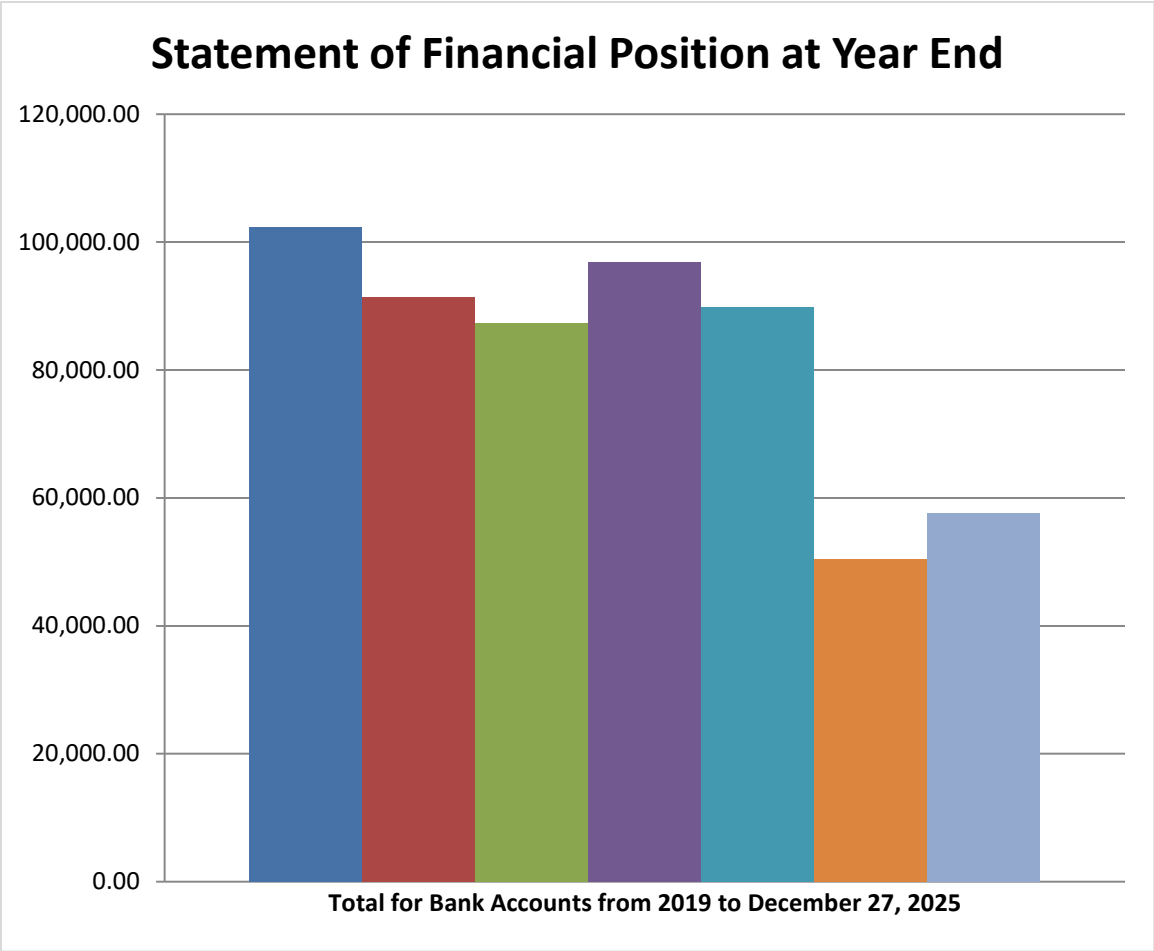
Businesses that Expanded

Dina's Great Finds
Keto Carb Crave

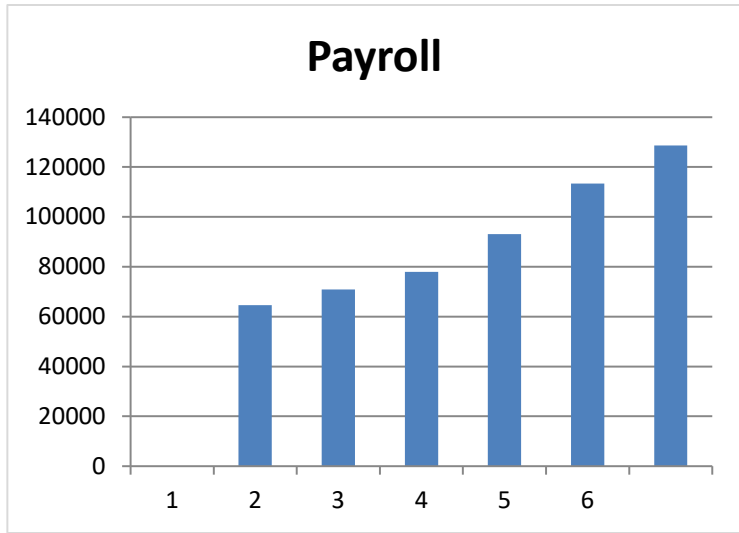
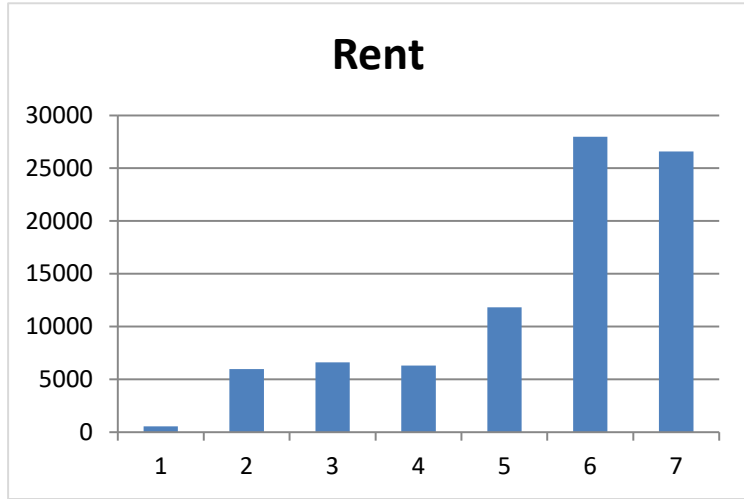
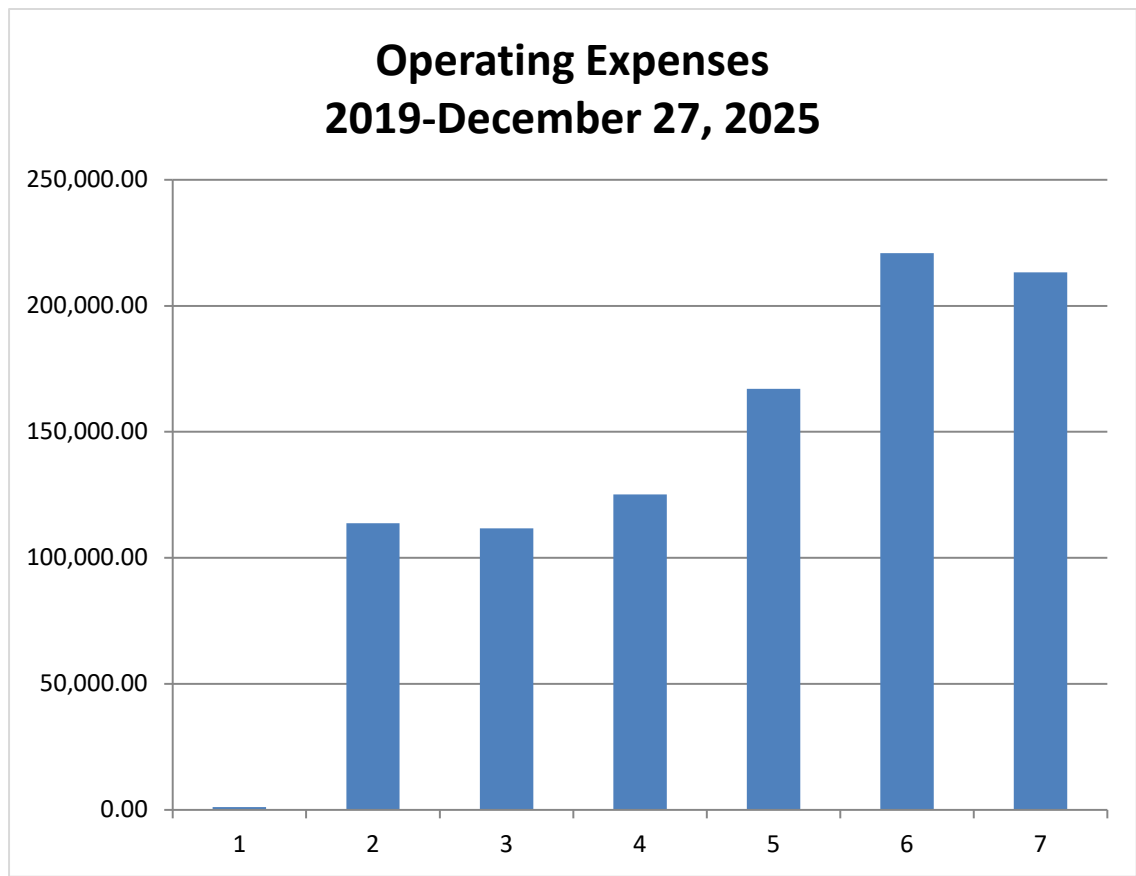
Strengthen
existing
businesses and
recruit new
businesses

Develop financial
incentives for
businesses

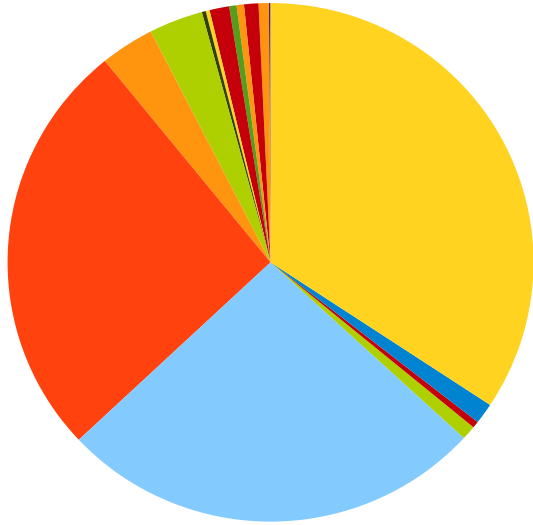
OHMSA Financials



EXPENSES



TOTAL EXPENSES 2020-2025



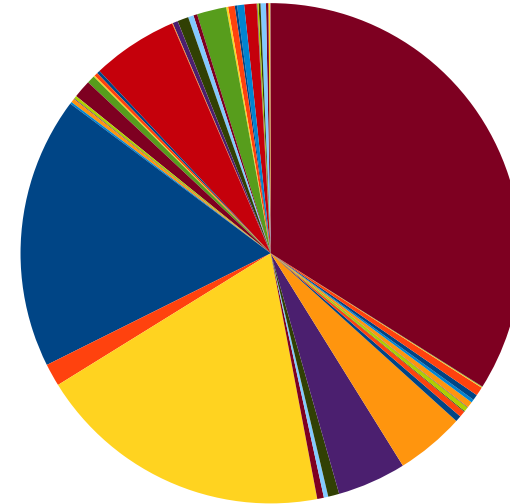
Payroll 42%

Streetscape 24%

Events 11%

Operating Expenses 15%

TOTAL EXPENSES 2025



Payroll 62%

Events 16%

Operating Expense 18%

Goals for 2026

- **Oaktoberfest Fundraiser**
- **Membership program-reach 100% participation of historic downtown businesses**
- **Add directional sign posts**
- **Begin working on entrance sign for corner of Hwy 20 and Pioneer Way**
- **Develop Waterfront Historic Markers**
- **Look into a Trolley Car for downtown**
- **Expand participation in MSTCIP**
- **Expand the Façade Improvement Grants**
- **Research Wi-Fi for Pioneer Way**
- **Revamp key downtown parking areas**
- **Work with retail businesses on standard business hours**

VISIT HISTORIC DOWNTOWN OAK HARBOR

WALK SHOP DINE

Statement of Activity

Oak Harbor Main Street Association
January-December, 2025

Distribution account	Total
Income	
4100 Donations	
4100.10 B&O Tax Credit Program	120,600.00
4100.20 Donor Designated Funds	\$150.00
4100.25 Grant	800.00
4100.26 LTAC Grant	37,085.25
4100.27 Plaque Sponsorship	600.00
4100.28 Sponsorship	19,550.00
Total for 4100.20 Donor Designated Funds	\$58,185.25
4100.30 Non- Donor Designated Funds	1,295.37
Total for 4100 Donations	\$180,080.62
4200 Events	21,461.71
4600 Membership	5,098.25
4650 Partnerships	650.00
Non-Profit Revenue	\$250.00
Main Street Market Rent Collected	9,250.00
Total for Non-Profit Revenue	\$9,500.00
Total for Income	\$216,790.58
Gross Profit	\$216,790.58
Expenses	
6020 Bank Charges & Fees	\$124.00
6023 Bank Charges and Fees-Square	130.88
6025 Bank Charges & Fees-Stripe	638.09
Stripe	26.94
Total for 6020 Bank Charges & Fees	\$919.91
6030 Computer and Software	2,126.95
6040 Charitable Contributions	746.00
6058 Dues & Memberships	550.00

Statement of Activity
Oak Harbor Main Street Association
January-December, 2025

Distribution account	Total
6060 Entertainment	200.00
6070 Event Expenses	
6070.10 Advertising/Promotional	4,828.32
6070.15 Entertainment	2,731.84
6070.20 Equipment Rental	938.69
6070.35 Fundraising Expenses	2,572.38
6070.3 Facility Rental	770.00
6070.40 Food and Beverage	11,529.58

Statement of Activity

Oak Harbor Main Street Association
January-December, 2025

Distribution account	Total
6070.45 Other Event Expenses	1,474.47
6070.50 Permits and Fees	2,155.00
6070.60 Prizes and Giveaways	4,313.45
6070.75 Service Fees	29.00
6070.80 Supplies & Materials	2,029.29
6070.90 Volunteer Expenses	277.86
Total for 6070 Event Expenses	\$33,649.88
6080 Insurance	
6080.10 Liability Insurance	1,225.93
6080.20 D&O Insurance	1,377.00
6080.40 Umbrella Insurance	500.00
Total for 6080 Insurance	\$3,102.93
6090 Advertising & Marketing	7,005.13
6300 Organization Committee Expenses	19.04
6400 Office	
6400.10 Office Supplies	1,166.80
6400.30 Postage	284.38
Total for 6400 Office	\$1,451.18
6500 Payroll Expense	
6026 Gusto Fees	775.01
6500.10 Wages	118,056.84
6600 Payroll Tax Expense	9,801.74
Total for 6500 Payroll Expense	\$128,633.59
6700 Professional Fees	
6700.10 Accounting Fees	2,607.00
6700.40 Contract Services-Technical	1,727.28
Total for 6700 Professional Fees	\$4,334.28
6710 Rental Expenses	

Statement of Activity
Oak Harbor Main Street Association
January-December, 2025

Distribution account	Total
6710.10 Office Rent	26,950.00
Total for 6710 Rental Expenses	\$26,950.00
6720 Streetscape Improvements	
6720.30 Plants	0.00
6720.40 Signage	2,335.34
Total for 6720 Streetscape Improvements	\$2,335.34
6740 Taxes & Licenses	
6740.10 Annual SOS	10.00
Total for 6740 Taxes & Licenses	\$10.00

Statement of Activity

Oak Harbor Main Street Association
January-December, 2025

Distribution account	Total
6760 Meeting Expenses	
6760.10 Local Meetings	335.00
6760.20 Lodging	1,761.20
6760.40 Registration Fees	210.10
Total for 6760 Meeting Expenses	\$2,306.30
6770 Utilities	
6770.10 Internet	1,224.23
6770.20 Power	2,203.30
Total for 6770 Utilities	\$3,427.53
7800 In-Kind Purchases or Discounts	300.00
QuickBooks Payments Fees	210.31
Total for Expenses	\$218,278.37
Net Operating Income	-\$1,487.79
Other Income	
8010 Interest Earned	20.56
Total for Other Income	\$20.56
Net Other Income	\$20.56
Net Income	-\$1,467.23

Statement of Financial Position

Oak Harbor Main Street Association

As of December 31, 2025

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
1001 Checking Heritage 4651	34,690.10
1002 Savings Heritage 3699	702.44
1003 Checking Peoples 7865	10,454.73
1004 Savings Peoples 8019	1,009.18
6800 Voided Check	0.00
6900 In-Kind Clearing	713.81
Total for Bank Accounts	\$47,570.26
Accounts Receivable	
1100 Accounts Receivable (A/R)	1,500.00
Total for Accounts Receivable	\$1,500.00
Other Current Assets	
1200 Undeposited Funds	0.00
1300 Prepaid Expenditures-Rent	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$49,070.26
Fixed Assets	
1500 Furniture & Equipment	434.75
Total for Fixed Assets	\$434.75
Total for Assets	\$49,505.01
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	1,500.00
Total for Accounts Payable	\$1,500.00

Statement of Financial Position

Oak Harbor Main Street Association

As of December 31, 2025

Distribution account	Total
Other Current Liabilities	
2400 Payroll Liability	
2401 Federal Payroll Tax Payable (941)	0.00
2407 SUTA Payable	0.00
2408 WA Paid Family Leave Payable	0.00
2409 L&I Payable	0.00
2410 FUTA Payable	0.00
2411 WA Cares Fund	0.00

Statement of Financial Position

Oak Harbor Main Street Association

As of December 31, 2025

Distribution account	Total
Total for 2400 Payroll Liability	\$0.00
2500 Sales Tax Payable	270.30
Payroll Clearing	0.00
Total for Other Current Liabilities	\$270.30
Total for Current Liabilities	\$1,770.30
Total for Liabilities	\$1,770.30
Equity	
3000 Opening Balance Equity	0.00
3200 Unrestricted Net Assets	105,459.41
3300 Retained Earnings	-56,257.47
Net Income	-1,467.23
Total for Equity	\$47,734.71
Total for Liabilities and Equity	\$49,505.01

Subject: Approval of Minutes: City Council Special Meeting - State Auditor's Office
Stewardship Award Presentation of December 15, 2025 and City Council
Regular meeting of December 16, 2025

Submitted By: Julie Nester, City Clerk

RECOMMENDED ACTION

Motion to approve the minutes of the City Council Special Meeting - State Auditor's Office
Stewardship Award Presentation of December 15, 2025, and the City Council Regular meeting
of December 16, 2025.

BACKGROUND / SUMMARY INFORMATION

N/A

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. 12.15.25 Special Meeting Minutes WA State Auditor's Office Stewardship Presentation
2. 12.15.25 Special Meeting Stewardship Award
3. 12.15.25 Special Meeting Transmittal Letter from Washington State Auditor
4. 12.16.25 Regular Meeting Minutes

Oak Harbor City Council
Special Meeting Minutes
December 15, 2025

CALL TO ORDER

Mayor Wright called the special meeting to order at 3:00 p.m.

ROLL CALL

City Council Present:

Mayor Ronnie D. Wright
Councilmember Bryan Stucky
Councilmember Eric Marshall
Councilmember Christopher Wiegstein
Councilmember James P. Marrow

Staff Present:

Deputy City Administrator/Finance Dir. David Goldman
Finance Manager, Accounting Ashley Ramos
Finance Manager Chas Webster
Accountant Adrian Gonzales
Accountant Staci Baier
Accountant Joseph Tilghman
Accounting Specialist Kimberly Schmal
Grants Administrator Wendy Horn
Public Works Administration Manager Sandra Place
Capital Projects Manager Phillip Esqueda
Human Resources Generalist/Payroll Rachel Steckel
Executive Services Coordinator Macalle Finkle
City Clerk Julie Nester

Also in attendance for the State Auditor's Office:

Washington State Auditor Pat McCarthy
Deputy State Auditor Kelly Collins
Chief of Staff Janel Roper
Director of Local Audit Tina Watkins
Assistant Director of Local Audit Kristina Baylor
Bellingham Audit Manager Deena Garza
Bellingham Audit Staff Annika Grande

1. PRESENTATIONS

a. Washington State Auditor – Stewardship Award

Washington State Auditor Pat McCarthy addressed those in attendance. She noted that she and the audit team had come to present the City of Oak Harbor with a Stewardship Award, recognizing the City's dedication to accountability and transparency in government. State Auditor McCarthy explained that this award is given to very few public entities, with only ten being awarded statewide out of 2,817 audits completed this year. She specifically recognized Deputy City Administrator and Finance Director Goldman, Accounting Finance Manager Ramos, and the entire Finance Department for their proactive effort to monitor the use of public resources and improvements made to their government, and the intentional steps taken by City staff to improve internal controls and documentation processes that help in the preparation of financial statements. State Auditor McCarthy also cited the City's positive and professional working relationship with the State Auditor's Office.

State Auditor McCarthy presented the stewardship award to Mayor Wright, Deputy City Administrator and Finance Director Goldman and Accounting Manager Ramos, who managed the audit for the City.

Mayor Wright thanked State Auditor McCarthy and her team for recognizing the City and for traveling to present the award in person. He acknowledged the dedicated work of all involved in the audit for the City and for their commitment to accuracy and transparency every day.

Deputy City Administrator and Finance Director Goldman introduced those from the City who were in attendance that had worked on the audit. State Auditor McCarthy introduced her team as well.

A copy of State Auditor McCarthy's letter to the City and of the Stewardship Award are attached to these minutes.

ADJOURN

There being no further business, Mayor Wright thanked all for attending and adjourned the special meeting at 3:22 p.m.

Certified by Julie Nester, City Clerk



State Auditor's Stewardship Award

Presented in recognition of outstanding accomplishment in accountability, transparency and good stewardship of public resources, as we pursue the shared mission of government that works better, and earns greater public trust.

Better government is the bottom line





**Office of the Washington State Auditor
Pat McCarthy**

December 15, 2025

The Honorable Ronnie Wright, Mayor
Oak Harbor City Council
865 SE Barrington Drive
Oak Harbor, WA 98277

Dear Mayor Wright:

The Office of the Washington State Auditor recognizes the City of Oak Harbor's dedication to accountability and transparency in government. We would like to specifically recognize Deputy City Administrator and Finance Director Dave Goldman, Accounting Finance Manager Ashley Ramos and the entire finance department for their proactive effort to monitor the use of public resources and improvements made to their government. City staff regularly consult with their peers and associations for best practices, which informed their approach on a new application system and improving timeliness of business processes. One example of the City's effective oversight processes is that finance staff found abnormalities in utility bills and successfully recovered hundreds of thousands of dollars in overcharges from a service provider.

More broadly, City staff have taken intentional steps to improve internal controls and documentation processes that help in preparation of financial statements. Staff also prioritize the audit process by being prepared, anticipating needed information and requests, making sure key employees are available and balancing resource priorities when scheduling a major software conversion.

The City's professional staff work diligently to be transparent and accountable, which increases public trust in government. They understand the value of public audits and have fostered a positive and professional working relationship with the State Auditor's Office. We thank the City for its dedication to the people of Washington.

Sincerely,



Pat McCarthy
Washington State Auditor

Oak Harbor City Council
Regular Meeting Minutes
December 16, 2025

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

CALL TO ORDER

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

Invocation – Led by Pastor Matthew Erikson – First Reformed Church

Pledge of Allegiance – Led by Mayor Wright

ROLL CALL

City Council Present:

Mayor Ronnie Wright
Mayor Pro Tem Tara Hizon
Councilmember Jim Woessner
Councilmember Bryan Stucky
Councilmember Eric Marshall
Councilmember Christopher Wiegstein
Councilmember Barbara Armes
Councilmember James P. Marrow

Staff Present/Videoconference

Deputy City Administrator David Goldman
Public Works Director Steve Schuller
Parks and Recreation Director Brian Smith
Human Resources Director Emma House
Police Chief Tony Slowik
Fire Chief Travis Anderson
Deputy Police Chief Kevin Barton
Fire Marshal Paul Schroer
Principal Planner Rajesh “Cac” Kamak
Harbormaster Alyce Henry
Recreation Manager Liz Lange
Police Sergeant Matthew Krynski
Police Sergeant Jeremy Soptich
Executive Services Coordinator Macalle Finkle
City Clerk Julie Nester

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

Others in attendance included members of the
Oak Harbor Police Department

EXCUSE ABSENT COUNCILMEMBERS

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

1. APPROVAL OF AGENDA

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

Motion: Mayor Pro Tem Hizon moved to approve the agenda as presented. Councilmember Marrow seconded the motion, which passed unanimously.

2. PRESENTATIONS

a. Honoring Councilmember Jim Woessner for his years of dedicated service to the City of Oak Harbor

Mayor Wright noted Councilmember Jim Woessner is a lifelong resident of Oak Harbor. He has served the City Council for the past 8 years with honor and respect and brought a much-valued local perspective to Council deliberations. He stated, Jim, we appreciate you and all that you do for Oak Harbor, as a City Councilmember, as a businessman, and as a community volunteer. Please accept this plaque honoring your service along with our sincere thanks for all of your hard work. It has been a pleasure working with you.

Mayor Wright was joined by Mayor Pro Tem Hizon in presenting Councilmember Woessner with a plaque commemorating his years of service on the Council.

Public Works Director Schuller voiced his appreciation for Councilmember Woessner's insights, especially in real estate matters, and for his leadership with respect, courtesy, and care. He presented Councilmember Woessner with an Oak Harbor Street sign for "Woessner Way" which included his year of graduation from Oak Harbor High School and a hydro plane to commemorate his years promoting the Hydro's for Heroes annual event.

Chief of Police Slowik also presented councilmember Woessner with a plaque on behalf of the Oak Harbor Police Department for his work in support of public safety and his strategic leadership.

Councilmember Woessner stated that for last eight years it had been an honor and a privilege to serve the people of Oak Harbor and to give a little bit back to his hometown. He thanked all who supported him and his family. To Mayor Wright, Councilmember Woessner said it had been a pleasure to work with him for the past two years and appreciated him more than he knew.

b. Proclamation: Designating the City of Oak Harbor a Gold Star Families City

Mayor Wright thanked proponents Julie Street and Aaron Doran for their presentation to the City Council on December 2, 2025. Mayor Wright noted that before he made the proclamation, Aaron had asked to say a few words.

Aaron Doran thanked the Mayor and the City Council, noting this was not an easy subject to speak on and that he was speaking tonight as a Navy Veteran and as a Gold Star family member, having lost his son in service to our country. He observed that the Gold Star Family designation is a promise that the sacrifices made are forever honored and remembered. Mr. Doran noted there are no words to describe the loss of a child and that the gold star flag they display at home is one of many who have lost a loved one and leave behind a grateful community.

Mayor Wright commended Mr. Doran and thanked him for his service and sacrifice. He requested that Councilmember Stucky read the proclamation, following which Mayor Wright presented Mr. Doran with a copy.

c. Island Senior Resources – Nic Wildeman, Executive Director

Nic Wildeman, Executive Director for Island Senior Resources (ISR) provided the Council with information on ISR's programs and services, and how they partner with the City, leasing the modular building adjacent to The Center, which houses their Aging and Disability Resources staff and medical lending library. He explained that ISR also leases the kitchen and dining room inside The Center to operate their North Whidbey nutritional services program. They in turn provide space at no cost for Statewide Health Insurance Benefit Advisors (SHIBA) a free, volunteer-run state program administered through ISR—to meet with community members. City of Oak Harbor Parks and Recreation also supports these efforts by managing appointment scheduling for SHIBA visits conducted at The Center.

Mr. Wildeman provided an overview of ISR's scope of impact, challenges, and methods of how others can get involved.

d. Oak Harbor Police Department Lieutenant Promotion Ceremony

Oak Harbor Police Chief Slowik administered the ceremony for the promotions of Police Sergeants Matthew Krynski and Jeremy Soptich. He explained the position of Police Lieutenant is a Division Commander and mid-level manager for the Oak Harbor Police Department (OHPD) and introduced both officers..

Matthew Krynski brings over 28 years of public safety experience to his new role as a Lieutenant with the OHPD. Matthew's experience as a Volunteer Firefighter, Emergency Medical Technician, Professional Firefighter, Corrections Officer, and Police Officer dates back to 1997. Prior to joining the department in 2014, he previously served with the Kittitas County Sheriff's Office, Port Townsend Police Department and a civilian with the U.S. Navy.

Throughout his career, he has worked as a Field Training Officer, Firearms Instructor, and has instructed various patrol-related disciplines. He has held leadership roles as a Patrol Sergeant, Field Training Officer Sergeant, and currently serves as the department's Administrative Training Sergeant and Records Division Supervisor.

Jeremy Soptich brings nearly two decades of public safety experience to his new role as a Lieutenant with the OHPD. An Oak Harbor High School graduate, he began his career serving island and Snohomish County communities as a 911 dispatcher, gaining a strong foundation in emergency communications and crisis response. In 2015, Jeremy was hired by the Yakima Police Department, where he built a distinguished career as a Patrol Officer, School Resource Officer, Detective, Peer Support Team Leader, and most recently a Patrol Sergeant. Jeremy's diverse background and proven leadership in high pressure and critical incident environments make him a strong addition to the OHPD's command staff.

Jeremy and his wife Lauren are Oak Harbor High School graduates; they are proud to return to Whidbey Island and look forward to raising their family in a safe and supportive community.

Chief Slowik administered the Lieutenants Oath to both officers and called on Matthew's wife Susan and Jeremy's wife Lauren to pin on their new position designations.

Lieutenant Krynski stated he was truly honored and privileged to receive this promotion and praised the supportive leadership of Chief Slowik and the team that pushes him, his wife, parents and family.

Lieutenant Soptich stated he was very thankful for the opportunity and to be back where he grew up. He noted his former Captain from Yakima was in attendance along with family and friends from Eastern Washington.

Mayor Wright called for a five-minute recess from 6:09 p.m. to 6:14 p.m. to also time for congratulations and photos.

3. PUBLIC COMMENT PERIOD

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

The City received several new public comments since the last regular meeting. These were displayed.

Comments were received from:

1. Gwen Rhines of Island County writing in opposition to replacing the existing tennis court at Sumner Park with a pickleball court.
2. Michael Szemplinski of Oak Harbor requesting that a lock between the Oak Harbor High School and NW Fairhaven Drive be removed to provide faster access to the High School or to Hillcrest Elementary. (It was noted that this is School District property and not owned by the City.)
3. Michael Szemplinski of Oak Harbor, who submitted a second comment regarding micromobility infrastructure and the need to have physical infrastructure to separate people rolling, such as by using a bicycle, wheelchair, scooter or other means, from those driving.

Mayor Wright asked if there were any members of the public present who wished to speak to any other items not listed on the agenda or on the consent agenda. He explained that if anyone present had already submitted their public comment and had it displayed, that they would not be invited to comment on the same subject here a second time. He noted the Clerk would call on speakers in the order in which they signed in to speak and asked speakers to step forward to the microphone, state their name and address, and to limit comments to three minutes.

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

4. CONSENT AGENDA

Consent Items

- a. Approval of Minutes: City Council Meeting of December 2, 2025
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Marina Host Agreement 2026
- d. Marina Small Vessel Upland Storage Agreement
- e. Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc.
- f. Island County Solid Waste Agreement

Regular Meeting Minutes December 16, 2025

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- g. Appointment: Planning Commission, Position 3 – Cody Bakken
- h. Appointment: Civil Service Commission, Position 3 – Ken Fobian
- i. Re-Appointment: Salary Commission, Position 1 – Jason McFadyen
- j. Re-Appointment: Salary Commission, Position 3 – Tiffany Scribner
- k. Amendment No. 4 to the Professional Services Agreement with Gray and Osborne for On-Call Water Services
- l. U.S. Navy Right of Entry Agreement for Oak Harbor Marina

Mayor Wright noted additional appointments were scheduled for January 6, 2026. He called for any changes to the consent agenda.

Councilmember Woessner requested to pull consent agenda items i. Re-Appointment: Salary Commission, Position 1 – Jason McFadyen, and j. Re-Appointment: Salary Commission, Position 3 – Tiffany Scribner for discussion.

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

Motion: Councilmember Marrow moved to approve the remaining items on the consent agenda. The motion was seconded by Mayor Pro Tem Hizon and passed unanimously.

Mayor Wright called for discussion of items i. and j.

Councilmember Woessner thanked all volunteers for their service on City boards, commissions and committees. He provided background information on the formation of the Salary Commission, which was formed initially at the state level and eventually becoming something Class 1 cities could adopt. Prior to having a Salary Commission, the Council would have to determine whether to provide themselves with any cost-of-living adjustment (COLA) or salary increase, and any increase would not apply until after the next election of those seated Councilmembers. Councilmember Woessner explained that the Salary Commission is independent of and does not answer to the City Council, the legislative body that handles policy and financial decision, and sets Council salaries so that the Council and the Council's constituents do not speak to this. He noted that at the time of the formation, he looked at the Salary Commission as smart and easier for the Council, but in hindsight he felt perhaps it was not the best of decisions. Councilmember Woessner stressed that his comments had nothing to do with the individuals being re-appointed and that the governance of the Salary Commission was set by Washington Administrative Code (WAC) that the Council could not change, but that having such a commission was something a future Council could reconsider.

Motion: hearing no further discussion, Mayor Pro Tem Hizon moved to approve consent agenda items i. and j. The motion was seconded by Councilmember Marrow and passed by a vote of 5-2 with Councilmembers Armes, Wiegenstein, Marshall, Marrow, and Mayor Pro Tem Hizon in favor and Councilmembers Woessner and Stucky opposed.

5. MAYOR & COUNCIL COMMENTS

a. Mayor's Comments

Mayor Wright displayed slides and provided the following comments:

- Holiday Cheer: Thank you to Mayor Pro Tem and Councilmembers for being part of the downtown tree lighting and Santa parade.
- Team Whidbey: Staff, council and I attended the NAS Whidbey Island Team Whidbey Community Leadership Forum, and their Winter Social. The Community Leadership Forum included community leaders from Oak Harbor and Island County. NASWI presented information for partner collaboration and a time for conversations.

- Looking forward to our Council Retreat which we are planning for January 8, 2026. Additional details will be provided closer to the retreat.
- Happy Retirement to Ray Heltsley: This week our Code Compliance Officer Ray Heltsley retired. Ray started April 1, 1977 at OHPD and retired from OHPD on July 1, 1998. Then on October 5, 2005 he was hired as the City's Code Enforcement Officer. We appreciate all of Ray's service to the City.
- Christmas Tree Recycling: Just a reminder on a safe and easy way to dispose of your Christmas tree. Christmas trees will be accepted next to or in your yard waste bin on your normal garbage day, January 2nd through the 7th, and February 2nd through the 6th.
- Local Happenings: Upcoming local events include the Nutcracker Hunt downtown and the Whidbey Playhouse Extravaganza which ends this weekend. Don't forget to shop local this holiday season.
- Boards, Commissions, and Committees: We are still taking applications for Advisory Boards and Commissions.
- Follow us on social media to stay connected

Mayor's Appointments of City Councilmembers to Service Boards, Commissions, and Committees

Mayor Wright noted that it is his responsibility each year to appoint members of the Council to serve on boards, commissions, and committees both externally, on behalf of the City, and internally as ex-officios. He explained that this year he had attempted to consider requests from individual Councilmembers, while keeping in mind the need to serve the best interests of the City.

The listings in the meeting packet were updated and re-published to reflect feedback from both the Council and from other entities.

Mayor Wright displayed his proposed appointments and called on the Council for any questions or comments.

Councilmember Stucky noted there was one new individual coming onto the Council and inquired whether they could meet the meeting requirements for those boards, commissions, and committees assigned to them. In-coming Councilmember Sandi Peterson was in attendance in the audience and confirmed she could meet both appointments.

Motion: Councilmember Marrow moved to approve the Mayor's appointments of Councilmembers to service boards, commissions, and committees for 2026 as presented. Councilmember Marshall seconded the motion, which passed unanimously.

b. Councilmembers

Mayor Wright called on the Council for their comments.

Mayor Pro Tem Hizon, and Councilmembers Woessner, Armes, Stucky, Marshall, Marrow and Wiegstein provided their respective comments.

Mayor Pro Tem Hizon reported on a delightful experience at the tree lighting ceremony.

Councilmember Woessner recognized Cody Bakken on his appointment to the Planning Commission.

Councilmember Armes reported the Marina Advisory Commission has two sub-committees, with one focused on capital projects. A meeting of all Marina tenants is planned for January 16th at City Hall from 6:00-7:00 p.m.

Councilmember Stucky noted that when he ran for Council five years ago, Councilmember Woessner had met with him and that he appreciated his mentorship and friendship. He noted Councilmember Woessner was highly knowledgeable, had done a fine job, and that it had been an honor and a lot of fun to serve with him.

Councilmember Marshall noted his appreciation of Pastor Erikson filling in to provide the invocation but missed Chaplain Lura providing his annual end of year invocation and wished him well. He too noted it had been an honor to serve with Councilmember Woessner and praised his historical knowledge and passion for the community.

Councilmember Marrow noted he hoped the City could resource Councilmember Woessner for his valuable service.

Councilmember Wiegenstein thanked Councilmember Woessner for his leadership, his service to the community and for his example.

Councilmember Armes also noted her appreciation of Councilmember Woessner, and all that the members of the Council had learned from his and for his knowledge.

Mayor Wright thanked Councilmember Woessner once again, noting his knowledge on code revision and other items would be missed and that it had been an honor to work with him.

6. PUBLIC HEARINGS & MEETINGS

There were no public hearings.

7. ORDINANCES & RESOLUTIONS

a. Resolution 25-28: Cost of Living Adjustment for Non-Represented Employees for 2026

Deputy City Administrator and Finance Director Goldman reviewed the item for the Council, presented in accordance with Revised Code of Washington (RCW) 35A.11.020. He explained that during the development of the 2025-26 biennial budget, cost-of-living increases (COLA) of 2.5% for 2025 and 2.0% for 2026 were included with the expectation that inflation would slow down considerably from what was being experienced during 2024. Based on the latest published inflation reading (Bureau of Labor Statistics Seattle Area Consumer Price Index twelve months ending in August 2025), inflation is at 2.8%, exceeding the amount included in the budget. Based on this, it is suggested that the COLA provided to non-represented employees for 2026 be increased from 2.0% to 2.5%, which is the same adjustment provided for 2025. This will affect approximately 54 full-time employees or a little over one-third of the City's workforce and is in conformance with union agreements.

2026 estimated impacts are as follows:

- General Fund: \$22,075.38. Average annual amount per employee: \$525.60
- Other Funds: \$ 7,048.32 Average annual amount per employee: \$587.36
- Total: \$29,123.70 Average annual amount per employee: \$539.33

Impacts will be included in a future budget amendment.

Mayor Wright thanked Deputy City Administrator and Finance Director Goldman for his presentation. He confirmed no comments had been received and called for any comments from those in attendance. Hearing none, Mayor Wright closed public comment and called on the Council for their questions and comments.

Councilmember Woessner noted to Human Resources Director House that he believed this may have been only the second time in his years on the Council in which the workforce contracts were completed prior to the end of the year and that he was glad to see the non-represented employees getting the same COLA as union employees.

Motion: Councilmember Woessner moved to approve Resolution 25-28: Authorizing and approving a 2.5% cost-of-living adjustment for non-represented employees, commencing January 1, 2026. Councilmember Marrow seconded the motion, which passed unanimously.

b. Resolution 25-20: Adopting a Revised Employee Policy Manual

Human Resources Director House reviewed the item for the Council, which introduces a revised Employee Policy Manual (EMP) the original of which was approved by former Mayor Severns and adopted by the Council on June 18, 2012, and last amended on March 9, 2018. The proposed EPM was approved by Mayor Ronnie Wright on December 10, 2025, and is scheduled to be implemented and effective as of January 1, 2026. It has been reviewed by legal counsel. Per OHMC 2.34.050, Administration: "The mayor shall have general authority to oversee administration of the personnel matters of the city... the city council expressly authorizes and directs the mayor to adopt such additional or clarifying personnel policies by administrative actions."

Director House reviewed the updates to the EPM, which included the following:

Removal of:

5.17 Shared Sick Leave

5.23 Wellness Membership Fee Incentive – replaced with a complimentary local gym membership

Addition of:

1.0 Developing and Publishing Policies, Procedures, Tasks and Forms

2.011 Justice, Equity, Diversity, and Inclusion (JEDI)

2.051 Anti-Bullying

2.07 Hiring and Recruitment

2.071 Civil Service

3.021 Retaliation

3.041 Electronic Signature and Remote Notarization

3.071 Public Access on City Property

3.101 Building Access and Security

3.121 Office or Workspace

4.031 Compressed or Modified Work Schedule

4.051 Flexible Time

4.091 Classification and Compensation

4.12 Infections and Communicable Disease

4.13 Telecommuting

5.031 Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA)

5.061 Paid Family and Medical Leave (PFML)

5.131 Leave for Certain Emergency Services Personnel

5.17 Management Leave

5.21 Training Expenses

5.22 License, Certification, or Registration

5.24 Health Food Choices

Regular Meeting Minutes December 16, 2025

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Director House provided a breakdown of costs and noted revisions to established policies include clarification on exempt and non-exempt or non-union and union, service recognition, retention pay, transitional work (light or modified duty), accrued vacation to deferred compensation, and wellness rooms.

Mayor Wright thanked Director House for the presentation. He confirmed no public comments had been received and called for any comments from those present. Hearing none, he turned to the Council for their questions and comments.

Councilmembers Marrow and Stucky provided their respective questions and comments.

Councilmember Marrow voiced his admiration to Director House, and all involved in the creation and updating of the Employee Policy Manual.

Councilmember Stucky asked for clarification from City Attorney Evans that when the Employee Policy Manual talks about interaction with the media, those statements applied only to staff and not to the Council.

City Attorney Evans explained that the Council decides if the Employee Policy Manual applies to the Council.

Councilmember Stucky noted that in the section of the Manual regarding nepotism, he would like to change the wording from “city council” to “elected official”. Deputy City Administrator and Finance Director Goldman confirmed where this was located in the Employee Policy Manual, 211 Section A.

Motion: Following a brief discussion, Councilmember Stucky moved to approve Resolution 25-20, Adopting a revised Employee Policy Manual with the change of the words “council member” in 211 Section A to read “elected official” of the City of Oak Harbor. Councilmember Marrow seconded the motion, which passed unanimously.

Mayor Wright thanked Human Resources Director House, City Administrator Combs, Deputy City Administrator and Finance Director Goldman, City Attorney Evans, and all department heads for their work on the Manual. Mayor Pro Tem Hizon added her thanks to the department heads and staff and voiced appreciation for staff for their input, which gave her confidence in the document.

8. CONTRACTS & AGREEMENTS

a. Interim Agreement with Island County for Municipal Court Services

Deputy City Administrator and Finance Director Goldman reviewed the details of the Interim Agreement. The City of Oak Harbor and Island County District Court have had an Interlocal Agreement (ILA) for Municipal Court services since 2014, with the most recent amended ILA approved by both entities on December 19, 2018 for a four-year period, and amended a second time on December 12, 2022 for a three-year period ending December 31, 2025.

City Administrator Combs and City Clerk Nester met with Island County District Court Judge Ron Costeck, Island County Commissioner Jill Johnson, and Island County Director of Budget and Risk Management Susan Gieger in October to discuss renewal of the ILA. In that meeting, it was determined that the City and Island County would put forward an Interim ILA to extend the termination

date to allow both entities to do a more in-depth examination of current data. The proposed third amendment to the ILA was drafted by City legal counsel and extends the ILA to July 1, 2026.

Mayor Wright thanked Deputy City Administrator and Finance Director Goldman for his presentation. He confirmed no public comments had been received and called for comments from those in attendance, hearing none, he called on the Council for their questions and comments, noting the City could likely expect a rate increase in the future.

Councilmember Woessner provided his respective comments and observed there had been no percentage change since 2018.

Deputy City Administrator and Finance Director Goldman acknowledged the City had paid a rate of 17% of the municipal court costs for quite a while and that this data would be evaluated during negotiations.

Motion: Mayor Pro Tem Hizon moved to approve the Third Amendment to the Interlocal Agreement with Island County District Court for Municipal Court services. Councilmember Woessner seconded the motion, which passed unanimously.

b. Teamsters Collective Bargaining Agreement for the Oak Harbor Marina, Parks, and Public Works

Human Resources Director House reviewed and provided background information for the Collective Bargaining Agreement (CBA).

The bargaining group met in five negotiation sessions. On November 25, 2025, the City of Oak Harbor Mayor's Administration and the Teamsters Union, Local No. 231 tentatively agreed to a three (3) year collective bargaining agreement. The bargaining members voted 26-1 in favor. This agreement covers the period of January 1, 2026 to December 31, 2028.

The cost-of-living adjustments (COLA) for the years of the agreement are as follows:

For 2026, a 2.5% cost of living adjustment.

For 2027, a 2.5% cost of living adjustment.

For 2028, a 2.5% cost of living adjustment.

Those significant contract items negotiated were as follows:

- Cost of living adjustment (COLA) of 2.5% for 2026, 2027, and 2028.
- Market adjustment of 2.5% for 2026 and of 1% for 2027 and 1% for 2028.
- Adjusted out-of-class from 3% to \$11.00 per day for 2026, \$12.00 per day for 2027, and \$13.00 per day for 2028.
- For 2026, employees will receive an additional one-time forty (40) hours of vacation added to their bank.
- Approved footwear or workwear increased from \$300.00 to \$350.00 annually.

Contract items changed or amended for clarification with no significant impact:

Section 1.2 updated language.

Section 5.3.1.b. updated language.

Section 7.1.1 added personal protective equipment (PPE) language.

Section 7.1.7 added language regarding duration of temporary work schedule adjustment.

Section 7.2.8 added language regarding payment at time of termination.

Section 10.1 added language for supporting documentation.

Section 10.6.b. deleted, no longer applicable.

As a percent of payroll, fiscal impact is:

2026 - 7.9%

2027 - 10.0%

2028 - 14.1%

Director House reviewed costing outcomes. She thanked the bargaining group, including Deputy City Administrator Goldman, City Administrator Combs, Public Works Director Schuller and Parks and Recreation Director Smith for all being part of the negotiations.

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

There were no questions or comments from the Council.

Motion: Councilmember Wiegenstein moved to authorize the Mayor to sign the Labor Agreement by and between the City of Oak Harbor and the Teamsters Union, Local 231 (Marina, Parks, and Public Works). Councilmember Marrow seconded the motion, which passed unanimously.

c. International Association of Firefighters Collective Bargaining Agreement for the Oak Harbor Fire Department

Human Resources Director House reviewed and provided background information for the Collective Bargaining Agreement (CBA) with the International Association of Firefighters (IAFF).

On December 9, 2025, the City of Oak Harbor Mayor's Administration and the IAFF Union, Local 4504, tentatively agreed to a two (2) year collective bargaining agreement. This agreement covers the period of January 1, 2026 to December 31, 2027. Director House noted the two-year agreement address any staffing changes for the new fire station and was approved by the bargaining unit by a vote of 19-1.

The cost-of-living adjustments (COLA) for the years of the agreement are as follows:

For 2026, a 2.5% cost of living adjustment.

For 2027, a 2.5% cost of living adjustment.

Those significant contract items negotiated were as follows:

Cost of living adjustment (COLA) of 2.5% for 2026 and 2027.

Market adjustment of 0.5% for 2026 and 2027.

Added classification and salary schedule for Firefighter/Paramedic, Captain Paramedic, and Battalion Chief.

Removed classification and salary schedule for Lieutenant.

Section 8.1 increased out-of-classification compensation from 5% to 7.5%.

Section 11.2.7 removed vacation buyout language.

Section 12.1 sick leave maximum accrual decreased from 1440 hours to 1000 hours.

Section 12.11 added sick leave cash-out for active employees.

Section 17.2.2 added holiday sell-back language.

Contract items changed or amended for clarification with no significant impact:

Section 1.2 updated language for classifications.

Section 1.3 added language regarding job descriptions.

Section 4.1 deleted language not needed.

Section 6.6 language added for retroactive processing.

Section 7.2 added probation extension language.
Section 8.1-8.5 updated working out-of-classification language.
Section 9.1 added 8-hour shift definition.
Section 9.5 updated non-structured hours.
Section 9.8.1 added language regarding outside employment.
Section 9.13 added shift bid language.
Section 9.14 updated right to assign language.
Section 10.7 removed classifications and updated reference.
Section 10.8 call response language updated.
Section 11.1.1 added 8-hour shift employee definition.
Section 11.1.3 separated holidays from vacation leave and adjusted accruals.
Section 11.2.2 deleted language not needed.
Section 11.2.4 added language for payment at time of termination.
Section 11.2.5 updated transfer of work shifts language.
Section 12.1.1 added language for those retiring before December 31, 2026.
Section 12.4 updated extended leave language.
Section 12.5 updated language.
Section 12.10 removed duplicate language.
Section 13.1 updated language and reference.
Section 14.2 added language for compensatory time.
Section 15.2 added language for termination.
Section 16.1 deleted cleaning allowance language.
Section 17.2 updated holiday language.
Section 17.2.1 added holiday prorated language.
Section 18.1.2 updated classification reference.
Section 19.1 updated bereavement leave definition.
Section 19.1.1 added bereavement language.
Section 19.1.2 added language for payroll processing.
Section 21.1 updated required training language.
Section 21.3 added voluntary training language.
Section 21.3.1 added voluntary training tuition language.
Section 22.1 added longevity is not compounded.
Section 28.3 deleted seniority language not needed.
Section 28.6 added seniority language.

As a percent of payroll, fiscal impact is:

2026 - 10.7%

2027 - 11.3%

21% of the impact will be funded by the Fire Protection Response Time Improvement Levy Lid Lift.

Director House reviewed costing outcomes. She thanked Fire Chief Anderson and the union representative for assisting with the language in the Agreement.

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

There were no questions or comments from the Council.

Motion: Councilmember Wiegenstein moved to authorize the Mayor to sign the Labor Agreement by and between the City of Oak Harbor and the International Association of Firefighters Union, Local 4504. Councilmember Marrow seconded the motion, which passed unanimously.

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Mayor Wright thanked Director House, Fire Chief Anderson, and Deputy City Administrator and Finance director Goldman for being at the negotiating table.

d. Magnet Forensic Equipment Purchase

Chief of Police Slowik presented the item. He explained that the Oak Harbor Police Department (OHPD) conducts criminal investigations where digital evidence is often stored in encrypted mobile devices. Between 2014 – 2020, OHPD paid for mobile forensic access tool services from a company called Cellebrite. Since 2020, the Island County Sheriff's Office (ICSO) has helped OHPD by providing use of their paid mobile forensic service. The ICSO content is NOT provided in an investigative format that is easily interpreted by investigators or prosecutors, resulting in delayed investigations and potential missed information. OHPD cases are a lower priority. Downloads can be delayed weeks or months. ICSO is expecting staff changes and there are no guarantees the agency assistance will be continued.

OHPD has a need for a mobile device forensic system that can capture and analyze data that is admissible in court.

- Supports iOS, Android, Windows, and Mac Devices.
- Used widely by law enforcement and security industry.
- Where software is updated routinely to mirror changes in operating systems.
- Provide investigators with current same-day or next-day reporting.

OHPD staff examined the mobile forensic access tools currently available. Staff contacted agency partners and identified successes with available forensic investigative tools

Magnet Forensics (SOLE SOURCE) has been identified as the tool that best fits the OHPD needs. Easily submit device extraction requests and create cases to save time and effort by the examiner. Most comprehensive iOS and modern Android device support available. Results are often under 1 hour, allowing devices to be returned to victims and witnesses. Ability to access and extract evidence from mobile devices irrespective of device state.

OHPD has available funds in the Police Operations — Investigation, Small & Attractive BARS account: 001.50.521.21.3515.

24 Month Agreement Two Year Agreement

Year 1 - 2025 Funds

Tool and Services: \$16,757.85

One Time Training: \$ 6,267.50

Year 2 - 2026 Funds

Tool and Services: \$17,032.16

Total: \$40,057.51

Chief Slowik noted this will allow for certification and unlimited downloads and provides a comprehensive analysis report.

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

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

Motion: Councilmember Woessner moved to authorize the Oak Harbor Police Department to sign a two-year agreement with Magnet Forensics for mobile forensic access tool service and training totaling \$40,057.51. Councilmember Wiegenstein seconded the motion, which passed unanimously.

9. OTHER ITEMS FOR CONSIDERATION

a. Approval of Accounts Payable Vouchers – Chamber of Commerce

Mayor Wright explained this voucher list contained payment or payments to the Greater Oak Harbor Chamber of Commerce, of which Councilmember Marshall is the Executive Director. In order to avoid a conflict of interest, Councilmember Marshall has stated he will recuse himself from a vote on such payments, which are now a separate agenda item.

Mayor Wright confirmed no public comments had been received. Hearing no comments from the public in attendance, or from the Council, he called for a motion for approval.

Motion: Mayor Pro Tem Hizon moved to approve the Accounts Payable Voucher List payment to the Greater Oak Harbor Chamber of Commerce. Councilmember Woessner seconded the motion, which passed by a vote of 6 in favor with Councilmember Marshall abstaining.

10. REPORTS & DISCUSSION ITEMS

a. Draft Interlocal Agreement with Island County to Annex approximately 80 acres from the Urban Growth Area

Principal Planner Kamak provided a presentation on this discussion only item. He explained that the City and Island County have been working over the past year to update their respective Comprehensive Plans. As part of this effort, both jurisdictions have collaborated to establish housing targets for the City and its Urban Growth Area (UGA). During this process, it has become clear that portions of the unincorporated UGA present significant infrastructure-planning challenges. These challenges stem from a mix of fully developed neighborhoods alongside areas that remain undeveloped or underdeveloped.

To more effectively focus future planning efforts, the City and the County have determined that it is advisable to annex the undeveloped and underdeveloped portions of the UGA into the City. Bringing these areas into the City will allow them to be zoned and serviced at urban densities. The remaining developed areas of the UGA will require additional joint study to determine an appropriate transition strategy from County to City jurisdiction. This work may ultimately require two or more separate Interlocal agreements, depending on how both jurisdictions choose to address the developed areas and any potential future expansion areas.

Principal Planner Kamak noted the collaborative work with Island County. Both jurisdictions have identified the annexation of the undeveloped and underdeveloped areas as the logical first step, as this action directly affects the City's Comprehensive Plan Update. Annexation will enable the City to fully evaluate the development potential of these properties and will allow for land to be included in the City's capacity analysis. Land will be annexed in as R2 zoning, which is consistent with the current Comprehensive Plan and will likely be amended to accommodate the 2026 update.

Annexation by Interlocal agreement is authorized under several provisions of state law. Staff recommend proceeding under Revised Code of Washington (RCW) 35A.14.296 (attached). This process requires notification of affected service providers, including fire protection, water and sewer

utilities, and transportation agencies. It also requires public notice and public hearings by both the City and the County prior to adoption of the agreement.

The City and the County are currently coordinating the schedule for review of the draft Interlocal agreement (ILA). A "DRAFT" version is included with this report for the Council's preliminary review before the formal process begins. Staff intends to issue notice letters to affected agencies and property owners in December/January. Agencies will have 30 days to indicate their interest in participating as parties to the agreement. After the 30-day response period, a public notice—issued jointly or separately—must be published for four consecutive weeks. Following the notice period, each jurisdiction may hold a public hearing (jointly or separately) prior to considering adoption.

Staff and County partners continue to refine the logistical steps associated with the annexation process. Public hearings and consideration of adoption are expected to occur in the February/March timeframe.

Principal Planner Kamak showed the proposed annexation area on the map included in the draft agreement. The affected properties are located on the south side of the City and consist primarily of undeveloped or underdeveloped lands. The annexation also includes a segment of Swantown Road adjacent to the Indian Ridge development, located at the northwest corner of Swantown Road and Heller Road. Including this portion of Swantown Road will enable the City to provide municipal services along the corridor without interruption.

Mayor Wright thanked principal Planner Kamak for his work on the agreement and also the work of Island County Assistant Director of Long Range Planning Emily Neff and team, the Island County Commissioners, and City Attorneys Evans and Zeinemann. This item will be brought back to the Council at a later date for potential action.

Mayor Wright called on the Council for their questions and comments.

Councilmembers Marrow, Stucky, Woessner, Marshall, and Mayor Pro Tem Hizon provided their respective questions and comments.

Mayor Wright thanked the council and staff for their efficient navigation of a lengthy agenda. He thanked City staff for a very productive year, and thanked Councilmember Woessner once again for his service to the Council and the City.

ADJOURN

There being no further business, Councilmember Woessner moved to adjourn the meeting, seconded by Councilmember Stucky. The vote on the motion was unanimous; therefore the meeting was adjourned at 7:42 p.m.

Certified by Julie Nester, City Clerk

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

RECOMMENDED ACTION

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

BACKGROUND / SUMMARY INFORMATION

Accounts Payable

November 30, 2025

Check #303 totaling \$179.86 (Voucher List 11f)

December 10, 2025

Check #201870 totaling \$23,327.00 (Voucher List 12c)

December 12, 2025

Checks #201871-201943 totaling \$176,236.08 (Voucher List 12d)

December 17, 2025

Checks #304-311 totaling \$33,568.93 (Voucher List 12e)

December 19, 2025

Checks #201944-202013 totaling \$1,003,836.96 (Voucher List 12f)

Payroll

Semi

Direct Deposit: #75053-75228 \$429,837.15

Checks #103770-103776 \$82,172.90

EFT #1948-1950, 1952-1953 \$164,227.25

\$676,237.30

LEGAL AUTHORITY

N/A

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. voucher list - 11f
2. voucher list - 12c
3. voucher list - 12d
4. voucher list - 12e
5. voucher list - 12f

vchlist
12/16/2025 4:11:05PM

Voucher List
City of Oak Harbor

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
303	11/3/2025	0011794 KELLEY CREATE CO	19135019		CONTRACT 100-1002070-001 LEASI	179.86
Total :						179.86
1 Vouchers for bank code : bank						Bank total : 179.86
1 Vouchers in this report						Total vouchers : 179.86

Page: 1

vchlist
12/10/2025 8:24:23AM

Voucher List
City of Oak Harbor

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201870	12/10/2025	0011870 RICE, AMANDA	1004		FIRE STATION 81 SHOWER DEMO	23,327.00
Total :						23,327.00
1 Vouchers for bank code : bank						Bank total : 23,327.00
1 Vouchers in this report						Total vouchers : 23,327.00

Page: 1

vchlist
12/12/2025 2:10:34PM

Voucher List
City of Oak Harbor

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201871	12/12/2025	0000781 ALBERTSON/SAFEWAY COMPANIES	433602-103125-0402 662442-102425-0402 721456-111825-3427 726750-110425-0402 726807-110525-3427 803184-102925-3427		CREDIT CARD PURCHASES CREDIT CARD PURCHASES CREDIT CARD PURCHASES CREDIT CARD PURCHASES CREDIT CARD PURCHASES CREDIT CARD PURCHASES	47.96 28.99 46.95 133.39 11.96 6.99
Total :						276.24
201872	12/12/2025	0011875 ANGLIKOWSKI, ANTHONY BOYD	98521369		REFUND - INDOOR STREET HOCKEY	12.50
Total :						12.50
201873	12/12/2025	0010881 ASTOUND BUSINESS SOLUTIONS	128008701-0011894		INTERNET	807.84
Total :						807.84
201874	12/12/2025	0000159 AT&T MOBILITY	x11242025		287249477751 CURRENT WIRELESS	91.73
Total :						91.73
201875	12/12/2025	0000077 BARGE, JA	12082025		OCT/NOV MED INS REIMBURSEMENT	844.00
Total :						844.00
201876	12/12/2025	0002208 BAY CITY SUPPLY	389866		12 ROLL T/P CASE QTY 5	415.07
Total :						415.07
201877	12/12/2025	0011548 BETTER CITY, LLC	2173		STRATEGIC PLANNING	7,081.51
Total :						7,081.51
201878	12/12/2025	0007455 BLUE FOX PRINTS	P-2501243		BUSINESS CARDS - QTY 200 - LARSEN	19.08
Total :						19.08
201879	12/12/2025	0001558 BOUND TREE MEDICAL, LLC	86006040		MEDICAL SUPPLIES	905.80
Total :						905.80
201880	12/12/2025	0011797 CAL INTERPRETING & TRANSLATION	INT61136		INTERPRETING SERVICES: MARSHALL	590.00
Total :						590.00
201881	12/12/2025	0000173 CINTAS CORPORATION #3	4251538974		UNIFORM RENTAL	659.60

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201881	12/12/2025	0000173 0000173 CINTAS CORPORATION #3	(Continued)		Total :	659.60
201882	12/12/2025	0000202 COREY OIL COMPANY	2265		ACCT #62062 - FUEL	35.18
			2266		ACCT #62069 - FUEL	220.76
					Total :	255.94
201883	12/12/2025	0000217 CUES, INC	970058266		SCREWCAP 10-32X3/8 QTY 18	48.71
			970058423		GNET SOFTWARE SUPPORT PLAN	5,798.80
					Total :	5,847.51
201884	12/12/2025	0000247 DIAMOND SITE SERVICES	1-617711-50		PORTABLES RENTAL - TECH DR DC	180.00
			1-645215-8		PORTABLES RENTAL - KOETJE PAF	180.00
					Total :	360.00
201885	12/12/2025	0011543 EUROFINS ENVIRONMENT TESTING, N 1500003858			ROUTINE MONTHLY COMPLIANCE	156.00
					Total :	156.00
201886	12/12/2025	0010810 FCS GROUP	4106-22510088		PARK, TRANSPORTATION, FIRE & S	2,067.50
					Total :	2,067.50
201887	12/12/2025	0010172 FERGUSON WATERWORKS	0102294		TOOL REPAIR FEE	276.81
					Total :	276.81
201888	12/12/2025	0006206 FIRE CHIEF EQUIPMENT	0929977		3 GAL KITCHEN SYSTEM MAINT	1,030.34
			0930505		FIRE EXTINGUISHER MAINTENANC	498.18
					Total :	1,528.52
201889	12/12/2025	0000326 FRONTIER BUILDING SUPPLY	1386299		TREATED LUMBER	378.07
					Total :	378.07
201890	12/12/2025	0009652 FRONTIER PRECISION, INC	INV338553		HARDWARE/SOFTWARE/FIRMMWAR	1,628.46
					Total :	1,628.46
201891	12/12/2025	0011821 FUELCARE - THE CLEAN TANK	11162		HAND PUMP REPLACEMENT, R&A	1,532.26
					Total :	1,532.26
201892	12/12/2025	0010981 GARLAND/DBS, INC.	427852417812		POLICE ROOF PROJECT	23,277.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201892	12/12/2025	0010981 0010981 GARLAND/DBS, INC.	(Continued)		Total :	23,277.95
201893	12/12/2025	0002767 GATEWAY CONTROLS, INC	2026301		ALARM AND DOOR EXIT READER II	2,561.50
					Total :	2,561.50
201894	12/12/2025	0003656 GREAT FLOORS, LLC	313371		RUBBER/WOOD FLOORING - FIRE	25,391.84
					Total :	25,391.84
201895	12/12/2025	0011876 HATCH, RYNA	98521270		REFUND - INDOOR STREET HOCKEY	12.50
			98521296		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	25.00
201896	12/12/2025	0011793 HAUCK, KENNY JAMES	98521977		REFUND - INDOOR STREET HOCKEY	12.50
			98522000		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	25.00
201897	12/12/2025	0000382 HELTSLEY, RAY	12042025		REIMBURSEMENT - OCT-DEC MED	555.00
					Total :	555.00
201898	12/12/2025	0011868 HETTI HEWAGE, DILSHAN	41152		CPL - REIMBURSEMENT	48.00
					Total :	48.00
201899	12/12/2025	0011874 HULL, NEIL	98522125		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	12.50
201900	12/12/2025	0000411 ISLAND COUNTY TREASURER	11142025		CRIME VICTIM ASSIST FUNDS - CIT	22.87
			11262025		CRIME VICTIM ASSIST FUNDS - CIT	31.79
					Total :	54.66
201901	12/12/2025	0011451 KIMLEY-HORN ASSOCIATES, INC.	33936620		OAK HARBOR COMP PLAN	4,757.46
					Total :	4,757.46
201902	12/12/2025	0008051 LEAVITT GROUP NORTHWEST	1140861		POLICY #LSM5030637 05/30/26 - 05/	110.26
					Total :	110.26
201903	12/12/2025	0009044 LEGACY TELECOMMUNICATIONS, INC	252305890011		PORTABLE GENERATOR SWAPOU	1,700.40
					Total :	1,700.40

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201904	12/12/2025	0000979 LES SCHWAB	41400815929		PR-120 RADIAL FLAT REPAIR	65.24
					Total :	65.24
201905	12/12/2025	0011877 LEWIS, BRANDON	98520829		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	12.50
201906	12/12/2025	0000950 LICENSING, WASHINGTON STATE DEP'	12032025		NOTARY PUBLIC COMMISSION REI	42.00
					Total :	42.00
201907	12/12/2025	0000530 MAILLIARD'S LANDING NURSERY	392773		ACCT #1344 - YARD WASTE	15.00
			392783		ACCT #1344 - YARD WASTE	10.00
			392823		ACCT #1344 - YARD WASTE	10.00
			392854		ACCT #1344 - YARD WASTE	20.00
			392862		ACCT #1344 - YARD WASTE	15.00
			392878		ACCT #1344 - YARD WASTE	15.00
			392885		ACCT #1344 - YARD WASTE	15.00
			392907		ACCT #1344 - YARD WASTE	15.00
			392920		ACCT #1344 - YARD WASTE	10.00
			392925		ACCT #1344 - YARD WASTE	15.00
			392930		ACCT #1344 - YARD WASTE	15.00
					Total :	155.00
201908	12/12/2025	0006072 MASTER'S TOUCH, LLC	98513		MAILING SERVICES: SHUT OFF NO	366.73
			P98513		POSTAGE	365.56
					Total :	732.29
201909	12/12/2025	0011878 MCFARLANE, MATTHEW CHARLES	98520678		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	12.50
201910	12/12/2025	0008347 MCGEE, MARIA	12032025		NOVEMBER YOGA CLASSES	932.37
					Total :	932.37
201911	12/12/2025	0011879 MCLOUTH, MEGAN	98520554		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	12.50
201912	12/12/2025	0011792 MILLER, AUTUMN	98520463		REFUND: INDOOR STREET HOCKEY	12.50
					Total :	12.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201913	12/12/2025	0006743 OAK HARBOR ELKS LODGE	967011		FALL ALL STAFF LUNCHEON	2,903.76
Total :						2,903.76
201914	12/12/2025	0000681 OAK HARBOR SCHOOL DISTRICT	8835		EVENT 2616338 - SEPTEMBER	30.00
Total :						30.00
201915	12/12/2025	0011873 ORTIZ, KIRSTEN	98522459		REFUND - INDOOR STREET HOCKEY	12.50
Total :						12.50
201916	12/12/2025	0000089 OWEN EQUIPMENT COMPANY	00121442		SCREEN - 80 MESH	128.08
Total :						128.08
201917	12/12/2025	0011324 PERISCOPE LEGAL	23		LEGAL SERVICES: PUBLIC DEFENSE	22,830.00
Total :						22,830.00
201918	12/12/2025	0011880 PERRY, KATRICIA	98519900		REFUND - INDOOR STREET HOCKEY	12.50
			98519962		REFUND - INDOOR STREET HOCKEY	12.50
Total :						25.00
201919	12/12/2025	0011618 PICK OF THE LITTER DESIGN, INC	10498		GRAPHIC DESIGN	1,368.00
Total :						1,368.00
201920	12/12/2025	0010722 RAY, DEVRI	12032025		NOV ENHANCE FITNESS CLASSES	180.00
Total :						180.00
201921	12/12/2025	0000774 ROGERS MACHINERY COMPANY, INC	1498292		COMPRESSOR REPAIR/SERVICE	1,097.09
Total :						1,097.09
201922	12/12/2025	0011881 SAULNIER, KRISTEN	98519474		REFUND - INDOOR STREET HOCKEY	12.50
			98519497		REFUND - INDOOR STREET HOCKEY	12.50
Total :						25.00
201923	12/12/2025	0011872 SCHEER, DEAVEN	98522514		REFUND - INDOOR STREET HOCKEY	12.50
Total :						12.50
201924	12/12/2025	0011871 SCHILLER, GABRIELLE ELYSIA	98522837		REFUND - INDOOR STREET HOCKEY	12.50
Total :						12.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201925	12/12/2025	0000822 SHRED-IT USA, INC	8012739656		SHREDDING SERVICES - CITY HAL	189.00
					Total :	189.00
201926	12/12/2025	0010203 SIMPLE BOX	72459		2X 20 FT NEW ONE TRIP CONTAINER	9,243.20
			72858		20 FT NEW ONE TRIP CONTAINER	4,251.00
			72859		20 FT NEW ONE TRIP CONTAINER	4,251.00
			72860		20 FT NEW ONE TRIP CONTAINER	4,251.00
					Total :	21,996.20
201927	12/12/2025	0011710 SORENSON, STEPHANIE	98519337		REFUND - INDOOR STREET HOCKEY	12.50
					Total :	12.50
201928	12/12/2025	0000846 SOUND PUBLISHING, INC	WNT1012329		CITY NOTICES	25.50
			WNT1022336		CITY NOTICES	142.50
			WNT1022625		CITY NOTICES	60.00
					Total :	228.00
201929	12/12/2025	0003883 STAPLES BUSINESS ADVANTAGE	6049083220		OFFICE SUPPLY PURCHASES	396.84
			6049083222		OFFICE SUPPLY PURCHASES	188.20
			6049083223		OFFICE SUPPLY PURCHASES	625.38
			6049083224		OFFICE SUPPLY PURCHASES	154.12
			6049083225		OFFICE SUPPLY PURCHASES	296.07
					Total :	1,660.61
201930	12/12/2025	0009834 SUNBELT RENTALS, INC	175740192-0002		SKIDSTEER/TRAILER RENTAL	2,928.52
			175832860-0001		SCISSORLIFT RENTAL	573.98
					Total :	3,502.50
201931	12/12/2025	0000874 SURETY PEST CONTROL	276589988		PEST CONTROL - MARINA	70.85
			276590090		PEST CTRL - 75 SE JEROME	56.68
			276590920		PEST CONTROL - CATALINA PARK	59.95
			276591024		PEST CTRL - PUBLIC WORKS	165.68
					Total :	353.16
201932	12/12/2025	0007736 SYSTEMS FOR PUBLIC SAFETY, INC	51520		INSTALL EMERGENCY EQUIPMENT	9,731.03
					Total :	9,731.03
201933	12/12/2025	0001938 TECHNICAL SYSTEMS, INC	T-25-047A-001		2025 SOFTWARE SUPPORT	3,218.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201933	12/12/2025	0001938 0001938 TECHNICAL SYSTEMS, INC	(Continued)		Total :	3,218.01
201934	12/12/2025	0009169 THOMAS, GERI	11262025		NOV SITE MANAGING SERVICES	120.00
					Total :	120.00
201935	12/12/2025	0001053 TREASURER, WASHINGTON STATE	NOVEMBER2025		STATE PORTION OF COURT FEES	3,430.80
					Total :	3,430.80
201936	12/12/2025	0006331 ULINE	201291408		ANTI-SLIP TREADS; NITRILE GLOVI	1,667.79
					Total :	1,667.79
201937	12/12/2025	0000922 UNUM LIFE INSURANCE COMPANY	0220603-0256		LONG TERM CARE - DECEMBER 20	601.08
					Total :	601.08
201938	12/12/2025	0000934 UTILITIES UNDERGROUND LOCATION	5110206		EXCAVATION NOTIFICATIONS: NOV	110.70
					Total :	110.70
201939	12/12/2025	0010918 VETTESE, REBECCA J.	12/3/2025		NOV ENHANCE FITNESS CLASSES	360.00
					Total :	360.00
201940	12/12/2025	0000971 WALMART COMMUNITY	1666329379		CREDIT CARD PURCHASES	19.88
					Total :	19.88
201941	12/12/2025	0001014 WHITNEY EQUIPMENT COMPANY, INC	PS-INV114315		OS TYPE OFFSET EYE CABLE GRIP	159.34
					Total :	159.34
201942	12/12/2025	0010723 ZACHOR, STOCK & KREPPS INC	25-OAK-00011		NOV 25 PROSECUTION SVCS	13,000.00
					Total :	13,000.00
201943	12/12/2025	0000355 ZIPLY FIBER	360-197-1219		CURRENT PHONE CHARGES	1,020.14
					Total :	1,020.14
73 Vouchers for bank code : bank						Bank total : 176,236.08
73 Vouchers in this report						Total vouchers : 176,236.08

Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
304	12/3/2025	0011794 KELLEY CREATE CO	19291714		CONTRACT 100-1002070-001	195.55
Total :						195.55
305	12/3/2025	0011596 MARLIN LEASING CORPORATION	41211219		CONTRACT 471-4121532-005	332.46
Total :						332.46
306	12/5/2025	0011794 KELLEY CREATE CO	19379462		CONTRACT 100-1044541-001	341.21
Total :						341.21
307	12/5/2025	0007998 GOOD TO GO	145206364		TOLL - PLATE #62939D	37.00
Total :						37.00
308	12/5/2025	0011598 MARLIN LEASING CORPORATION	41252650		CONTRACT 471-4121532-006	321.56
Total :						321.56
309	12/5/2025	0011597 MARLIN LEASING CORPORATION	41255274		COPIER LEASE 471-4128518-001	187.16
Total :						187.16
310	12/15/2025	0000279 EMPLOYMENT SECURITY, WASHINGTC	000-945052-10-7		BENEFIT CHARGE Q2 2025	20,482.64
Total :						20,482.64
311	12/15/2025	0000279 EMPLOYMENT SECURITY, WASHINGTC	000-945052-10-7		BENEFIT CHARGE Q3 2025	11,671.35
Total :						11,671.35
8 Vouchers for bank code : bank						Bank total : 33,568.93
8 Vouchers in this report						Total vouchers : 33,568.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201944	12/19/2025	0000007 AA ELECTRIC	16018		CIRCUIT BREAKER - PW FIRE STAT	187.41
Total :						187.41
201945	12/19/2025	0000424 ALL BATTERY SALES AND SERVICE	50021317		HSL1079 IB 12 9 SLA 250	48.02
Total :						48.02
201946	12/19/2025	0009090 AMAZON CAPITAL SERVICES, INC	11G6-JHQT-1WLL		AMAZON PURCHASES	31.55
			11XQ-9Q1G-3GHN		AMAZON PURCHASES	590.05
			14PX-CQP1-1NVQ		AMAZON PURCHASES	24.84
			16WC-HKYG-TTXW		AMAZON PURCHASES	87.19
			17N3-FNXX-3T6D		AMAZON PURCHASES	17.59
			17N9-T1L7-1X77		AMAZON PURCHASES	197.43
			1C9V-GWW7-464J		AMAZON PURCHASES	18.56
			1CCP-PTH1-3P4P		AMAZON PURCHASES	78.48
			1CH7-PX1V-333H		AMAZON PURCHASES	19.60
			1FPT-3NJJN-TXC9		AMAZON PURCHASES	73.55
			1FV9-LNNK-1NFX		AMAZON PURCHASES	841.47
			1H66-1DH4-3LP1		AMAZON PURCHASES	99.21
			1JXW-CJDK-3FCV		AMAZON PURCHASES	136.82
			1KM9-X4PX-3TRH		AMAZON PURCHASES	65.39
			1KRK-FLG4-649P		AMAZON PURCHASES	102.98
			1M11-H1YC-3GJ1		AMAZON PURCHASES	148.80
			1MCY-MYVF-3WQF		AMAZON PURCHASES	296.52
			1MPJ-4PKJ-3CDF		AMAZON PURCHASES	87.19
			1MWL-CFHN-3TCH		AMAZON PURCHASES	193.81
			1NDT-3D6M-3Y6K		AMAZON PURCHASES	156.45
			1PNY-MT4D-4M7L		AMAZON PURCHASES	239.91
			1R9F-6VTR-3VDL		AMAZON PURCHASES	29.42
			1T61-KR7P-3L79		AMAZON PURCHASES	62.03
			1TCP-T4W3-VM7W		AMAZON PURCHASES	144.83
			1TWF-F1D7-4DFL		AMAZON PURCHASES	286.53
			1VF9-YRGD-31N7		AMAZON PURCHASES	21.79
			1W3F-DR7M-1R6J		AMAZON PURCHASES	586.42
			1W4P-VVLY-3Q6N		AMAZON PURCHASES	25.49
			1X34-66XQ-RYLF		AMAZON PURCHASES	102.98
			1X64-JKX6-4RTT		AMAZON PURCHASES	27.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201946	12/19/2025	0009090 AMAZON CAPITAL SERVICES, INC	(Continued) 1YH6-PWRV-44YC 1YHG-1LQT-3YCK 1YHG-1LQT-43LQ		AMAZON PURCHASES AMAZON PURCHASES AMAZON PURCHASES	21.78 32.53 80.10
					Total :	4,929.23
201947	12/19/2025	0000042 ANACORTES, CITY OF	900-9080-00		WATER CHARGES - NOVEMBER	248,723.00
					Total :	248,723.00
201948	12/19/2025	0007839 ASHLEY'S DESIGN & LETTERMAN	106065 106066 106078		PROMO ITEMS - FIRE DEPT. SCREEN PRINTING - QTY 96 EMBROIDERED ITEMS	1,133.60 3,135.93 1,733.10
					Total :	6,002.63
201949	12/19/2025	0010881 ASTOUND BUSINESS SOLUTIONS	128947501-0011894		INTERNET	807.84
					Total :	807.84
201950	12/19/2025	0001939 AXON ENTERPRISE, INC	INUS403567		AXON AIR, EVIDENCE, FUSES & LIC	41,626.11
					Total :	41,626.11
201951	12/19/2025	0011817 CARL'S MOWER AND SAW INC	421642		LOCKING COTTER PIN QTY 4	95.85
					Total :	95.85
201952	12/19/2025	0000150 CASCADE NATURAL GAS	12112025		NATURAL GAS	11,760.87
					Total :	11,760.87
201953	12/19/2025	0000173 CINTAS CORPORATION #3	4253060041 452286761		UNIFORM RENTAL UNIFORM RENTAL	642.81 659.60
					Total :	1,302.41
201954	12/19/2025	0010690 CLEARSTAR, INC	1564247		EMPLOYEE SCREENING	1,244.27
					Total :	1,244.27
201955	12/19/2025	0011538 CRYSTAL SPRINGS	24712216 120325		COOLER RENTAL	29.40
					Total :	29.40
201956	12/19/2025	0000217 CUES, INC	970059355 970059748		WM312 KIT CAMERA ASSEMBLY	1,947.73 29,243.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201956	12/19/2025	0000217 0000217 CUES, INC	(Continued)		Total :	31,191.34
201957	12/19/2025	0008263 CURTIS BLUE LINE	INV1013665		UNIFORM: BARTON	655.38
			INV1014207		58L 4-GAS CALIBRATION	1,204.34
			INV1014216		UNIFORM: BARTON	171.38
			INV1016047		HARDWIRE MAIN PANEL	2,037.48
					Total :	4,068.58
201958	12/19/2025	0000222 CUSTOM ENGRAVING	25-344		ENGRAVING: SOPTICH; WOESSNE	82.69
					Total :	82.69
201959	12/19/2025	0010919 DARBONNIER TACTICAL SUPPLY LLC	33776		UNIFORM CLOTHING	620.24
					Total :	620.24
201960	12/19/2025	0000028 DICOCHEA LLC, DBA ALL ISLAND LOCK	101703		DUPLICATE KEY - QTY 6	16.35
			101704		SFIC KEYS - QTY 4	28.34
			101715		PADLOCK - QTY 6	179.00
					Total :	223.69
201961	12/19/2025	0011543 EUROFINS ENVIRONMENT TESTING, N	1100003112		ROUTINE MONTHLY COMPLIANCE	1,245.00
			1100003298		ROUTINE MONTHLY COMPLIANCE	97.00
			1500004127		ROUTINE MONTHLY COMPLIANCE	182.00
			1500004189		BIOSOLIDS TESTING	70.00
					Total :	1,594.00
201962	12/19/2025	0002900 FASTENAL	WAANA165396		FILTERS & COGS	925.57
					Total :	925.57
201963	12/19/2025	0010172 FERGUSON WATERWORKS	0105606		24 VLV BX BOT	281.58
					Total :	281.58
201964	12/19/2025	0008850 FLEETPRIDE	129366628		PURGE VALVE ASSEMBLY	262.99
			130352609		EATON ESII STEER KIT	82.15
			130418394		BRAKE SPRING TOOL	154.83
					Total :	499.97
201965	12/19/2025	0000326 FRONTIER BUILDING SUPPLY	1385395		OSB, LUMBER, FURRING	2,703.84
			1386957		TREATED LUMBER	81.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201965	12/19/2025	0000326 0000326 FRONTIER BUILDING SUPPLY	(Continued)			Total : 2,785.20
201966	12/19/2025	0002767 GATEWAY CONTROLS, INC	2026531		TRANSMITTER	533.28
						Total : 533.28
201967	12/19/2025	0011882 GILES, JAKOB	12022025		WORKWEAR ALLOWANCE	74.79
						Total : 74.79
201968	12/19/2025	0007998 GOOD TO GO	146297045		TOLL - PLATE #78212D	27.75
						Total : 27.75
201969	12/19/2025	0008406 GOVERNMENTJOBS.COM, INC	INV-149581		NeoGov Annual Renewal	58,119.53
						Total : 58,119.53
201970	12/19/2025	0000349 GRAINGER	9731051554		BANDAGES	23.02
						Total : 23.02
201971	12/19/2025	0000401 ISLAND COUNTY AUDITOR	B0038571		2025 VOTER REGISTRATION	26,470.26
						Total : 26,470.26
201972	12/19/2025	0000454 JET CITY EQUIPMENT RENTAL	54030		DUMP - BRUSH & STUMP	43.52
			54085		DUMP - BRUSH & STUMP	115.87
						Total : 159.39
201973	12/19/2025	0011586 JUSTIN R. CAMPBELL PLLC	01086-POWERS		LEGAL SERVICES	990.00
			01097-CROGAN		LEGAL SERVICES	675.00
						Total : 1,665.00
201974	12/19/2025	0011633 KBT DISTRIBUTING LLC	0014145-IN		GAS & DIESEL	8,978.74
						Total : 8,978.74
201975	12/19/2025	0011564 KELLEY CREATE CO	CS69717		KELLEY IT COMPLETE - NOV SVC A	24,359.34
			CW70653		KELLEY IT COMPLETE - DEC SVC A	24,359.34
						Total : 48,718.68
201976	12/19/2025	0010634 KENYON DISEND, PLLC	1099572		345.00000 - GENERAL CITY ATTY AI	27,704.54
			1099573		345.00100 - PUBLIC RECORDS REC	1,373.00
			1099574		345.10000 - GENERAL LITIGATION	152.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201976	12/19/2025	0010634 KENYON DISEND, PLLC	(Continued) 1099575 1099576 1099577		345.20000 - WHIDBEY ENV ACTION 345.20200 - WHIDVEY TEL FRANCH 345.20400 - OHMP V OAK HARBOR Total :	1,447.50 36.00 29.00 30,742.97
201977	12/19/2025	0000476 KERR, JACK	10-25		PUBLIC DEFENSE SCREENING - O Total :	1,700.00 1,700.00
201978	12/19/2025	0002227 LABORATORY CORPORATION OF	07605638		ANNUAL MED EXAM: SY Total :	19.89 19.89
201979	12/19/2025	0000530 MAILLIARD'S LANDING NURSERY	393027 393043 393055 393082 393097 393106 393114 393172 393184 393190 393209 393218		ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE ACCT #1344 - YARD WASTE Total :	15.00 15.00 20.00 30.00 30.00 30.00 25.00 15.00 15.00 15.00 15.00 15.00 240.00
201980	12/19/2025	0000684 MINORITY & WOMEN'S BUSINESS, WA:	30314971		POLITICAL SUBDIVISION FEE Total :	1,661.56 1,661.56
201981	12/19/2025	0009748 MOTION & FLOW CONTROL PRODUCT:	9626489		PARTS - #E-62 Total :	106.37 106.37
201982	12/19/2025	0000612 NELSON PETROLEUM	0000740-IN		DEF FLUID BULK QTY 140; GUARD Total :	950.86 950.86
201983	12/19/2025	0000672 OAK HARBOR ACE	372981 372995 373001		CREDIT ACCOUNT PURCHASES CREDIT ACCOUNT PURCHASES CREDIT ACCOUNT PURCHASES	10.89 32.23 29.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201983	12/19/2025	0000672 OAK HARBOR ACE	(Continued)			
			373007		CREDIT ACCOUNT PURCHASES	16.98
			373021		CREDIT ACCOUNT PURCHASES	10.89
			373049		CREDIT ACCOUNT PURCHASES	45.77
			373053		CREDIT ACCOUNT PURCHASES	13.05
			373065		CREDIT ACCOUNT PURCHASES	15.26
			373107		CREDIT ACCOUNT PURCHASES	16.33
			373121		CREDIT ACCOUNT PURCHASES	33.72
			373122		CREDIT ACCOUNT PURCHASES	13.07
			373157		CREDIT ACCOUNT PURCHASES	116.65
			373159		CREDIT ACCOUNT PURCHASES	10.89
			373161		CREDIT ACCOUNT PURCHASES	-46.85
			373162		CREDIT ACCOUNT PURCHASES	25.51
			373233		CREDIT ACCOUNT PURCHASES	107.88
			373238		CREDIT ACCOUNT PURCHASES	21.79
			373257		CREDIT ACCOUNT PURCHASES	33.77
			373281		CREDIT ACCOUNT PURCHASES	127.45
			373314		CREDIT ACCOUNT PURCHASES	10.42
			373331		CREDIT ACCOUNT PURCHASES	30.49
			373337		CREDIT ACCOUNT PURCHASES	111.32
			373339		CREDIT ACCOUNT PURCHASES	21.34
			373356		CREDIT ACCOUNT PURCHASES	181.76
			373367		CREDIT ACCOUNT PURCHASES	35.96
			373369		CREDIT ACCOUNT PURCHASES	21.78
			373372		CREDIT ACCOUNT PURCHASES	91.54
			373374		CREDIT ACCOUNT PURCHASES	61.00
			373375		CREDIT ACCOUNT PURCHASES	19.61
			373408		CREDIT ACCOUNT PURCHASES	2.17
			373416		CREDIT ACCOUNT PURCHASES	8.71
			373432		CREDIT ACCOUNT PURCHASES	621.29
			373437		CREDIT ACCOUNT PURCHASES	26.14
			373439		CREDIT ACCOUNT PURCHASES	40.26
			373446		CREDIT ACCOUNT PURCHASES	20.70
			373448		CREDIT ACCOUNT PURCHASES	17.43
					Total :	1,956.60
201984	12/19/2025	0000681 OAK HARBOR SCHOOL DISTRICT	9392		EVENT 2616340 - NOVEMBER 2025	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201984	12/19/2025	0000681 0000681 OAK HARBOR SCHOOL DISTRICT	(Continued)			Total : 60.00
201985	12/19/2025	0005867 PACIFIC POWER BATTERIES	931083		U1-35 BATTERY	184.26
					Total :	184.26
201986	12/19/2025	0011648 PLANIT GEO INC.	QB INV-24995		PROJECT MANAGEMENT	2,720.00
			QB INV-25033		PROJECT MANAGEMENT	712.50
					Total :	3,432.50
201987	12/19/2025	0011308 PROCOM LLC	144123		PRE-EMPLOYMENT DRUG TESTING	78.00
					Total :	78.00
201988	12/19/2025	0000743 PUGET SOUND ENERGY	12012025		ELECTRICITY	13,311.44
			12022025		ELECTRICITY	780.92
			12052025		ELECTRICITY	10,558.64
			220039938216		ELECTRICITY	395.66
			300000007421		ELECTRICITY - ACCT 300000007421	7,447.12
					Total :	32,493.78
201989	12/19/2025	0008694 RH2 ENGINEERING, INC	104606		0250059.00 - WELL NO 9 REPLACEMENT	732.36
					Total :	732.36
201990	12/19/2025	0011424 RWC GROUP	XA116023089:01		TORQUE ROD	309.87
			XA116023187:01		SOLENOID - QTY 2	184.56
					Total :	494.43
201991	12/19/2025	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	INV033085		CONFERENCE REGISTRATION - SL	435.20
					Total :	435.20
201992	12/19/2025	0000822 SHRED-IT USA, INC	8012799535		REGULAR SERVICE - POLICE DEPT	133.40
					Total :	133.40
201993	12/19/2025	0000814 SKAGIT FARMERS SUPPLY	115047		CREDIT ACCT 682101	11.66
			116221		CREDIT ACCT 682101	11.44
			116766		CREDIT ACCT 682101	19.00
			617651		CREDIT ACCT 682101	43.59
					Total :	85.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201994	12/19/2025	0000843 SOLID WASTE SYSTEMS, INC	P18588TAC P19432TAC		HAND HOSE BLADE, RH (95 GALLONS)	2,298.36 818.91
					Total :	3,117.27
201995	12/19/2025	0000846 SOUND PUBLISHING, INC	WNT1023610		CITY NOTICES	72.00
					Total :	72.00
201996	12/19/2025	0010371 SOUTH CORRECTIONAL ENTITY	9070		BOOKING FEE/GENERAL HOUSING	30,239.93
					Total :	30,239.93
201997	12/19/2025	0003883 STAPLES BUSINESS ADVANTAGE	6049944770		OFFICE SUPPLY PURCHASES	60.79
					Total :	60.79
201998	12/19/2025	0000856 STATE AUDITOR'S OFFICE	L171912		ACCOUNTABILITY & FINANCIAL AU	5,842.19
					Total :	5,842.19
201999	12/19/2025	0005786 STOWES SHOES & CLOTHING	108661-10-32862 108661-32922		CLOTHING/BOOTS CLOTHING/BOOTS	300.00 31.28
					Total :	331.28
202000	12/19/2025	0009834 SUNBELT RENTALS, INC	176209132-0002		MINI EXCAVATOR RENTAL	2,120.38
					Total :	2,120.38
202001	12/19/2025	0000874 SURETY PEST CONTROL	277966843 277966881 277966883		PEST CTRL - CITY BEACH PARK (PI PEST CONTROL - CAREGIVERS CC PEST CTRL - CITY HALL	68.67 104.64 107.91
					Total :	281.22
202002	12/19/2025	0000287 TYLER TECHNOLOGIES, INC	045-546630		ERP MIGRATION PROJECT	3,416.00
					Total :	3,416.00
202003	12/19/2025	0006331 ULINE	201406331		ONE-WAY MIRROR FILM	252.31
					Total :	252.31
202004	12/19/2025	0004506 VALDEZ CONSTRUCTION	9		FIRE STATION NO. 82	370,296.93
					Total :	370,296.93
202005	12/19/2025	0011373 VESTIS SERVICES, LLC	6560676996		UNIFORM RENTAL	93.33

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202005	12/19/2025	0011373 VESTIS SERVICES, LLC	(Continued)			
			6560677747		UNIFORM RENTAL	23.65
			6560677748		UNIFORM RENTAL	26.12
			6560677749		UNIFORM RENTAL	41.12
			6560677750		UNIFORM RENTAL	16.34
			6560677751		UNIFORM RENTAL	22.57
			6560677752		UNIFORM RENTAL	20.64
			6560677753		UNIFORM RENTAL	16.34
			6560680719		UNIFORM RENTAL	93.33
			6560681350		UNIFORM RENTAL	21.49
			6560681351		UNIFORM RENTAL	26.12
			6560681353		UNIFORM RENTAL	41.12
			6560681354		UNIFORM RENTAL	16.34
			6560681355		UNIFORM RENTAL	22.57
			6560681356		UNIFORM RENTAL	18.74
			6560681357		UNIFORM RENTAL	16.34
			6560681367		MAT NYLON/RUBBER	21.80
			6560684418		UNIFORM RENTAL	93.33
			6560685198		UNIFORM RENTAL	21.49
			6560685199		UNIFORM RENTAL	26.12
			6560685200		UNIFORM RENTAL	41.12
			6560685201		UNIFORM RENTAL	16.34
			6560685202		UNIFORM RENTAL	22.57
			6560685203		UNIFORM RENTAL	18.74
			6560685204		UNIFORM RENTAL	16.34
					Total :	794.01
202006	12/19/2025	0010918 VETTESE, REBECCA J.	11/3/2025		OCT ENHANCE FITNESS CLASSES	420.00
					Total :	420.00
202007	12/19/2025	0008461 WEBSTER, CHASTITY	12172025		FALL 2025 TUITION & BOOKS REIM	3,075.00
					Total :	3,075.00
202008	12/19/2025	0011883 WEST COAST PAPER	14305828		SOFPULL PAPER TOWELS	613.02
			14305829		ANGEL SOFT BATH TISSUE	298.92
					Total :	911.94

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202009	12/19/2025	0007094 WESTERN EQUIPMENT, INC	INV128290		ARM REST KIT	501.37
			INV128945		DISCS, GASKETS, RETAINING RINC	948.87
					Total :	1,450.24
202010	12/19/2025	0001039 WESTERN TRUCK CENTER, DBA DOBE	02130P179927		INJECTOR FUEL SUPPLY TUBE	140.27
			02130P180124		INJECTOR FUEL SUPPLY TUBE	144.99
			026P77535		FUEL/OIL FILTERS	268.58
			026P78500		SEALING WASHER QTY - 2	46.10
			026P78559		KIT-EGR COOLER	1,569.04
			026P78737		OIL/FUEL FILTERS	147.00
			026P78744		WIF SENSOR KIT	114.65
			026P78828		FUEL FILTER	54.49
			026P78935		RCN COOLER RETURN QTY 2	-2,787.98
			026P78957		PRESSURE SENSOR	328.85
			026P79347		HOSE ASSEMBLY	230.73
					Total :	256.72
202011	12/19/2025	0001000 WHIDBEY AUTO PARTS, INC.	065417		AUTO PARTS	8.48
			065490		AUTO PARTS	16.19
			065626		AUTO PARTS	28.30
			065723		AUTO PARTS	11.97
			065861		AUTO PARTS	112.75
			065864		AUTO PARTS	27.44
			065873		AUTO PARTS	81.72
			065919		AUTO PARTS	52.41
			065990		AUTO PARTS	74.02
					Total :	413.28
202012	12/19/2025	0001017 WHIDBEY PRINTERS	52881		AFTER HOURS CALLOUT WORK OI	214.29
			52885		BUSINESS CARDS - ALATORRE	53.41
					Total :	267.70
202013	12/19/2025	0000355 ZIPLY FIBER	360-675-1669		CURRENT PHONE CHARGES - PD	84.32
			360-675-2111		CURRENT PHONE CHARGES - PD	86.22
			360-679-2530		COMBINED PHONE CHARGES	636.23
			360-679-4609		CURRENT PHONE CHARGES - MAF	102.79

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202013	12/19/2025	0000355 0000355 ZIPLY FIBER	(Continued)			
Total :						909.56
70 Vouchers for bank code : bank						Bank total : 1,003,836.96
70 Vouchers in this report						Total vouchers : 1,003,836.96

Subject: Resolution 25-29: Approval of the multi-year lodging tax award for the Marina debt service repayment.

Submitted By: Wendy Horn, Grants Administrator

RECOMMENDED ACTION

Motion to adopt Resolution 25-29 approving the Lodging Tax Advisory Committee recommendation for a multi-year lodging tax award for the Marina Debt Service repayment.

BACKGROUND / SUMMARY INFORMATION

On August 26, 2025, the City Council approved the 2026 total funding of \$475,000 for the Lodging Tax/Tourism Promotion grant program, \$50,000 for Embrace Whidbey and Camano Islands and \$17,000 for ChalkFest one year extension. The remaining \$408,000 was to be made available for new multi- and single-year grant applications for the 2026 calendar year.

On October 9, 2025, the Lodging Tax Advisory Committee (LTAC) met to review applications and hear presentations from applicants for the 2026 Lodging Tax / Tourism Promotion grants.

On October 29, 2025, the LTAC met to discuss, deliberate and make recommendations to the City Council for the 2026 multi- and single-year awards. The LTAC was presented with several options for funding. The LTAC passed their recommendations unanimously to approve stated funding levels. The LTAC passed a motion to recommend funding levels to the City Council.

On November 18, 2025, The City Council approved all single year awards. The City Council approved sending the multi-year request back to the LTAC for reconsideration with additional funds included for use towards the Marina debt service repayment request.

On December 17, 2025, the LTAC met and reconsidered the Marina award. The committee voted unanimously to recommend \$55,000 be paid annually for the life of the Marina debt service from lodging tax funds.

LEGAL AUTHORITY

Per MRSC guidelines, the recommendations above are consistent with the limitations imposed on the use of these funds.

City and county lodging tax revenues – including both the “basic” and “additional” lodging taxes—must generally be used for tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities (RCW 67.28.1815-.1816), including:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district, including repayment of general obligation bonds (RCW 67.28.150) or revenue bonds (RCW 67.28.160) for eligible capital projects; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations (but *not* capital expenditures).

RCW 67.28 authorizes cities to levy and collect a special excise tax of up to four percent for the furnishing of lodging. This statute of the chapter also requires the City's legislative body to refer changes in the use of the lodging revenues to the LTAC. In turn, the LTAC makes recommendations for the use of the revenue from the list of applicants applying for such funds. The legislative body may choose to make awards using the recommended amounts to all, some or none of the candidates on the list. Legislative body may not award funds to any recipient that was not recommended by LTAC. The legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirements of RCW 67.28.1817(2). This requires the municipality to submit its proposed change(s) to the LTAC for review and comment at least 45 days before final action is taken.

FISCAL IMPACT

The funding impact of this action will be to authorize the commitment of lodging tax revenues in the amount of \$55,000 annually for the life of the Marina debt service repayment.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

November 18, 2025 City Council Meeting

ATTACHMENTS

1. Resolution 25-29
2. Resolution 25-29 Powerpoint

RESOLUTION NO. 25-29

A RESOLUTION OF THE CITY OF OAK HARBOR ACCEPTING THE
RECOMMENDATION OF THE LODGING TAX ADVISORY COMMITTEE FOR
FUNDING THE MULTI-YEAR LODGING TAX / TOURISM PROMOTION GRANT
AWARD FOR THE MARINA DEBT SERVICE REPAYMENT

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax of 2% (RCW 67.28.181) upon the sale of or change made for the furnishing of lodging; and

WHEREAS, cities with population of 5,000 or more must establish a lodging tax advisory committee to ensure that the interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, proposed increase in lodging tax rate, proposed removal of a tax exemption, or a proposed “change in the use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, on October 29, 2025, the Lodging Tax Advisory Committee reviewed all applications submitted and made recommendations to the City Council; and

WHEREAS, at its regularly scheduled November 18, 2025 meeting, the City Council voted to approve the Lodging Tax Advisory Committee’s recommendations with the exception of the funding for City Marina debt services, and voted to send that item back to the Lodging Tax Advisory Committee with the recommendation to fully fund debt service and allocate any additional funding to do so; and

WHEREAS, on December 17, 2025, the Lodging Tax Advisory Committee reviewed the request by the City Council to reconsider the multi-year grant award to the Marina for Debt Service Repayment and increase it to the full request of \$55,000; and

WHEREAS, the Lodging Tax Advisory Committee recommends funding the Marina for the life of the debt service at \$55,000; and

WHEREAS, the City Council has determined it is in the best interest of the City to adopt the recommendation of the Lodging Tax Advisory Committee;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor Washington, accepts the recommendation of the Lodging Tax Advisory Committee to award lodging tax funding to the Oak Harbor Marina in the amount of \$55,000 for the life of the debt service.

//

PASSED by the City Council and approved by its Mayor this 6th day of January, 2026.

CITY OF OAK HARBOR

Ronnie D. Wright, Mayor

Attest:

Julie Nester, City Clerk

Approved as to Form:

Hillary J. Evans, City Attorney

RESOLUTION 25-29 MULTI-YEAR LODGING TAX AWARD FOR MARINA DEBT SERVICE REPAYMENT



City Council Meeting

01/06/2026

LODGING TAX - MARINA

				Phase 1 Amount Needed		\$ 1,680,000	\$ 1,680,477	Sufficient
				Phase 2 Amount Needed		\$ 2,235,000	\$ 477	\$2,234,523 Needed
Revenue Options	Amount	Max. Avg. Monthly Cost	Approval	Debt Term	Input amount to borrow or B&O Threshold Amt.	Annual Debt Service Amount	Input Annual Revenues Amount	Est. Monthly Payor Impact
Retired Debt Svs.	\$363K	N/A	Council				\$ 363,000	
Property Tax Levy Lid Lift*	Up to \$3.24M	\$36.25	Vote-50%					\$ -
Property Tax Excess Bond Levy	Up to \$75.8M	\$66.91	Vote-60%	20		\$ -		\$ -
Utility Tax	Each 1% = \$250K	\$2.00	Council				\$ 25,000	\$ 0.20
B&O Tax	\$825K to \$1.68M	\$42.00 to \$637.17	Council		\$ 4,000,000		\$ 878,000	\$ 705.17
B&O Tax Reserve - 6 Months	\$412K to \$839K	N/A	Council		\$ 439,000		34,477	
Marina Dredging Fee (Existing) 32 foot	\$250K (2026 estimated)	\$69.12	Council				\$ 250,000	\$ 69.12
Marina Dredging Fee (Additional) 32 foot	Up to \$630K	\$174.26+tax	Council				\$ 100,000	\$ 27.65
Marina Beakwater Fee	Up to \$760K	\$210.22+tax	Council					\$ -
Lodging Tax	Up to \$275K	N/A	Council /LTAC				\$ 30,000	N/A

Deputy City Administrator and Finance Director Goldman noted that staff would put all items for funding together for applying for bonds in April of 2026. He observed that staff would pursue Scenario 5 and apply for a LTAC grant at a higher rate and not implement a Utility Tax, and with an added dredging fee, necessitating updates to the Master Fee Schedule.

2026 LODGING TAX GRANTS

- City Council approved \$475,000 for the Lodging Tax/Tourism Promotion grant program.
- \$50,000 for Whidbey-Camano Islands Tourism.
- \$17,000 for Chalk Fest event.
- \$408,000 for new multi- and single-year grant applications.
- The Lodging Tax Advisory Committee (LTAC) met on October 29, 2025 and forwarded recommendations.

2026 LODGING TAX GRANTS

- City Council approved all single year grants on November 18, 2025.
- Approved motion to ask LTAC to reconsider the amount of the Marina debt service to the original request of \$55,000.
- LTAC met on December 17, 2025 and unanimously approved forwarding a recommendation of \$55,000 for the Marina debt service.

RECOMMENDED MOTION

- I move to adopt Resolution 25-29 approving the Lodging Tax Advisory Committee recommendation for the multi-year award for the Marina Debt Service repayment.

Subject: Appointment: Marina Advisory Commission, Position 5 - Michael Bobeck
Submitted By: Macalle Finkle, Executive Services Coordinator

RECOMMENDED ACTION

Confirm the Mayoral appointment of Michael Bobeck to Marina Advisory Commission Position 5 for a term of January 2025 through December 2027.

BACKGROUND / SUMMARY INFORMATION

Due to the expiration of a term, a vacancy exists for Marina Advisory Commission Position 5. The applicant was interviewed and has been recommended for appointment. This appointment will fill Position 5 through December 31, 2027.

LEGAL AUTHORITY

Oak Harbor Municipal Code Chapter 2.38 - Marina Advisory Committee

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. Advisory Board Application Michael Bobeck

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Brian Smith](#); [Alyce Henry](#)
Subject: Online Form Submission #80415 for Advisory Board Application
Date: Tuesday, October 21, 2025 10:06:22 AM

Caution! This message was sent from outside your organization.

[Report](#)

Advisory Board Application

Thank you for your interest in serving on a City of Oak Harbor advisory board.

Applications are accepted continuously and kept on file for 6 months. When a vacancy occurs, applications will be solicited for a minimum of 30 days, followed by an interview process. Mayoral appointments will be forwarded to the City Council for confirmation.

Please be advised that this application and all communications with the City of Oak Harbor are public records, and the information may be subject to disclosure upon request.

First Name	Michael
Last Name	Bobeck
E-mail Address	
Address	2772 Umatilla Dr
Primary Phone Number	
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	No
Please select all that apply:	Marina Tenant
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No

If yes, please explain:	<i>Field not completed.</i>
Which Board, Commission or Committee would you like to serve on?	Marina Advisory Commission
How many advisory board meetings have you attended in the last 6 months?	1-2
What do you feel a board or commissioner role includes?	Provide recommendations to the city Mayor and City Council on the use, management, facilities maintenance, and future of the marina
Current / Former Occupation & Work Experience	38 Year Retired Army Officer, Safety and Occ Health Advisor/Consultant, Safety Manager, Non Profit President focused on transitioning vet to education opportunities.
How does your background best serve the objectives of this board?	Strategic Planning, Safety/Occ Health, 30 plus years of owning a boat, 35+ years of Management Experience, Managed DOD budget of \$6.8B
List your professional or volunteer activities that relate to the topics discussed by this board.	Volunteer with the US Power Squadron, Member of the Recreational Boaters Association of WA, Member of the OHYC
What is the most important topic or project you feel this board is considering this year?	Revitalization of the Marina
	X

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Subject: Appointment: Marina Advisory Commission, Position 6 - Mark Hammer
Submitted By: Macalle Finkle, Executive Services Coordinator

RECOMMENDED ACTION

Confirm the Mayoral appointment of Mark Hammer to Marina Advisory Commission Position 6 to fill an unexpired term through December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

A vacancy currently exists for Marina Advisory Commission Position 6. The applicant was interviewed and has been recommended for appointment. This appointment will fill Position 6 for the current unexpired term, which expires on December 31, 2026.

LEGAL AUTHORITY

Oak Harbor Municipal Code Chapter 2.38 - Marina Advisory Committee

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. Advisory Board Application Mark Hammer

Macalle Finkle

From: noreply@civicplus.com
Sent: Monday, December 29, 2025 3:58 PM
To: Julie Nester; Macalle Finkle; Brian Smith; Alyce Henry
Subject: Online Form Submission #85605 for Advisory Board Application

Follow Up Flag: Follow up
Flag Status: Completed

Caution! This message was sent from outside your organization.

[Report](#)

Advisory Board Application

Thank you for your interest in serving on a City of Oak Harbor advisory board.

Applications are accepted continuously and kept on file for 6 months. When a vacancy occurs, applications will be solicited for a minimum of 30 days, followed by an interview process. Mayoral appointments will be forwarded to the City Council for confirmation.

Please be advised that this application and all communications with the City of Oak Harbor are public records, and the information may be subject to disclosure upon request.

First Name	Mark
Last Name	Hammer
E-mail Address	[REDACTED]
Address	725 McCrohan
Primary Phone Number	[REDACTED]
City, State and Zip	Oak harbor Washington
Resident in Oak Harbor City limits?	Yes
If Resident of City Limits, how long?	40 years

Please select all that apply:	None
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Which Board, Commission or Committee would you like to serve on?	Marina Advisory Commission
How many advisory board meetings have you attended in the last 6 months?	<i>Field not completed.</i>
What do you feel a board or commissioner role includes?	Giving input from personal experience
Current / Former Occupation & Work Experience	Commercial fishermen
How does your background best serve the objectives of this board?	I am a professional mariner
List your professional or volunteer activities that relate to the topics discussed by this board.	I am a commercial crabber in the puget sound
What is the most important topic or project you feel this board is considering this year?	Making the marina a better attraction
	<i>Field not completed.</i>

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Subject: Appointment: Police Community Advisory Board, Position 4 — Rachel Paul
Submitted By: Macalle Finkle, Executive Services Coordinator

RECOMMENDED ACTION

Confirm the Mayoral appointment of Rachel Paul to Police Community Advisory Commission Position 4 to fill an unexpired term through December 31, 2026.

BACKGROUND / SUMMARY INFORMATION

A vacancy currently exists for Police Community Advisory Board (CAB) Position 4. The applicant was previously appointed to CAB Position 3 for a term from April 2024 to December 31, 2025. The applicant is seeking reappointment but has requested a transfer to Position 4 for the unexpired term, which ends on December 31, 2026.

LEGAL AUTHORITY

Oak Harbor Municipal Code Chapter 2.38 - Marina Advisory Committee

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. Advisory Board Application Rachel Paul

From: noreply@civicplus.com
To: [Julie Nester](#); [Macalle Finkle](#); [Meg Massey](#)
Subject: Online Form Submission #36541 for Boards & Commissions Application
Date: Saturday, March 9, 2024 1:52:41 PM

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

Boards & Commissions Application

First Name	Rachel
Last Name	Paul
E-mail Address	
Primary Phone Number	
Work Phone	<i>Field not completed.</i>
Address	2130 Fairway Ln
City, State and Zip	Oak Harbor, WA 98277
Resident in Oak Harbor City limits?	No
Are you a business owner?	No
Which Board, Commission or Committee would you like to serve on?	Police Community Advisory Board
Are you related to anyone employed by the City (including as a contractor or vendor) or serving on City Council or another board/commission/committee?	No
If yes, please explain:	<i>Field not completed.</i>
Current / Former Occupation & Work Experience	Western Washington University
Resume	Rachel Paul Resume 2024.docx
Education / Special Qualifications / Interests /	PhD. Political Science; Core Competency Certification Washington Dept. of Health; Interested in intersection

Activities	Mental Health, Drug Addiction and Homelessness
Community Involvement	Volunteer experience: OHSD Schools, Soroptomist Int'l, Mothers Aligned for Medical Advocacy (Ohio), Literacy Campaigns
Other General Comments	<i>Field not completed.</i>

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Subject: 2026 Advisory Board Reappointments
Submitted By: Macalle Finkle, Executive Services Coordinator

RECOMMENDED ACTION

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

BACKGROUND / SUMMARY INFORMATION

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

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

LEGAL AUTHORITY

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

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. 2026 Advisory Board Reappointments

2026 Advisory Board Reappointments

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

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

rev. 1/2/2026

CITY OF OAK HARBOR
City Council Agenda Bill

Bill No. 7.a
Date: January 6, 2026

Subject: Selection of Mayor Pro Tempore
Submitted By: Julie Nester, City Clerk

RECOMMENDED ACTION

Motion to select a Mayor Pro Tempore to serve a 2-year term, beginning January 6, 2026.

BACKGROUND / SUMMARY INFORMATION

Traditionally, the City Council has selected a Mayor Pro Tempore at the first regular Council meeting of even-numbered years. Councilmember Tara Hizon has served as Mayor Pro Tempore since August 5, 2022, having been selected by the Council to fill this role again in January of 2024. Those serving as Mayor Pro Tempore serve as the presiding officer of Council meetings in the absence of the Mayor, and participate on the Mayor's behalf as requested for local government and civic meetings and events.

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LEGAL AUTHORITY

Revised Code of Washington (RCW) 35.12.065

FISCAL IMPACT

N/A

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

This item is presented every other year. The City Council re-selected Councilmember Hizon on January 2, 2024 to serve a two year term.

ATTACHMENTS

None

Subject: Resolution 26-01: Declaring the need for Emergency Repairs to the Oak Harbor Marina
Submitted By: Brian Smith, Parks and Recreation Director
Julie Nester, City Clerk
DAVID GOLDMAN, Deputy City Administrator/Finance Director

RECOMMENDED ACTION

Motion to approve Resolution 26-01 declaring that the failures to structural components at the Marina constitutes an emergency, waiving the public bidding requirements to facilitate as rapid a repair as possible, and authorizing the Mayor to execute contracts for necessary goods and services to expedite the repairs.

BACKGROUND / SUMMARY INFORMATION

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

Damage Report:

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

Staff quickly moved to assess all damage and prioritize responses and immediate repairs as possible. The two boats sustaining damage along the main walkway was the first issue addressed. Fenders and lines were added to prevent future damage. The owners of the two boats with sail damage were notified, and the water was turned off to South F dock to prevent any further loss. The log boom below the Harbormaster's office was able to be temporarily reconnected to prevent any future debris entering the Marina. The South E dock float was addressed, and temporary pile hoops were placed to ensure that the docks did not fully separate. Staff were able to reposition the dock back into normal alignment. Staff relocated vessels from the very south end to aid repairs and prevent additional damage. Marina Crews resecured the water main under the main gangway, preventing loss of service to the docks. Divers came to the Marina on 12/22/25 to locate the panels that fell off during the storm. The other four panels that are hanging on will need to be cut free to prevent additional damage.

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

Marine engineering firm Moffat and Nichol, which is already under contract for the Marina Dredging and Breakwater projects, inspected the damage on 12/19/25 and is working with American Construction on repair scope, cost estimates and prob project completion.

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

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

Per RCW 34.08.280, the City Council may, by resolution, waive competitive bidding requirements to adequately respond to emergencies.

LEGAL AUTHORITY

RCW 34.08.280

FISCAL IMPACT

The City is exploring claim coverage with our insurer, Washington Cities Insurance Authority. The current property insurance claim deductible on the Marina is \$100,000. As discussed during the Local Business & Occupation Tax discussions, the 2024 year-end Marina

Operating and Capital Funds had an available balance of \$1,655,562, which was preliminary earmarked for Phase 1 of the Marina rejuvenation project (Dredging and Breakwater).

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. Resolution 26-01 Marina Emergency Repairs
2. Marina Emergency Repairs Presentation

RESOLUTION 26-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, DECLARING THE STORM DAMAGE AT THE OAK HARBOR MARINA TO BE AN EMERGENCY, WAIVING THE PUBLIC BIDDING REQUIREMENTS FOR THE REPAIR OF THE F-DOCK BREAKWATER

WHEREAS, RCW 39.04.280 and the City's adopted Purchasing Policy and Procedures Manual provide that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency; and

WHEREAS, RCW 39.04.280 and the City's Purchasing Policy and Procedures Manual define an "emergency" as any unforeseen circumstance beyond the control of the City that either (a) presents a real, immediate threat to the proper performance of essential functions or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, on Wednesday, December 16, 2025, the area experienced a significant storm which resulted in a significant windstorm and flooding; and

WHEREAS, on December 16, 2025, Governor Ferguson proclaimed a State of Emergency throughout the entire state of Washington; and

WHEREAS, during that storm event, the Oak Harbor Marina sustained significant damage to the F-Dock Breakwater resulting in infrastructure damage and the loss of wave attenuation panels needed for the proper operation of the breakwater; and

WHEREAS, the initial engineering inspection determined eight breakwater panels have failed and have been partially or fully detached and need to be replaced; and

WHEREAS, an emergency repair is necessary to maintain safe and sustainable services of the Marina, including to liveaboard tenants, and to prevent any potential events resulting from future winter storms; and

WHEREAS, failure of the F-Dock Breakwater could result in dangerous conditions to anyone at the City's Marina which could cause property damage and become a high risk to human health and life; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR as follows:

Section 1. The City Council of the City of Oak Harbor finds that the facts set forth in the recitals above are true, and hereby declares and certifies that the damage to the F-Dock Breakwater constitutes an emergency under RCW 39.04.280 and the City's Purchasing Policy and Procedures Manual.

Section 2. The City Council of the City of Oak Harbor hereby waives bidding requirements and authorizes staff to contract without solicitation of bids for the public work project to repair the F-Dock Breakwater and to take any such actions necessary to carry out the intent of this Resolution, provided that the City's contracted engineering firm shall review and determine the qualifications of the contractor(s) to perform the emergency services, and further provided that the Mayor shall report the nature and extent of the contract(s) awarded to the City Council at the next City Council meeting for which the information is available.

Section 3. Any actions of the City or its officers prior to the date hereof, and consistent with the terms of this Resolution, are hereby ratified.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

Passed by the City Council of the City of Oak Harbor this 6th day of January 2026.

THE CITY OF OAK HARBOR

Veto ()

Approve ()

Ronnie Wright, Mayor

ATTEST:

Julie Nester, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

Published: _____

RESOLUTION 26-01: DECLARING THE NEED FOR EMERGENCY REPAIRS TO THE OAK HARBOR MARINA



City Council Meeting

1/06/2026
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MARINA STORM DAMAGE 12/17/25





MARINA STORM DAMAGE 12/17/25





MARINA STORM DAMAGE 12/17/25

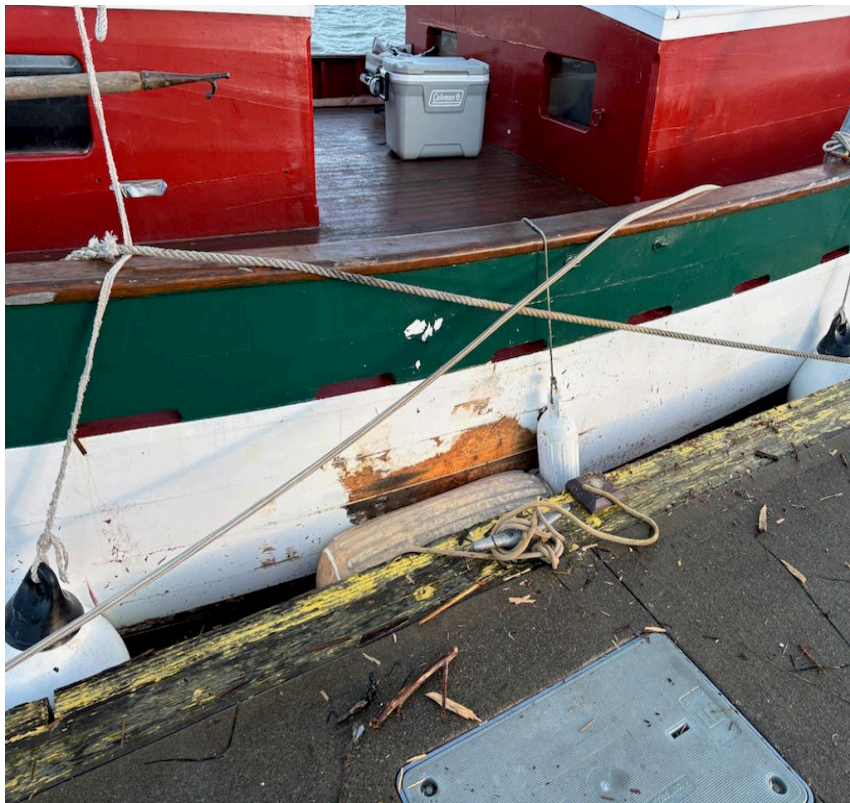


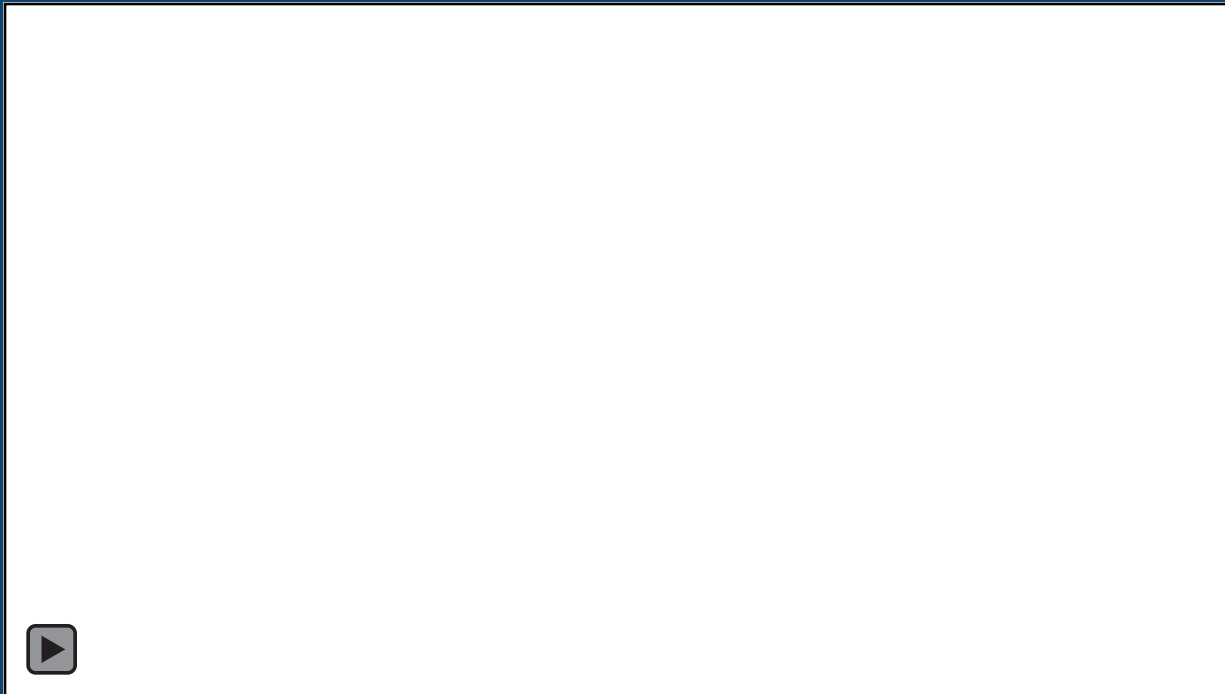


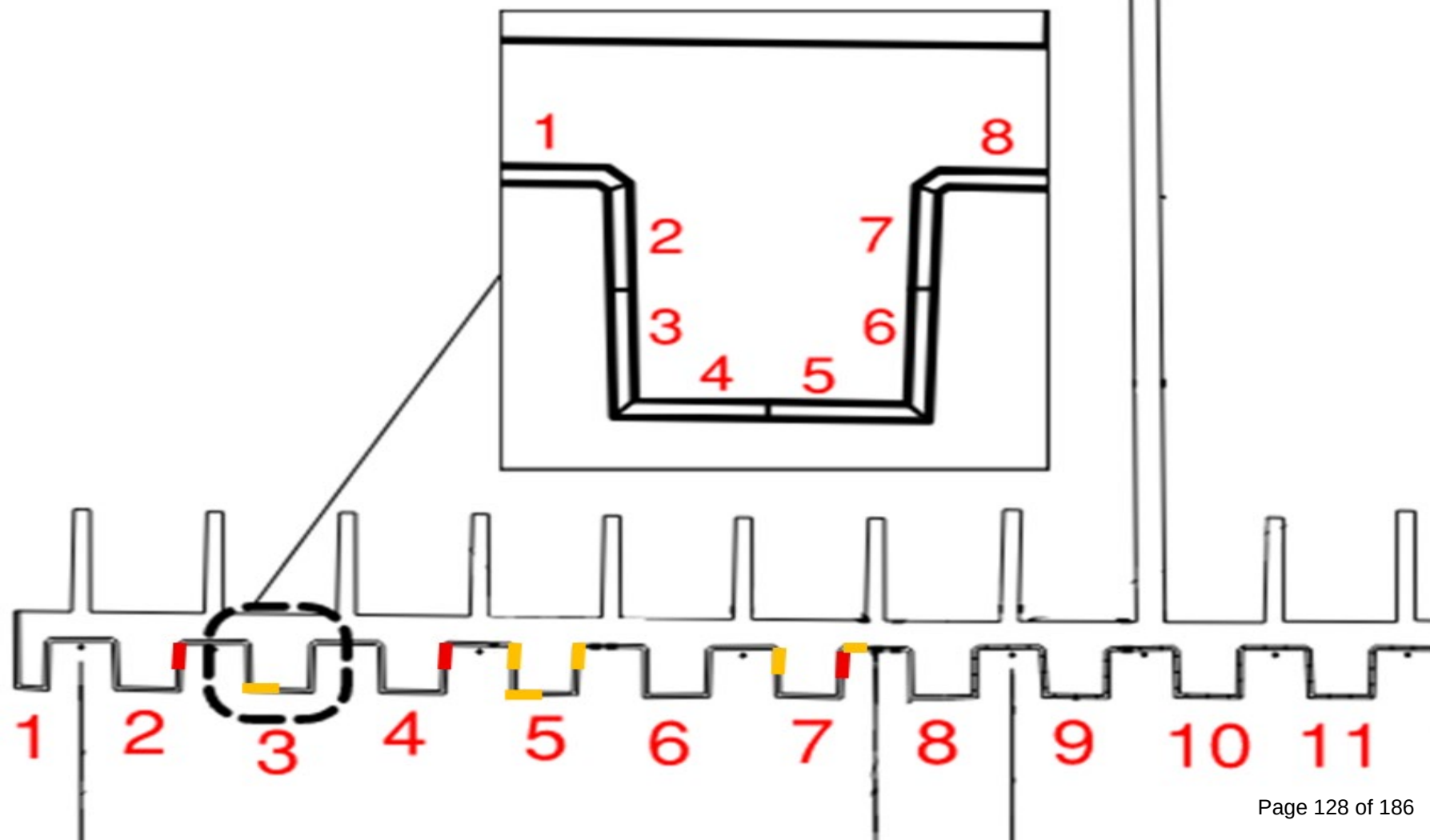
MARINA STORM DAMAGE 12/17/25

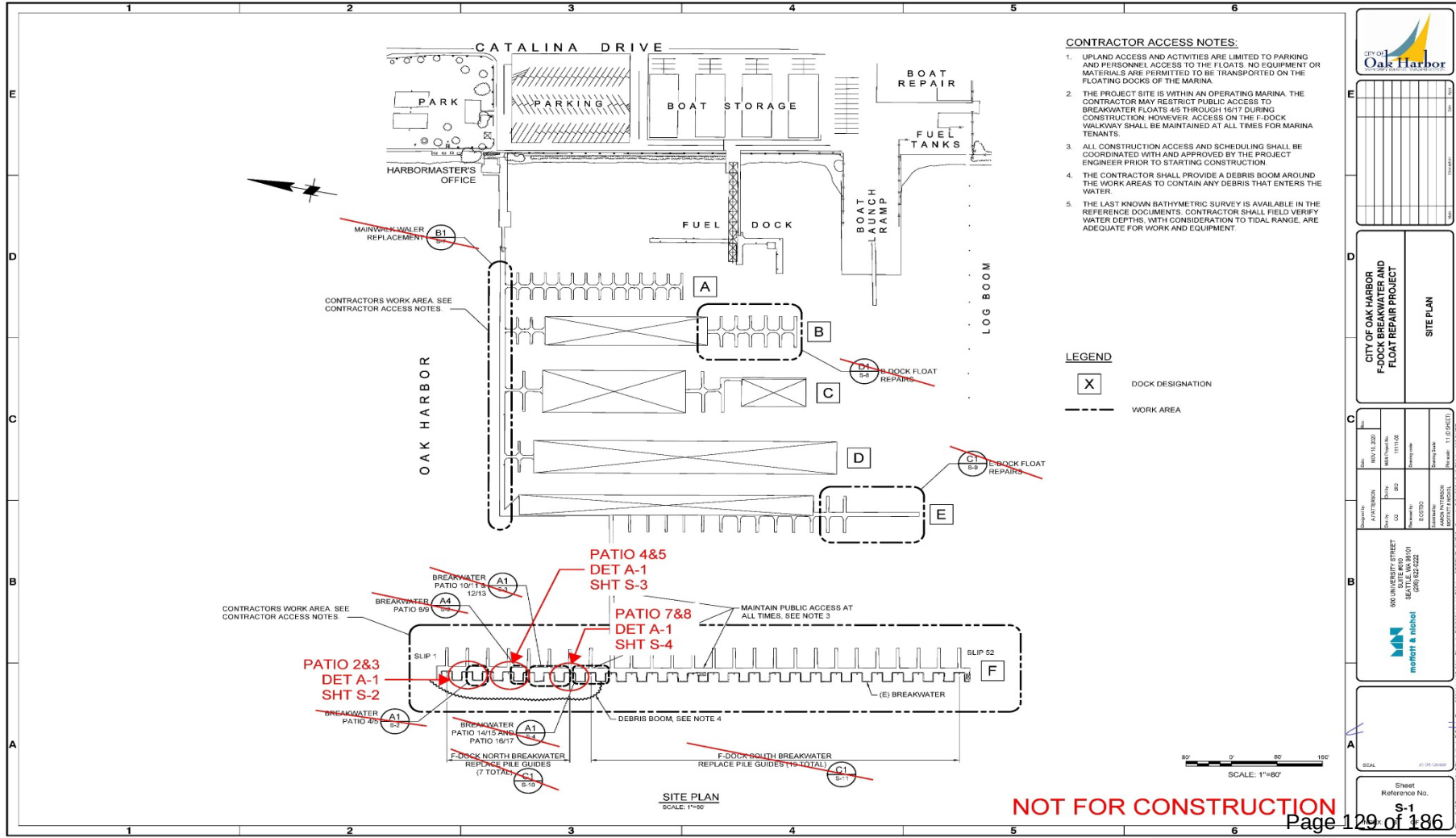


MARINA STORM DAMAGE 12/17/25









- CONTRACTOR ACCESS NOTES:**
1. UPLAND ACCESS AND ACTIVITIES ARE LIMITED TO PARKING AND PERSONNEL ACCESS TO THE FLOATS. NO EQUIPMENT OR MATERIALS ARE PERMITTED TO BE TRANSPORTED ON THE FLOATING DOCKS OF THE MARINA.
 2. THE PROJECT SITE IS WITHIN AN OPERATING MARINA. THE CONTRACTOR MAY RESTRICT PUBLIC ACCESS TO BREAKWATER FLOATS 465 THROUGH 1617 DURING CONSTRUCTION. HOWEVER, ACCESS ON THE F-DOCK WALKWAY SHALL BE MAINTAINED AT ALL TIMES FOR MARINA TENANTS.
 3. ALL CONSTRUCTION ACCESS AND SCHEDULING SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ENGINEER PRIOR TO STARTING CONSTRUCTION.
 4. THE CONTRACTOR SHALL PROVIDE A DEBRIS BOOM AROUND THE WORK AREAS TO CONTAIN ANY DEBRIS THAT ENTERS THE WATER.
 5. THE LAST KNOWN BATHYMETRIC SURVEY IS AVAILABLE IN THE REFERENCE DOCUMENTS. CONTRACTOR SHALL FIELD VERIFY WATER DEPTHS, WITH CONSIDERATION TO TIDAL RANGE, ARE ADEQUATE FOR WORK AND EQUIPMENT.

LEGEND

X DOCK DESIGNATION

--- WORK AREA



CITY OF
Oak Harbor
WA 98281

CITY OF OAK HARBOR F-DOCK BREAKWATER AND FLOAT REPAIR PROJECT		SITE PLAN	
Project No.	2020-001	Sheet No.	129 of 186
Date	NOV 16, 2020	Scale	1"=80'
Project Location	600 UNIVERSITY STREET SUITE #100 OAK HARBOR, WA 98281	Project Name	F-DOCK BREAKWATER AND FLOAT REPAIR PROJECT
Project Manager	AMON PATTERSON	Project Engineer	AMON PATTERSON
Project Engineer	AMON PATTERSON	Project Engineer	AMON PATTERSON
Project Engineer	AMON PATTERSON	Project Engineer	AMON PATTERSON



mohr & nichol
ENGINEERS & ARCHITECTS
600 UNIVERSITY STREET
SUITE #100
OAK HARBOR, WA 98281
PH: 360.622.2222

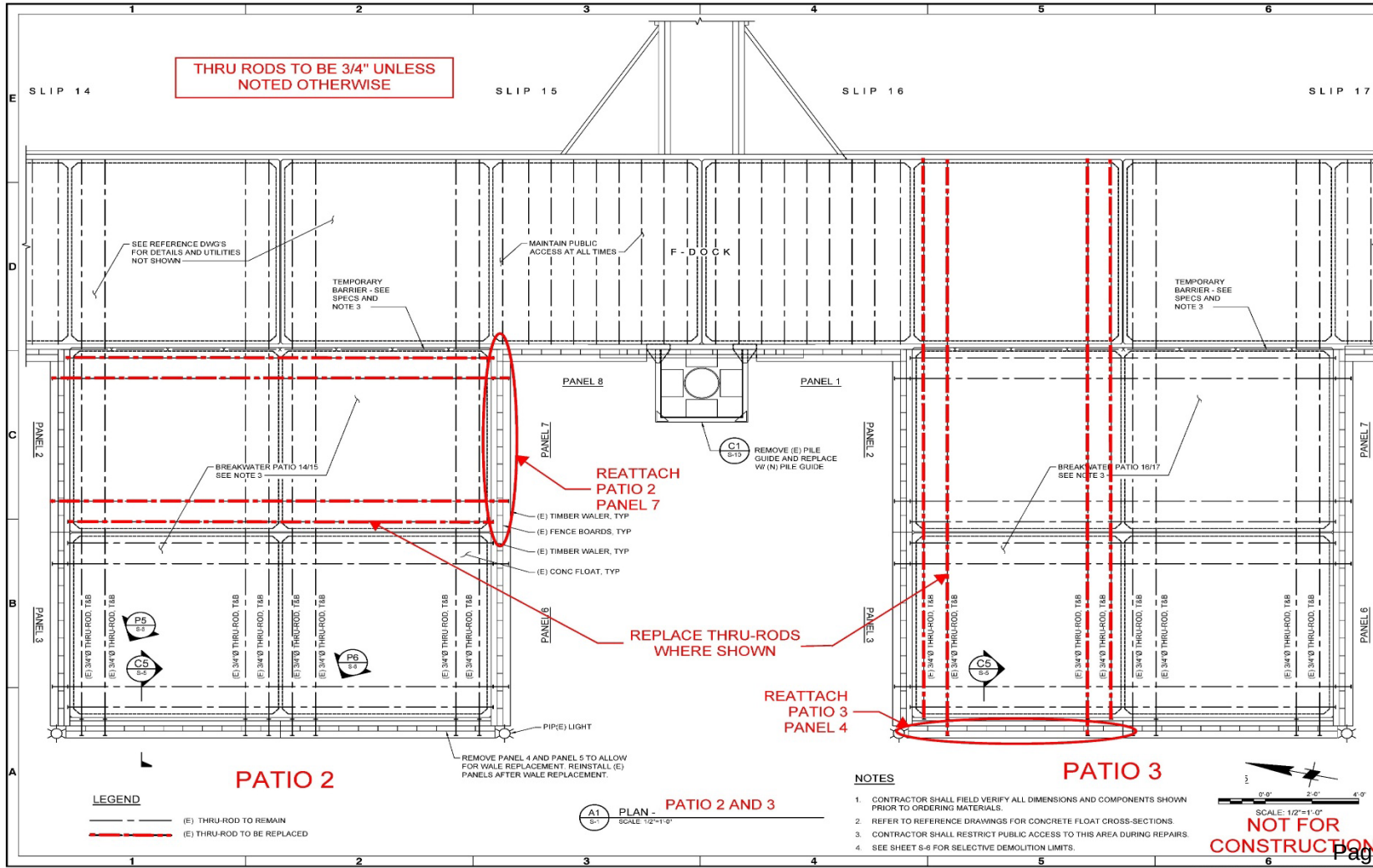
Sheet Reference No.
S-1

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SCALE: 1"=80'

NOT FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



NO.	DATE	BY	CHKD

CITY OF OAK HARBOR
F-DOCK BREAKWATER AND
FLOAT REPAIR PROJECT
PLAN PATIO 14-15 AND 16-17

NO. 15, 2020
DATE
BY
CHKD

PROJECT
NO. 15, 2020
DATE
BY
CHKD

PROJECT
NO. 15, 2020
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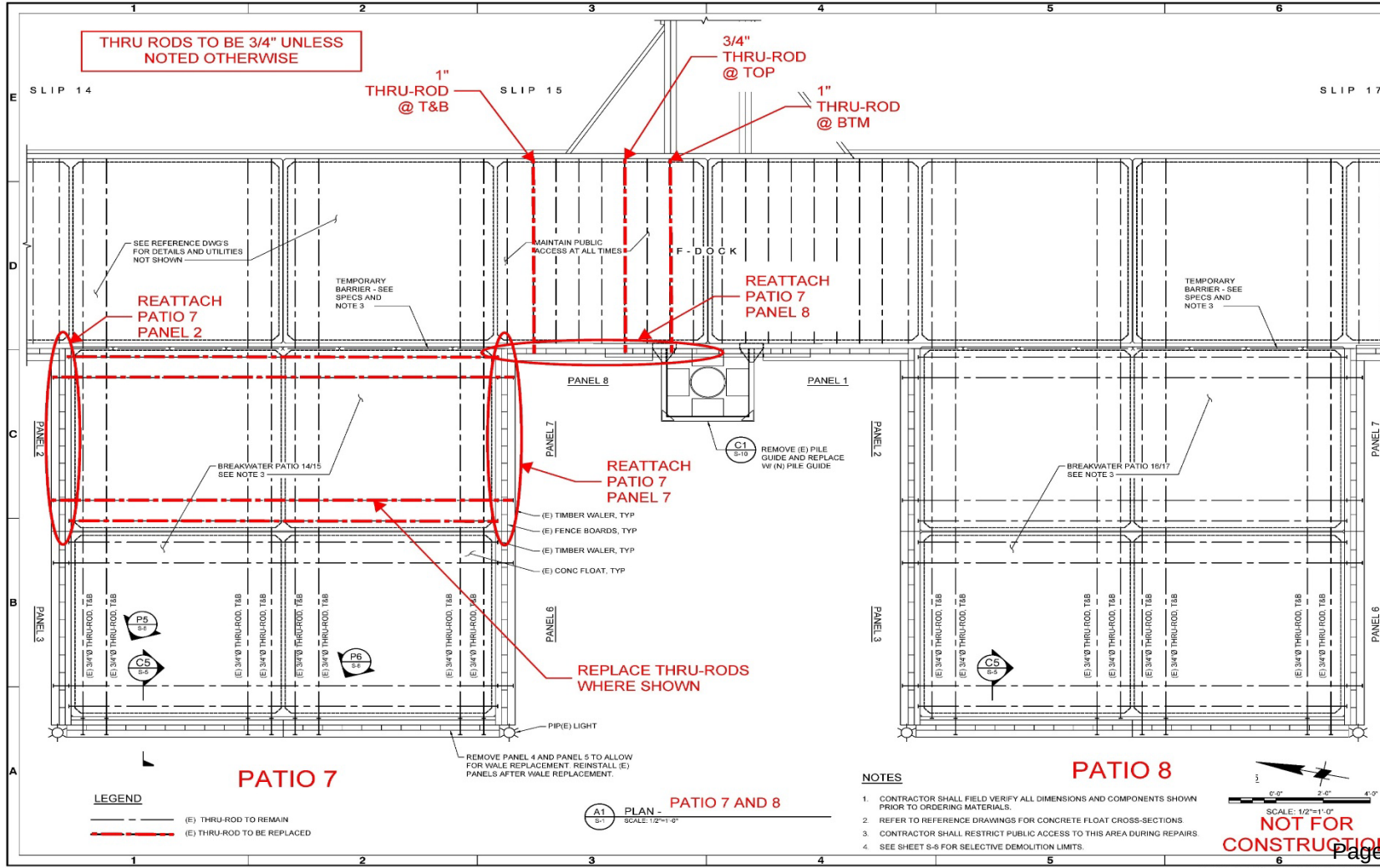
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DATE
BY
CHKD

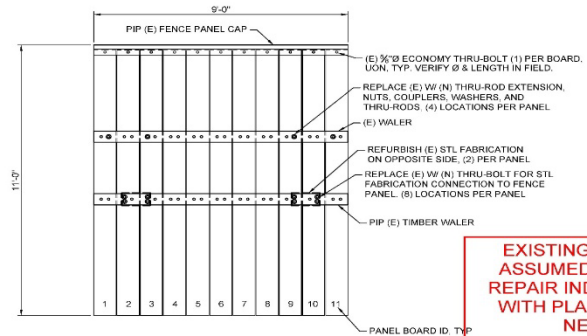
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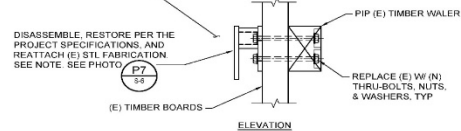
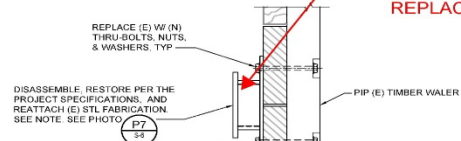
PROJECT
NO. 15, 2020
DATE
BY
CHKD



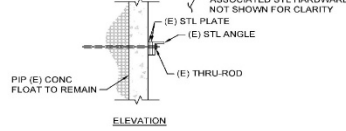
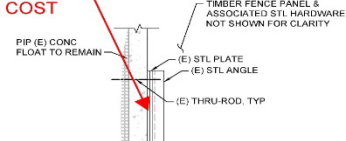


EXISTING FENCE PANELS
ASSUMED TO BE REUSED,
REPAIR INDIVIDUAL BOARDS
WITH PLASTIC LUMBER AS
NECESSARY

FIELD VERIFY CONDITION
OF EACH BRACKET FOR
REUSE. ASSUME ALL
REPLACED FOR COST



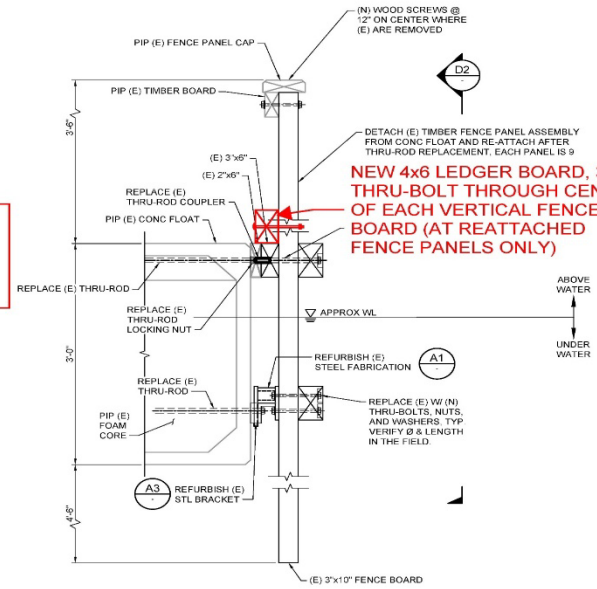
A1 DETAIL - FENCE PANEL STEEL FABRICATION
SCALE: NTS



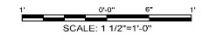
A3 DETAIL - EXISTING STEEL BRACKET
SCALE: NTS (FOR REFERENCE ONLY)

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND COMPONENTS SHOWN PRIOR TO ORDERING MATERIALS.
2. SPLICES ARE NOT ALLOWED UNLESS SPECIFICALLY SHOWN.
3. ALL BOLTS AND HARDWARE REMOVED AS PART OF THIS WORK SHALL BE REPLACED WITH NEW BOLTS AND HARDWARE AS SPECIFIED.
4. CONTRACTOR SHALL REVIEW AND BECOME FAMILIAR WITH THE LISTED REFERENCE DOCUMENTS.
5. DAMAGING OR REPLACING THE EXISTING FLOAT THRU-RODS SHALL BE AVOIDED, UNLESS STATED OTHERWISE.



C5 SECTION - FENCE PANEL
SCALE: 1 1/2"=1'-0"



NOT FOR CONSTRUCTION
Page 133 of 186

MARINA EMERGENCY REPAIRS

- Labor and materials to complete scope
- Permit and inspection fees
- Scope of Work
- Cost Estimate

MARINA EMERGENCY REPAIRS

- The City is exploring claim coverage with our insurer, Washington Cities Insurance Authority (current property insurance claim deductible on the Marina is \$100,000).
- As discussed during the Local Business & Occupation Tax discussions, the 2024 year-end Marina Operating and Capital Funds had an available balance of \$1,655,562, which was preliminary earmarked for Phase 1 of the Marina Dredging and Breakwater projects.



MARINA EMERGENCY REPAIRS

- Per RCW 34.08.280, the City Council may, by resolution, waive competitive bidding requirements to adequately respond to emergencies. This is also found in the City's Purchasing Policy under 1.13 Declared Emergencies- defined as unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- Due to the nature of the impacts fulfilling both requirements, staff recommends the presented motion for expedited repairs.



MARINA EMERGENCY REPAIRS

- Federal regulations implementing the U.S. Army Corps of Engineers Regulatory Program (see 33 CFR 325.2(e)(4)) define an emergency as a situation which would result in:
 - an unacceptable hazard to life,
 - a significant loss of property, or
 - an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures.

RECOMMENDED MOTION

I move to approve Resolution 26-01: Declaring the failures to structural components at the Marina constitutes an emergency, waiving the public bidding requirements to facilitate as rapid a repair as possible, and authorizing the Mayor to execute contracts for necessary goods and services to expedite the repairs.

Subject: Interlocal Agreement with Whidbey Island Public Hospital District for EMS Services
Submitted By: Angela Braunstein, Fire Services Analyst
Travis Anderson, Fire Chief

RECOMMENDED ACTION

I move to authorize the Mayor to sign a two-year Interlocal Agreement with the Whidbey Island Public Hospital District for partial reimbursement to the City of Oak Harbor for pre-hospital emergency medical response services provided within the City of Oak Harbor, Washington.

BACKGROUND / SUMMARY INFORMATION

Since 1999, Whidbey Public Hospital District has provided funding to Whidbey Island fire departments to help offset the costs associated with pre-hospital medical response. The Oak Harbor Fire Department (OHFD) receives reimbursement solely for pre-hospital care services.

The current agreement with the OHFD expires on December 31, 2025. The proposed agreement would provide reimbursement for pre-hospital medical response services from January 1, 2026, through December 31, 2027, at a fixed annual rate of \$175,000 for responses to medical emergencies within the City of Oak Harbor, Washington.

LEGAL AUTHORITY

N/A

FISCAL IMPACT

Funding from this agreement will go toward offsetting costs incurred for providing this service to the Community.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. 2026-27_WH_EMS Agreement_Signed
2. ILA with Whidbey Health Presentation

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

GRANTOR: Whidbey Island Public Hospital District

GRANTEE: City of Oak Harbor

LEGAL DESCRIPTION: Interlocal Agreement City of Oak Harbor
No property exchanging hands

PARCEL NO: n/a

INTERLOCAL AGREEMENT FOR EMS SERVICES

WHEREAS, the City of Oak Harbor, a municipal corporation, hereinafter referred to as "City", and Whidbey Island Public Hospital District, hereinafter referred to as "District", concur on entering into an agreement pertaining to the District reimbursing the City in part for assisting with pre-hospital emergency medical responses in Oak Harbor, Washington; and

WHEREAS, the City and District have operated under cooperative agreements for 26 years; and

WHEREAS, the District is supported by a levy to provide emergency medical services to all of Whidbey Island;

WHEREAS, the parties along with other Fire Departments on Whidbey Island have made arrangements relating to the provision of emergency medical services for Whidbey Island;

Now, therefore,

The parties hereto agree as follows:

1. Term. This Agreement commences on January 1, 2026 ("Commencement Date"), and will continue in effect for two (2) years until December 31, 2027, unless terminated earlier under Section 8 below.
2. EMS Services. The City shall provide the emergency medical services listed on Exhibit A (the "EMS Services") for the District. The City shall provide EMS Services in the manner required to ensure the District's compliance with the guidelines of applicable accrediting agencies, with all rules and regulations promulgated by local, state, and federal regulatory agencies and with all requirements necessary for the District to bill patients and third-party payers for the EMS services should the District decide to do so. The City shall provide EMS services only through City Fire Department personnel who are appropriately trained and licensed first responders or emergency medical technicians.
3. Payment and Calculation. The District shall compensate the City for the EMS Services provided under this Agreement according to a payment methodology set forth below.
 - a. The District will pay the City a fixed amount of **\$175,000** per year.
 - b. The City will invoice the District semi-annually for the current contract year. Invoicing will occur during July for the previous 6 months of service (January 1 -

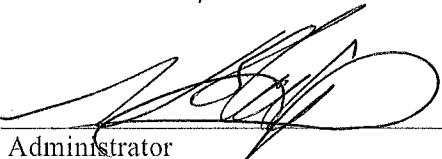
June 30) and during January for the previous 6 months of service (July 1 - December 31). The District will remit payment within 30 days of invoicing.

4. Financial Responsibility. Each party shall bear financial responsibility for its own respective activities except to the extent set out above.
5. Relationship to Existing Agreements. Unless expressly provided otherwise in this Agreement, this Agreement is not intended to modify or supersede existing agreements and shall be construed in a manner which is consistent therewith.
6. Amendments. This Agreement may be amended from time to time by written amendment. All amendments must be agreed to by the City and the District.
7. Termination.
 - a. Termination Without Cause. Either party may terminate this Agreement at any time by giving written notice to the other party at least one hundred twenty (120) days in advance of the termination date.
 - b. Immediate Termination by the District for Cause. The District may terminate this Agreement immediately upon written notice to the City if the City fails to perform any term or condition of this Agreement, or fails to comply with the policies, standards, or regulations of the District after written notice and a reasonable opportunity to cure.
8. Administration.
 - a. The provisions of this Agreement shall be managed by District Administrator and Oak Harbor Fire Chief. They shall meet as necessary to ensure that the provisions of this Agreement are fulfilled and shall maintain records of all actions as required to accomplish the work of the Agreement. They may delegate responsibilities under this Agreement as they chose fit.
 - b. This Agreement is not intended to create an independent government body to manage the provisions of this Agreement.
9. Property. There is no joint property to be held under this agreement.
10. Indemnification.
 - a. The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the District, its officers, agents and employees, or any of them, in the performance of activities carried out under this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City, the District shall defend the same at its sole cost and expense. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy same.
 - b. In executing this Agreement, the District does not assume liability or responsibility for, or in any way release the City from liability or responsibility which arises in whole or in part from the existence or effect of City's own negligence, act, or omission. If any cause, claim, suit, or action is commenced in which the City's negligent act or omission is at

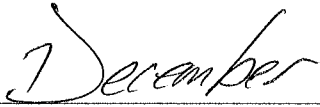
issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the District, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- c. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, or any of them, in the performance of the activities it undertakes pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense. If final judgment is rendered against the District and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
 - d. In executing this Agreement, the City does not assume liability or responsibility for, or in any way release the District, from liability or responsibility which arises in whole or in part from the existence or effect of the District's negligence, act, or omission. If any cause, claim, suit, or action proceeding is commenced which the source of liability is the District's negligence, act, or omission of care, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the District, or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.
11. Insurance. The City shall maintain and/or ensure the maintenance of, at its sole expense, policies of professional liability insurance issued by reputable commercial insurers licensed to do business in Washington or a system of self-insurance or membership in an insurance pool that is acceptable to the District and that cover the City and any City personnel against claims of professional malpractice or negligence that arise out of or relate to EMS Services provided under this Agreement. The insurance or self-insurance or insurance pool shall have minimum policy limits of One Million Dollars (\$1,000,000) per incident and Five Million Dollars (\$5,000,000) in the annual aggregate.
12. Dispute Resolution. All disputes between the parties, including, without limitation, disputes missing from or relating to this Agreement or the relationship between the parties, shall be resolved by the dispute resolution process set forth in Exhibit B.
13. Severability. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect.

DATED this 15th day of December, 2025.



Administrator
Whidbey Island Public Hospital District



Mayor
City of Oak Harbor

ATTEST:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
EMS SERVICES

The City shall provide the following EMS Services for the District:

1. First responder services for any Charlie, Delta, or Echo emergency medical responses that occurs within the boundaries for which the City provides Fire Protection Services.
2. Assistance to District EMS personnel who arrive at the scene, including emergency medical assistance, patient extraction, patient movement and transportation.
3. Maintain equipment, vehicles and supplies necessary to provide the EMS Services.
4. Ensure that all City personnel who provide services under this Agreement are adequately trained emergency medical technicians or first responders, as deemed appropriate by City and District.

EXHIBIT B DISPUTE RESOLUTION

1. **POLICY.** The parties hope there will be no disputes arising from this Interlocal Agreement for EMS Services (the "Agreement"). If a dispute arises, the parties shall first try to negotiate a fair and prompt resolution through an internal process. If they are unsuccessful, the dispute shall be resolved by binding arbitration, the parties acknowledging that they intend to give up their right to have any dispute arising out of this Agreement decided in court by a judge or jury. The provisions of the Washington arbitration statute, Chapter 7.04A RCW, are incorporated herein to the extent not inconsistent with the other terms of this Agreement.
2. **INTERNAL DISPUTE RESOLUTION PROCESS.** Each party agrees that if a dispute arises it will promptly notify the other party. The parties shall attempt in good faith to resolve the dispute pursuant to District's internal dispute resolution process. This process shall entail at least one meeting between Hospital administration and the City to discuss the dispute and such meeting may be facilitated, at the request of either party, by an independent facilitator. The cost of the facilitator shall be divided equally between the parties. If the parties are unable to resolve the dispute within 60 days, the dispute shall be resolved by binding arbitration as set forth in Section 3.
3. **BINDING ARBITRATION.** Any controversy or claim between the parties arising from or relating to this Agreement shall be resolved by an arbitration to be commenced in the manner provided in RCW Chapter 7.04A; provided, however, that all statutes of limitations that would otherwise apply shall apply to disputes submitted to arbitration. This process applies regardless of when the dispute arises and will remain in effect after termination of this Agreement.
 - 3.1. **Commencement.** Arbitration shall be commenced by serving a written demand for arbitration on the other party, either personally or by both regular first-class mail and certified mail, return receipt requested in accordance with the terms of RCW 7.04.060.
 - 3.2. **Arbitrator.** There shall be one arbitrator selected by mutual agreement of the parties. If the parties cannot, within 15 days after commencement of the Arbitration, agree on an arbitrator, he/she shall be selected by the administrator of the Judicial Dispute Resolution ("JDR") office in Seattle, Washington, within 15 days thereafter. In the event JDR no longer operates in Seattle, the mediator shall be chosen by the administrator of the American Arbitration Association ("AAA") in Seattle, Washington.

When the arbitrator cannot be mutually agreed upon, the party seeking arbitration shall apply to JDR or AAA within 10 days of completion of the internal process and shall: request arbitration within 120 days. The venue of the arbitration shall be Coupeville, Washington, or another location agreed to by the parties.
 - 3.3. **Arbitrability.** The arbitrator shall determine whether a controversy or claim is covered by this Agreement.
 - 3.4. **Third-Party Intervention.** If either party so requests at any time within 75 days of the submission of the dispute to arbitration, the parties shall try to resolve it by nonbinding third-party intervention, including mediation, evaluation, or both, but without delaying the arbitration hearing date.
 - 3.5. **Arbitration Procedures.** The arbitration shall be conducted under the JDR Dispute Resolution Rules or the AAA Commercial Arbitration Rules, whichever entity presides over the arbitration, in effect on the date that the arbitrator is selected, to the extent consistent with this Exhibit B. Any discovery authorized by the arbitrator shall not extend the time limits established by this section. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such evidence as reasonable businesspeople

would consider in the conduct of their day-to-day affairs. The parties wish to minimize the cost of the dispute resolution process. To that end, the arbitrator shall have the authority to limit live testimony and cross-examination and may require the parties to submit some or all of their case by written declaration, but only to the extent the arbitrator determines that such procedure can be done without jeopardizing a fair hearing of the dispute.

- 3.6. Time Limits. The arbitrator and the parties shall do what is reasonably necessary to conduct the arbitration hearing within 120 days of the date the arbitrator is selected, and the arbitrator shall make every effort to limit the hearing to two days and to render his/her opinion within 14 days after the hearing. The parties have specified these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award.
- 3.7. Construction of Agreement. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement and shall only interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- 3.8. Award. The arbitrator shall render his/her decision in writing. The decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable law.

Absent fraud, collusion, or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or that may promote judicial economy. If a court, applying applicable substantive state law, would be authorized to award punitive or exemplary damages, the arbitrators shall have the same power, but the arbitrators otherwise shall not award punitive or exemplary damages.

- 3.9. Representation by Counsel. All parties shall have the right to representation by legal counsel at any stage of the proceedings.
- 3.10. Costs. The parties shall share equally the cost of the arbitrator's fees, filing fees, and any other expenses such as court reporter fees that are jointly incurred. All other costs and expenses, including attorney fees, shall be paid by the party incurring them.
- 3.11. Failure to Pay Arbitrator's Fee. In the event that any party fails or refuses to pay that party's designated portion of the fees above, the other party who has paid that party's share of the arbitrator's fee may request of the arbitrator an award of default against the non-paying party, which shall be granted absent extenuating circumstances that in the arbitrator's judgment exist making it unfair to grant a default award to the requesting party.

INTERLOCAL AGREEMENT FOR EMS SERVICES BETWEEN CITY OF OAK HARBOR & WHIDBEY ISLAND PUBLIC HOSPITAL DISTRICT



City Council Meeting

01/06/2026
Page 147 of 186

BACKGROUND

- The City and District have operated under cooperative agreements for over 26 years.
- Whidbey Health is supported by an EMS levy to provide emergency medical services to Oak Harbor as well as the rest of Island.
- Last Interlocal was two-year agreement that just expired on December 31, 2025.
 - 2025 reimbursed \$138.37 per EMS call (excluding cardiac arrests, lift assists, and traffic accidents).
 - Averaged about \$50,000/year in reimbursement from this interlocal.

PROPOSED INTERLOCAL

- Two-year agreement that will expire on December 31, 2027
- OHFD will provide first response for all Charlie, Delta, and Echo level EMS calls (life-threatening calls).
- The District will pay the City a fixed amount of **\$175,000** per year (invoiced semi-annually).
 - Increase of \$125,000/year
 - Increased revenue is being reinvested to strengthen and enhance EMS delivery to our community.

PROPOSED INTERLOCAL

- **Why the change to flat rate:**
 - **Eliminates per-call cost concerns, allowing both agencies and crews to focus on patient care.**
 - **Prior to 2025, OHFD responded to EMS calls only when requested by WhidbeyHealth, with reimbursement tied to individual calls.**
 - **Reduces administrative time spent filtering calls and generating invoices.**
 - **Resolves state EMS documentation and compliance issues from the previous contract.**

SUGGESTED MOTION

- Authorize the Mayor to execute an Interlocal Agreement between the City of Oak Harbor and the Whidbey Island Public Hospital District to partially reimburse the City for providing pre-hospital emergency medical services within Oak Harbor, Washington.

Subject: Oak Harbor Main Street Association Professional Services Agreement
Submitted By: Wendy Horn, Grants Administrator

RECOMMENDED ACTION

Motion to approve the Professional Services Agreement with the Oak Harbor Main Street Association as part of the Washington State Main Street Tax Credit Incentive Program with a maximum contribution of \$_____.

BACKGROUND / SUMMARY INFORMATION

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

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

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

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

LEGAL AUTHORITY

RCW Chapter 8.73

FISCAL IMPACT

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

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

On January 7, 2025, the City Council approved the 2025 annual professional services agreement with the OHMSA as part of the Washington Main Street Tax Credit Incentive Program.

ATTACHMENTS

1. 2026 OHMSA Tax Credit Incentive PSA Presentation
2. OHMSA Tax Credit Request

3. 2026 OHMSA Tax Credit Incentive Program PSA_draft
4. Oak Harbor Main Street Association, Professional Services Agreement for OHMSA Program Management 01.07.25 - 12.31.25

OAK HARBOR MAIN STREET ASSOCIATION 2026 PROFESSIONAL SERVICES AGREEMENT



City Council Meeting
January 6, 2026

MAIN STREET PROGRAM OVERVIEW



Washington State
MAIN STREET
PROGRAM

MAIN STREET TAX CREDIT INCENTIVE PROGRAM (MSTCIP)

Available to Main Street associations with less than 190,000 residents

Pledges of support (contributions) are approved by the Department of Revenue

75% credit is applied to business' excise taxes in the following year

Maximum annual contribution to each Main Street association is \$333,333.33 from all businesses

Maximum tax credit available to each eligible businesses is \$250,000.00



CITY PARTICIPATION & HISTORY



- Resolution 15-44, adopted in 2016, approved the City's participation in the MSTCIP
- Original amount = \$40,000
- 2019, City Council increased annual pledge to \$95,000

OHMSA MSTCIP PLEDGE



- 2026 Request from OHMSA
 - \$150,000
- 75% City tax credit (2027) would be \$112,500
- If OHMSA receives more than \$183,333.33 from other local eligible businesses, the City would reduce its contribution

RECOMMENDED ACTION

I move to approve the Professional Services Agreement with Oak Harbor Main Street Association as part of the Washington State Main Street Tax Credit Incentive Program with a maximum contribution of \$_____.

Wendy Horn

From: Ronnie Wright
Sent: Monday, December 29, 2025 10:27 AM
To: David Goldman
Cc: Wendy Horn
Subject: FW: Main Street Tax Credit Incentive Program

From: Margaret and Jim Livermore <livermores@hotmail.com>
Sent: Tuesday, December 23, 2025 12:26 PM
To: Ronnie Wright <rwright@oakharbor.org>
Subject: Main Street Tax Credit Incentive Program

Caution! This message was sent from outside your organization.

[Report](#)

Mayor Wright and Members of the City Council,

On behalf of the Oak Harbor Main Street Association, we want to thank the City of Oak Harbor for your continued support through the Main Street Tax Credit Incentive Program. The City's \$95,000 annual contribution over the past several years has been vital in covering core operational costs and providing organizational stability.

I am writing on behalf of the Board of Directors to respectfully request consideration of an increase to the City's PUT contribution from \$95,000 to \$150,000 in 2026.

As private donations decline and costs continue to rise our operational budget is under growing pressure. The City's MSTCIP contribution supports essential operations, allowing other donations and sponsorships to be directed toward tangible improvements within the district.

Oak Harbor Main Street plays a key advocacy and support role for downtown businesses. We provide resources to help businesses succeed, serve as a collective voice for historic downtown, and actively engage with partner organizations, agencies, and stakeholders to promote and advocate for the district in ways individual businesses cannot easily do on their own.

The 2026 MSTCIP pledge period opens on January 9. The first quarter limit for each WA Main Street Community is \$158,730. We are asking for the City to pledge \$75,000 during the first quarter pledge period and the remainder of the pledge at the beginning of the second quarter pledge period. This will allow other businesses to be able to pledge during the first quarter.

Thank you for your consideration. I would be happy to discuss this request further.

Sincerely,

Margaret Livermore
Interim Executive Director
Oak Harbor Main Street Association

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OAK HARBOR AND
OAK HARBOR MAIN STREET ASSOCIATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the CITY OF OAK HARBOR, a municipal corporation (“CITY”) and the OAK HARBOR MAIN STREET ASSOCIATION, a Washington 501(c)(3) non-profit corporation, (“OHMSA”).

WHEREAS, the historic downtown business community in Oak Harbor has received the Main Street designation for downtown revitalization through the Washington State Department of Archeology and Historic Preservation (“DAHP”); and

WHEREAS, CITY participation in this program with the OHMSA is a recommended practice of the Main Street Program, which includes funding from the CITY to be used towards strengthening and further developing the OHMSA revitalization efforts; and

WHEREAS, in 2005, legislation was passed to create the "Main Street Tax Credit Incentive Program". Through the program, businesses are eligible to take a business and occupation (“B&O”) tax credit equal to seventy-five percent (75%) of the amount given to OHMSA. An organization must submit an application with the Washington State Department of Revenue in order to become eligible for the tax credit. This tax credit program essentially redirects state tax dollars back to a local community that has the Main Street Program designation. Seventy-five percent (75%) of the CITY's contribution to OHMSA may be used against the CITY's own business and occupation tax (“B&O”) and the public utility tax (“PUT”) liability; and

WHEREAS, OHMSA is a 501(c)(3) nonprofit organization that has been officially designated a Washington Main Street Community; and

WHEREAS, the CITY's contributions to OHMSA will be made pursuant to the laws governing the “Main Street Tax Credit Incentive Program” codified in Chapter 82.73 RCW; and

WHEREAS, pursuant to WAC 25-50-040(3), to remain eligible for the tax credit incentive funding program, OHMSA must maintain a full time, paid executive director.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. Scope and Schedule of Work.
 - a. OHMSA shall perform services as more particularly described in Exhibit “A”, attached hereto and incorporated herein. OHMSA's proposal is attached as an exhibit, and if such proposal conflicts with the terms of this Agreement, this Agreement will govern.

- b. All obligations and services of OHMSA undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- c. All work shall be satisfactorily completed on or before December 31, 2026. This Agreement may be extended upon the mutual written agreement of the parties.

2. Compensation and Payment.

- a. For the services performed under this Agreement and pursuant to Ch. 82.73 RCW, the CITY shall contribute to OHMSA as described in Exhibit "A."
- b. The CITY will not:
 - i. withhold FICA (Social Security and Medicare taxes) from OHMSA's payments or make FICA payments on OHMSA's behalf since payment is a donation to a 501(c)(3) nonprofit organization;
 - ii. make state or federal unemployment compensation contributions on OHMSA's behalf; or
 - iii. withhold federal income tax from OHMSA's payments.
- c. The CITY requires OHMSA to comply with all federal laws pertaining to filing of federal tax returns and state and federal employment reporting.
- d. The sum of all contributions to be paid under this Agreement shall not exceed _____ Dollars (\$ _____), as more thoroughly described in Exhibit "A."

3. Termination of Agreement.

- a. Either party may terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to the other party in writing.
- b. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

4. Contract Administration and Management.

- a. The City Administrator for the CITY shall have primary responsibility for administering and approving services to be performed by OHMSA and shall coordinate all communications between OHMSA and the CITY.

- b. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- c. Reporting and Inspection. OHMSA shall maintain accurate records of all transactions made pursuant to this Agreement. OHMSA, at such times and in such form as the CITY may require, shall furnish the CITY periodic reports pertaining to the work and services undertaken pursuant to this Agreement. OHMSA will make available to the CITY all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement. Upon request by the City, but not less than quarterly, OHMSA shall provide a written accounting of the funds received pursuant to 2(d) above which shall include the nature, purpose, and recipient of all such expenditures along with a detailed report of the same.
- d. OHMSA shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.
- e. OHMSA shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.
- f. OHMSA shall appoint and maintain a full time, paid Executive Director who shall be the main point of contact with the City. Said Executive Director shall be a salaried position.

5. Independent OHMSA Status.

- a. OHMSA is and shall be at all times during the term of this Agreement an independent organization, and not an employee of the CITY. OHMSA's employees or contract personnel are not CITY's employees. The OHMSA and CITY agree to the following rights, consistent with an independent OHMSA relationship:
 - i. OHMSA has the right to perform services for others during the term of this Agreement.
 - ii. OHMSA has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
 - iii. OHMSA has the right to perform the services required by this Agreement at any place or location.
 - iv. OHMSA will furnish all equipment and materials used to provide the services required by this Agreement.
 - v. OHMSA has the right to hire assistants or subcontractors, or to use employees to provide the services required by this Agreement.
 - vi. OHMSA or OHMSA's employees or contract personnel shall perform the services required by this Agreement; CITY shall not hire, supervise or pay any assistants to help OHMSA.

- vii. Neither OHMSA nor OHMSA's employees or contract personnel shall receive any training from CITY in the skills necessary to perform the services required by this Agreement.
 - viii. CITY shall not require OHMSA or OHMSA's employees or contract personnel to devote full time to performing the services required by this Agreement.
- b. OHMSA acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the OHMSA agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the OHMSA's status as an independent OHMSA. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, OHMSA agrees to indemnify and hold the CITY harmless from those costs, including attorney's fees.
- c. OHMSA shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- d. OHMSA, at its expense, shall obtain and keep in force any and all necessary licenses and permits. OHMSA shall obtain a business license per the Oak Harbor Municipal Code and shall pay business and occupation taxes as required.
- e. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- f. OHMSA understands that neither OHMSA nor OHMSA's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.
- g. The CITY shall not obtain workers' compensation insurance on behalf of OHMSA or OHMSA's employees.
- h. CITY shall make no state or federal unemployment compensation payments on behalf of OHMSA or OHMSA's employees or contract personnel. OHMSA will not be entitled to these benefits in connection with work performed under this Agreement.
- 6. Insurance.
 - a. Term. OHMSA 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 OHMSA, its agents, representatives, or employees.
 - b. No Limitation. OHMSA's maintenance of insurance as required by the Agreement shall not

be construed to limit the liability of OHMSA 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. OHMSA shall obtain insurance of the types and coverage described below:
 - 1. 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.
 - 2. 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 OHMSA'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 endorsement form CG 20 26.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the OHMSA's profession.
- d. Minimum Amounts of Insurance. OHMSA shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- e. Other Insurance Provision. OHMSA's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of OHMSA'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. OHMSA 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 Agreement before commencement of the work.

- h. Notice of Cancellation. OHMSA 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 OHMSA to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to OHMSA 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 OHMSA from the CITY.
 - j. Public Entity Full Availability of Consultant Limits. If OHMSA 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 OHMSA, irrespective of whether such limits maintained by OHMSA 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 OHMSA.
7. Indemnification. OHMSA 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 OHMSA in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, 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 OHMSA and the CITY, its officers, officials, employees, and volunteers, OHMSA's liability, including the duty and cost to defend, hereunder shall be only to the extent of OHMSA's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes OHMSA'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.

8. Non-discrimination.

OHMSA agrees to take all steps necessary to comply with all federal, state, and city laws and policies regarding non-discrimination and equal employment opportunities. OHMSA shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by OHMSA with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

9. Conflict of interest.

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by city ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. OHMSA shall comply with all federal, state, and city conflict of interest laws, statutes, and regulations. OHMSA represents that OHMSA presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of OHMSA's services and obligations hereunder. (OHMSA's scope of work described in Exhibit "A"). OHMSA further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

10. Records.

- a. OHMSA 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. OHMSA shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement.
- b. The parties agree that this Agreement and records related to the performance of the Agreement may be public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide OHMSA with a copy of the Records Request and OHMSA shall provide copies of any City records in OHMSA's possession, necessary to fulfill that Public Records Request.

11. Interpretation and Venue.

- a. Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- b. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- c. This Agreement constitutes the complete and final agreement of the parties, replaces, and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OAK HARBOR (CITY)

OAK HARBOR MAIN STREET
ASSOCIATION

Ronnie Wright, Mayor

Print Name: Margaret Livermore
Print Title: Interim Executive Director

Attested by:

Julie Nester, City Clerk

Approved as to form:

Hillary Evans, City Attorney

EXHIBIT "A"
SCOPE OF WORK

1. OHMSA will continue to strengthen and develop revitalization efforts as part of the Main Street approach to revitalization in the downtown business district in Oak Harbor.
2. OHMSA will use CITY contributions to pay for office and administrative expenses, as required by the Main Street Program. The duties of the OHMSA include the following:
 - a. Manage administrative aspects of the Main Street Program .
 - b. Develop, in conjunction with the Main Street Association Board, appropriate downtown revitalization strategies and coordinating of activities of program committees.
 - c. Develop and conduct, in conjunction with the Board and subcommittees of the Board, ongoing public awareness and education programs.
 - d. Encourage a cooperative climate, interfacing with all stakeholders and visitors.
 - e. Partner with community groups.
 - f. Serve as an advocate for downtown issues at the local and state level.
 - g. Continue to attend workshops, conferences, and training opportunities for professional growth.
 - h. Supervise any necessary temporary or permanent employees.
 - i. Maintain local program records and reports.
 - j. Prepare regular reports for the state Main Street Program and National Main Street Center.
 - k. Monitor the annual program budget and maintain financial records.
 - l. Provide annual presentation to the Oak Harbor City Council.
3. Pursuant to the terms in RCW 82.73 regulating Washington Main Street Program Tax Incentives and for the services provided above, the CITY will contribute to OHMSA up to _____ Dollars (\$_____) with a contract end date of December 31, 2026.
4. Under the Washington Main Street Program Tax Incentive (RCW 82.73) the State unilaterally opens contribution periods for qualified Organizations, officially designated a Washington Main Street Community. If the State opens two (2) contribution periods in 2026, then the CITY will contribute the following amounts:
 - a. First contribution period: up to \$_____, if there is a credit remaining.
 - b. Second contribution period: up to \$_____, if there is a credit remaining.
 - c. The first and second contribution periods and contribution amounts described in subsections (a) and (b) cannot be interchanged.

5. The CITY is not responsible for keeping track of the State's open contribution periods. It is OHMSA's responsibility to inform the CITY when the State's contribution period(s) are open.
6. Last year, the CITY pledged \$95,000, which resulted in a tax credit of \$71,250.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OAK HARBOR AND
OAK HARBOR MAIN STREET ASSOCIATION**

THIS AGREEMENT is made and entered into this 7th day of January, 2025, by and between the CITY OF OAK HARBOR, a municipal corporation ("CITY") and the OAK HARBOR MAIN STREET ASSOCIATION, a Washington 501(c)(3) non-profit corporation, ("OHMSA").

WHEREAS, the historic downtown business community in Oak Harbor has received the Main Street designation for downtown revitalization through the Washington State Department of Archeology and Historic Preservation ("DAHP"); and

WHEREAS, CITY participation in this program with the OHMSA is a recommended practice of the Main Street Program, which includes funding from the CITY to be used towards strengthening and further developing the OHMSA revitalization efforts; and

WHEREAS, in 2005, legislation was passed to create the "Main Street Tax Credit Incentive Program". Through the program, businesses are eligible to take a business and occupation ("B&O") tax credit equal to seventy-five percent (75%) of the amount given to OHMSA. An organization must submit an application with the Washington State Department of Revenue in order to become eligible for the tax credit. This tax credit program essentially redirects state tax dollars back to a local community that has the Main Street Program designation. Seventy-five percent (75%) of the CITY's contribution to OHMSA may be used against the CITY's own business and occupation tax ("B&O") and the public utility tax ("PUT") liability; and

WHEREAS, OHMSA is a 501(c)(3) nonprofit organization that has been officially designated a Washington Main Street Community; and

WHEREAS, the CITY's contributions to OHMSA will be made pursuant to the laws governing the "Main Street Tax Credit Incentive Program" codified in Chapter 82.73 RCW; and

WHEREAS, pursuant to WAC 25-50-040(3), to remain eligible for the tax credit incentive funding program, OHMSA must maintain a full time, paid executive director.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. Scope and Schedule of Work.

- a. OHMSA shall perform services as more particularly described in Exhibit "A", attached hereto and incorporated herein. OHMSA's proposal is attached as an exhibit, and if such proposal conflicts with the terms of this Agreement, this Agreement will govern.

Professional Services Agreement – Oak Harbor Main Street Association - 2025

Page 1 of 10

- b. All obligations and services of OHMSA undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- c. All work shall be satisfactorily completed on or before December 31, 2025. This Agreement may be extended upon the mutual written agreement of the parties.

2. Compensation and Payment.

- a. For the goods provided and services performed under this Agreement and pursuant to Ch. 82.73 RCW, the CITY shall contribute to OHMSA as described in Exhibit "A."
- b. The CITY will not:
 - i. withhold FICA (Social Security and Medicare taxes) from OHMSA's payments or make FICA payments on OHMSA's behalf since payment is a donation to a 501(c)(3) nonprofit -organization.
 - ii. make state or federal unemployment compensation contributions on OHMSA's behalf; or
 - iii. withhold federal income tax from OHMSA's payments.
- c. The CITY requires OHMSA to comply with all federal laws pertaining to filing of federal tax returns and state and federal employment reporting.
- d. The sum of all contributions to be paid under this Agreement shall be up to Ninety-five Thousand Dollars (\$95,000), as more thoroughly described in Exhibit "A." OHMSA shall verify that this amount has not been exceeded prior to incurring any costs under this Agreement.

3. Termination of Agreement.

- a. Either party may terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to the other party in writing.
- b. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

4. Contract Administration and Management.

- a. The City Administrator or designee for the CITY shall have primary responsibility for administering and approving services to be performed by OHMSA and shall coordinate all communications

between OHMSA and the CITY.

- b. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
 - c. Reporting and Inspection. OHMSA shall maintain accurate records of all transactions made pursuant to this Agreement. OHMSA, at such times and in such form as the CITY may require, shall furnish the CITY periodic reports pertaining to the work and services undertaken pursuant to this Agreement. OHMSA will make available to the CITY all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement. Upon request by the City, but not less than quarterly, OHMSA shall provide a written accounting of the funds received pursuant to 2(d) above which shall include the nature, purpose, and recipient of all such expenditures along with a detailed report of the same.
 - d. OHMSA shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - e. OHMSA shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.
 - f. OHMSA shall appoint and maintain a full time, paid Executive Director who shall be the main point of contact with the City. Said Executive Director shall be a salaried position.
5. Independent OHMSA Status.
- a. OHMSA is and shall be at all times during the term of this Agreement an independent organization, and not an employee of the CITY. OHMSA's employees or contract personnel are not CITY's employees. The OHMSA and CITY agree to the following rights, consistent with an independent OHMSA relationship:
 - i. OHMSA has the right to perform services for others during the term of this Agreement.
 - ii. OHMSA has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
 - iii. OHMSA has the right to perform the services required by this Agreement at any place or location.
 - iv. OHMSA will furnish all equipment and materials used to provide the services required by this Agreement.
 - v. OHMSA has the right to hire assistants or subcontractors, or to use employees to provide the services required by this Agreement.
 - vi. OHMSA or OHMSA's employees or contract personnel shall perform the

services required by this Agreement; CITY shall not hire, supervise or pay any assistants to help OHMSA.

vii. Neither OHMSA nor OHMSA's employees or contract personnel shall receive any training from CITY in the skills necessary to perform the services required by this Agreement.

viii. CITY shall not require OHMSA or OHMSA's employees or contract personnel to devote full time to performing the services required by this Agreement.

- b. OHMSA acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the OHMSA agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the OHMSA's status as an independent OHMSA. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, OHMSA agrees to hold the CITY harmless from those costs, including attorney's fees.
- c. OHMSA shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- d. OHMSA, at its expense, shall obtain and keep in force any and all necessary licenses and permits. OHMSA shall obtain a business license per the Oak Harbor Municipal Code and shall pay business and occupation taxes as required.
- e. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- f. OHMSA understands that neither OHMSA nor OHMSA's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.
- g. The CITY shall not obtain workers' compensation insurance on behalf of OHMSA or OHMSA's employees.
- h. CITY shall make no state or federal unemployment compensation payments on behalf of OHMSA or OHMSA's employees or contract personnel. OHMSA will not be entitled to these benefits in connection with work performed under this Agreement.

6. Insurance.

- a. Term. OHMSA 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 OHMSA, its agents, representatives, or employees.

- b. No Limitation. OHMSA's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of OHMSA 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. OHMSA shall obtain insurance of the types and coverage described below:
 - 1. 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.
 - 2. 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 OHMSA'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 endorsement form CG 20 26.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the OHMSA's profession.
- d. Minimum Amounts of Insurance. OHMSA shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- e. Other Insurance Provision. OHMSA's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of OHMSA'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. OHMSA 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 Agreement before commencement of the work.

- h. Notice of Cancellation. OHMSA 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 OHMSA to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to OHMSA 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 OHMSA from the CITY.
 - j. Public Entity Full Availability of Consultant Limits. If OHMSA 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 OHMSA, irrespective of whether such limits maintained by OHMSA 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 OHMSA.
7. Indemnification. OHMSA 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 OHMSA in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, 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 OHMSA and the CITY, its officers, officials, employees, and volunteers, OHMSA's liability, including the duty and cost to defend, hereunder shall be only to the extent of OHMSA's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes OHMSA'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.

8. Non-discrimination.

OHMSA agrees to take all steps necessary to comply with all federal, state, and city laws and policies regarding non-discrimination and equal employment opportunities. OHMSA shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by OHMSA with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

9. Conflict of interest.

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by city ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. OHMSA shall comply with all federal, state, and city conflict of interest laws, statutes, and regulations. OHMSA represents that OHMSA presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of OHMSA's services and obligations hereunder. (OHMSA's scope of work described in Exhibit "A"). OHMSA further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

10. Records.

- a. OHMSA 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. OHMSA shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement.
- b. The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide OHMSA with a copy of the Records Request and OHMSA shall provide copies of any City records in OHMSA's possession, necessary to fulfill that Public Records Request.

11. Interpretation and Venue.

- a. Washington law shall govern the interpretation of this Agreement. Island County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- b. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- c. This Agreement constitutes the complete and final agreement of the parties, replaces, and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OAK HARBOR (CITY)

OAK HARBOR MAIN STREET
ASSOCIATION



Ronnie Wright, Mayor

Print Name: _____
Print Title: _____

Attested by:



Julie Nester, City Clerk

Approved as to form:



Hillary Evans, City Attorney

EXHIBIT "A"
SCOPE OF WORK

1. OHMSA will continue to strengthen and develop revitalization efforts as part of the Main Street approach to revitalization in the downtown business district in Oak Harbor.
2. OHMSA will use CITY contributions to pay for office and administrative expenses, as required by the Main Street Program. The duties of the OHMSA include the following:
 - a. Manage administrative aspects of the Main Street Program.
 - b. Develop, in conjunction with the Main Street Association Board, appropriate downtown revitalization strategies and coordinating of activities of program committees.
 - c. Develop and conduct, in conjunction with the Board and subcommittees of the Board, ongoing public awareness and education programs.
 - d. Encourage a cooperative climate, interfacing with all stakeholders and visitors.
 - e. Partner with community groups.
 - f. Serve as an advocate for downtown issues at the local and state level.
 - g. Continue to attend workshops, conferences, and training opportunities for professional growth.
 - h. Supervise any necessary temporary or permanent employees.
 - i. Maintain local program records and reports.
 - j. Prepare regular reports for the state Main Street Program and National Main Street Center.
 - k. Monitor the annual program budget and maintain financial records.
 - l. Provide annual presentation to the Oak Harbor City Council.
3. Pursuant to the terms in RCW 82.73 regulating Washington Main Street Program Tax Incentives and for the services provided above, the CITY will contribute to OHMSA up to Ninety-Five Thousand Dollars (\$95,000) with a contract end date of December 31, 2025.
4. Under the Washington Main Street Program Tax Incentive (RCW 82.73) the State unilaterally opens contribution periods for qualified Organizations, officially designated a Washington Main Street Community. If the State opens two (2) contribution periods in 2025, then the CITY will contribute the following amounts:
 - a. First contribution period: up to \$60,000, if there is a credit remaining.
 - b. Second contribution period: up to \$35,000, if there is a credit remaining.
 - c. The first and second contribution periods and contribution amounts described in subsections (a) and (b) cannot be interchanged.
5. The CITY is not responsible for keeping track of the State's open contribution periods. It

is OHMSA 's responsibility to inform the CITY when the State's contribution period(s) are open.

6. Last year, the CITY pledged \$95,000, which resulted in a tax credit of \$71,250.

Subject: Oak Harbor Police Department Motorcycle Purchase
Submitted By: Tony Slowik, Chief of Police

RECOMMENDED ACTION

Motion authorizing City staff to purchase a 2022 BMW F850 GS-P police motorcycle in an amount not to exceed \$14,500.00.

BACKGROUND / SUMMARY INFORMATION

The Oak Harbor Police Department (OHPD) has owned or leased police motorcycles for over 25 years. Currently, the department has one 2008 Honda ST1300 which is near the end of its service life and due to be replaced in 2028. The request is to replace the motorcycle in 2026 by purchasing a used 2022 F850 GS-P motorcycle from the Nisqually Tribal Nation Police Department. The available motorcycle has about 650 miles on the odometer.

Advantages of the BMW include updated engine and braking technology. It is a lighter motorcycle with a lower center of gravity, which makes it easier to maneuver. The motorcycle is designed for on-road and off-road use.

LEGAL AUTHORITY

N/A

FISCAL IMPACT

Replacement funds are available in Fund 502.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. F850GS Authority Oak Harbor
2. Presentation: OHPD Motorcycle Purchase

Purchase Agreement



5100 Pacific Hwy, Ferndale WA 98248

866-411-8725 pacificnwmotorcycles.com

Salesperson Details

Name: Vincent Dixon Phone: 5416998820 Email: vincent.k.dixon@gmail.com

Buyer Information

N/U	Year	Make	Model	Stock #	VIN	Width
Used	2022	BMW	22FG	6F08213	WB10B1903N6F08213	3.03

Pricing Details

Manufacturer Base Price	\$13,000.00
Unit Subtotal	\$13,000.00
Document Fee	\$200.00
Tax	\$1,170.00
Net Selling Price	\$14,370.00
Amount Financed	\$14,370.00

Payment Options Matrix

Down	\$0.00	\$0.00	\$1,000.00
0 Term	(\$2,395.00)	(\$2,395.00)	(\$2,228.33)
0 Term	\$0.00	\$0.00	\$0.00
6 Term	\$2,395.00	\$2,395.00	\$2,228.33

Estimated APR

Customer

Date

Dealer Representative #1

Date

OAK HARBOR POLICE DEPARTMENT POLICE MOTORCYCLE PURCHASE



REQUEST TO PURCHASE

- The Oak Harbor Police Department (OHPD) has owned or leased police motorcycles for over 25 years.
- Currently, OHPD's 2008 Honda ST1300 motorcycle is nearing the end of its service life.
- A used 2022 BMW F850 GS-P motorcycle with 650 miles is available for purchase from the Nisqually Tribal Nation Police Department.
- The BMW includes updated engine and braking technology. It is lighter, has a lower center of gravity, and as a result is easier to maneuver. It is designed for both on-road and off-road use.

SUGGESTED MOTION

I move to authorize City staff to purchase a 2022 BMW F850 GS-P police motorcycle in an amount not to exceed \$14,500.00