



Council Chambers, 865 SE Barrington Drive

January 16, 2024

6:00 PM

CALL TO ORDER

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

Pledge of Allegiance - Led by Mayor Wright

Excuse Absent Councilmembers

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- a. Proclamations

- b. Honors & Recognitions
 - i. Oak Harbor Police Department Employee of the Year
 - ii. Police Sergeant Oath - Scott W. Johnson

- c. Community Presentations
 - i. Mr. Oak Harbor Royalty Committee Project Presentation

3. CITIZEN COMMENT PERIOD

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

4. CONSENT AGENDA

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

Consent Items

- a. Approval of Minutes: City Council Meeting of January 2, 2024
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Interlocal Agreement with Island County, WA for Law Enforcement Co-Responder Behavioral Health Program
- d. Interlocal Agreement: Whatcom County Northwest Minichain Agreement

- e. Whidbey Animals' Improvement Foundation (WAIF) Contract

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
- b. Councilmembers

6. PUBLIC HEARINGS & MEETINGS

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

- a. None

7. ORDINANCES & RESOLUTIONS

- a. None

8. CONTRACTS & AGREEMENTS

- a. Purchase Authorization-Water Distribution System for Windjammer Splash Park
- b. Change of Hearing Examiner and Approval of corresponding Professional Services Agreement
- c. Teamsters Collective Bargaining Agreement (CBA) for the Oak Harbor Marina, Parks, and Public Works

9. OTHER ITEMS FOR CONSIDERATION

- a. 2024 Legislative Session Member Requested Local Community Projects

10. REPORTS & DISCUSSION ITEMS

- a. County Wide Planning Policies Update

11. EXECUTIVE SESSION

- a. Executive Session per RCW 42.30.110 (1) (i) To discuss with legal counsel litigation or potential litigation.

ADJOURN

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

Bill No. 2.b.i.
Date: January 16, 2024
Subject: Oak Harbor Police Department
Employee of the Year

FROM: Police Department

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

No action is required from the Council.

BACKGROUND / SUMMARY INFORMATION

Police Chief Slowik will announce the OHPD Employee of the Year.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

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

Bill No. 2.b.ii.
Date: January 16, 2024
Subject: Police Sergeant Oath - Scott W.
Johnson

FROM: Police Chief Tony Slowik

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Police Chief Slowik will administer the Oath to Police Sergeant Scott W. Johnson. No action is required by the City Council.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. 2.c.i.
Date: January 16, 2024
Subject: Mr. Oak Harbor Royalty
Committee Project Presentation

FROM: Mr. Oak Harbor Royalty Committee

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

This is a community presentation with no action required by the City Council.

BACKGROUND / SUMMARY INFORMATION

The Mr. Oak Harbor Royalty Committee will provide a presentation to the City Council regarding their service projects and activities within the community.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Mr Oak Harbor Royalty City Council Presentation](#)

Miss Oak Harbor dba



A 501(c)(3) nonprofit organization

EIN #85-1091323

2023 Mr. Oak Harbor Royalty



KA'IMI
NERO

NOLAN
SALTSTALL

LUCAS
SMITH

LOGAN
HENDRICKS

BODEN
GAGNON

BRIAN
GOODMAN

Mr. Oak Harbor Grades 11 & 12

Teen Mr. Oak Harbor Grades 9 & 10

Laura Houck
PHOTOGRAPHY

2023

Mr. Oak Harbor Royalty
Service Project:

City of Oak Harbor
Community Rec Center



Community Rec Center Benefits

SOCIAL INTERACTION

- ❑ Foster community engagement
- ❑ Build social bonds
- ❑ Promote social cohesion



SOCIAL INTERACTION

Among Teens

According to the *Excellence in Education Journal* study:

Participation in Extracurriculars leads to:

- Increased enjoyment of school
- Increased school pride
- Increased academic performance

- A vibrant community is a well-connected community
- Social interaction among teens is crucial for mental health



Community Rec Center Benefits

Youth Development:

- Develop leadership skills
- Develop positive habits
- Improve self-esteem

- 69% increase in work completion
- 1 in 2 students improve math and reading scores
- 62% improve behavior in class

The Community Rec Center Fits the Community

Feasibility report will decide on facilities by:

- Surveys**
- Demographic studies**
- Building Requirements**

Provo Rec Center has:

- Water park**
- Fitness mezzanine**
- Basketball courts**



Community Rec Center Benefits

POSITIVE ECONOMIC IMPACT:

- ❑ Drive participants to local businesses
- ❑ Visitor spending
- ❑ Increased property values

Economic Impact at a Glance

- ❑ A report by NRPA found that Rec Centers were a positive influence on the economy
- ❑ 1.1 million jobs
- ❑ 201 billion in economic activity

JOB CREATION



Crime Prevention

- Provide positive activities
- After-school programs
- Reduce drug use

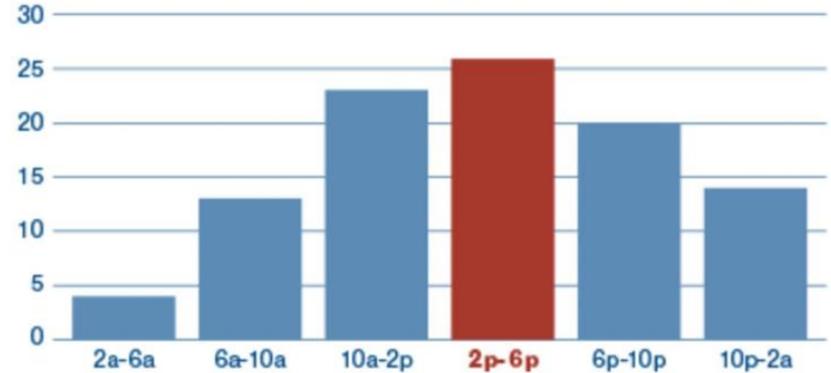


Crime Prevention

Participating Students

- ❑ 49% less likely to use drugs
- ❑ 27% less likely to be arrested
- ❑ 21% decrease in recidivism
- ❑ 47% decrease in violent crimes

Juvenile Crime by Time of Day



Senior Falls

- ❑ Median age in Oak Harbor is 17% higher than median of WA
- ❑ Senior falls were the main cause of ER visits at Whidbey Health in 2021-2022
- ❑ 1607 ER visits due to senior falls by Island County Residents 2021-2022

Senior falls lead to increase risk in

- ❑ Muscle weakness
- ❑ Reduced physical fitness
- ❑ Impaired control of balance
- ❑ Chronic or acute illness
- ❑ Physical disability
- ❑ Cognitive impairment
- ❑ Depression

Senior Falls

Reduce risk by

- Gait training
- Lower extremity exercises
 - Flexibility
 - Stability
 - Strength training
- Lower extremity exercise reduces senior fall rate by 34%



Older Adult Falls In Island County

Injury and death from falls is a significant concerns for older adults living in Island County

Residents 65+ Years Old (2020)



Data Source: United States Census Bureau (2020)

OUR ASK

Fund a comprehensive feasibility study aimed at assessing the viability and potential impact of establishing a state-of-the-art Community Recreation Center in our vibrant town. The likely cost for this crucial initiative is \$100,000, which would cover a thorough evaluation of the economic factors, community needs, and logistical aspects involved in bringing this community recreational facility to fruition.

Questions?

Contact Information:

River Powers, Whidbey Royalty Pageant Director & Royalty Director | **360-929-2097**

MissOakHarbor.com | MissOakHarborInfo@gmail.com



Thank you
for the
opportunity
to share
about
Whidbey Royalty
and the **2023**
Mr. Oak Harbor
service project

Bibliography

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VCBO Architecture LLC. *Provo Recreation Center Feasibility Study*.

"Why are Recreation Centers Important to the Community?" *ABC Trainerize*, 27 June 2023, <https://www.trainerize.com/blog/why-recreation-centers-are-important-to-community/>. Accessed 6 January 2024.

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

Bill No. 4.a.
Date: January 16, 2024
Subject: Approval of Minutes: City
Council Meeting of January 2,
2024

FROM: Julie Nester, City Clerk

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approval of Minutes: City Council meeting of January 2, 2024.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Minutes of January 2, 2024](#)

Oak Harbor City Council
Regular Meeting Minutes
January 2, 2024

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

OATHS OF OFFICE

Judge William Hawkins administered the Oath of Office to Mayor Ronnie Wright. Judge Christon Skinner administered the Oath of Office to Councilmember Tara Hizon, Position 1. Judge William Hawkins also administered the Oath of Office to Councilmember Christopher Wiegenstein, Position 2, and Councilmember Eric Marshall, Position 3.

PASSING OF THE GAVEL

Former Mayor Bob Severns noted it had been his distinct honor and pleasure to serve as Mayor. He presented Mayor Wright with a personalized gavel.

CALL TO ORDER

Mayor Wright called the meeting to order at 6:12 p.m. He thanked all in attendance and noted it was his honor to serve, and to look forward to a great year for the City of Oak Harbor.

Invocation – Chaplain David Lura, Navy League

Pledge of Allegiance – Led by Councilmember Jim Woessner

ROLL CALL

City Council Present:

Mayor Ronnie Wright
Mayor Pro Tem Tara Hizon
Councilmember Jim Woessner
Councilmember Bryan Stucky
Councilmember Shane Hoffmire
Councilmember Eric Marshall
Councilmember Christopher Wiegenstein
Councilmember Barbara Armes

Staff Present/Videoconference

City Administrator Blaine Oborn
Deputy City Admin. & Finance Director David Goldman
Public Works Director Steve Schuller
Development Services Director David Kuhl
Parks and Recreation Director Brian Smith
City Engineer Alex Warner
Fire Chief Ray Merrill
Police Chief Tony Slowik
Det. Sargeant Jen Gravel
Economic Development Coordinator Steve McCaslin
Building Official Ginger Pennington
Police Senior Administrative Assistant Meg Massey
WWTP Supervisor Jack Robinson
Project Manager Brett Arvidson
Central Services Manager Sandra Place
Finance Manager Chas Webster
Recreation Manager Liz Lange
Grants Administrator Wendy Horn
Executive Services Administrator Sabrina Combs
Executive Assistant Macalle Finkle
City Clerk Julie Nester

Also present were members of the Oak Harbor Police Department and many citizens

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

EXCUSE ABSENT COUNCILMEMBERS

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

1. APPROVAL OF AGENDA

Mayor Wright requested any changes to the agenda. Hearing none, the agenda was approved as presented.

2. PRESENTATIONS

a. Proclamations –

- i. Proclaiming January 2024 as National Blood Donor Month.

Mayor Pro Tem Hizon read the proclamation on behalf of Mayor Wright and the Council.

b. Honors & Recognitions

- i. Police Chief Oath – Anthony Slowik

Mayor Wright noted Chief Slowik was unanimously approved as Police Chief at the December 19, 2023 Council meeting while he was away on vacation, and that it was his pleasure to administer his Oath.

Chief Slowik thanked Mayor Wright, former Mayor Severns for their trust and the City Council for their support. He thanked his wife and daughters, and his mentors, namely Chief Kevin Dresker and Chief John Dyer. Chief Slowik noted the Oak Harbor Police Department is both passionate and professional with a love for and pride in the community they do their best to serve.

c. Community Presentations - None

3. CITIZEN COMMENT PERIOD

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

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

The City received one new public comment since the last regular meeting.

Former Chamber of Commerce Executive Director Vicki Graham, wrote congratulating Mayor Wright. The comment was displayed on screen.

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

1. Mary Elizabeth Hinds recited a poem titled “This Moment” and wished Mayor Wright and the Council well.

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

4. CONSENT AGENDA

Consent Items

- a. Approval of Minutes: Council Meeting of December 19, 2023
- b. Approval of Payroll and Accounts Payable Vouchers
- c. Purchase Authorization: Godwin Pump Replacement
- d. Resolution 24-01: Purchase Authorization – Sole Source Washer Compactor for the Clean Water Facility
- e. Resolution 24-03: Amending the Effective Date for Resolution 23-15: Master Fee Schedule

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

5. MAYOR, COUNCIL & STAFF COMMENTS

- a. Mayor
 - i. Councilmember Service to Boards, Committees, and Commissions

Mayor Wright presented his appointments for City Councilmembers to internal and external Boards, Committees and Commissions.

Councilmember Stucky and Mayor Pro Tem Hizon provided their respective questions and comments. Mayor Wright confirmed no comments had been received from the public.

Motion: Councilmember Wiegenstein moved to approve the appointments of City Councilmembers service to boards, committee, and commissions for 2024 as presented. The motion was seconded by Councilmember Hoffmire and passed unanimously.

Mayor Wright also provided the following comments:

- Service by the Public on Advisory Boards and Commissions: With the Council’s recent expansion of the Parks and Recreation and Marina Advisory Commissions, there are several new positions to fill starting in January. There are also vacancies on the Historic Preservation, Civil Service and Salary Commissions. Please visit the City’s website for details.
- Welcome to our newest Police Officer: Detective Sergeant Gravel and Sergeant Andreano attended the recent graduation of our newest officer, Officer Rafferty from the Washington State Criminal Justice Training Commission. Watch for him after the holidays as he starts field training.
- Marina Dredging Open House: The City will hold an open house at City Hall on January 11th from 5-7 p.m. to provide information on dredging at the Marina.

- January 16, 2024 Council Meeting: At the next Council meeting we will swear in Police Sergeant Scott Johnson.
- WSF Public Meeting: A reminder – The Washington State Ferries are hosting two upcoming virtual community meetings designed to provide updates about the ferry system. The meetings will be held Wednesday, Jan. 17 at 12:30 p.m., and Thursday, Jan. 18 at 6 p.m. Advance registration is required to attend. See the links provided on screen.

b. Councilmembers

i. Selection of Mayor Pro Tempore

Mayor Wright noted traditionally, the City Council has selected a Mayor Pro Tempore at the first meeting of even numbered years. Councilmember Tara Hizon has served as Mayor Pro Tempore since August 5, 2022. He turned to the Council for any nominations of themselves or others.

Motion: Councilmember Woessner nominated Councilmember Hizon, seconded by Councilmember Hoffmire. The vote on the motion passed unanimously.

ii. Additional Council Comments:

Councilmember Hoffmire congratulated Mayor Wright on his election as Mayor.

6. PUBLIC HEARINGS & MEETINGS

None.

7. ORDINANCES & RESOLUTIONS

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

Parks and Recreation Director Brian Smith reviewed the grant program which focuses on:

- Improvements, enhancements & increases to urban forests and tree canopy,
- To increase & improve public engagement with urban forests
- To address social & environmental disparities in disadvantaged neighborhoods

The Parks and Recreation Department is proposing three distinct projects utilizing the \$1.68 million grant the City has already received. The projects are:

- Harbor Heights
- Freund Marsh
- Hal Ramaley Food Forest

Director Smith also noted City partnerships, including Whidbey Island Conservation District, Imagine A Permaculture World. Oak Harbor Garden Club, Oak Harbor School District, and the Oak Harbor Garry Oak Society.

The grant request is for \$93,500 for the three projects, plus 10% indirect for administrative costs of \$9,350, for a total request of \$102,850. No matching funds are required. The grant application is due January 8, 2024.

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

Councilmembers Armes, Woessner, Stucky, and Wiegenstein provided their respective questions and comments.

Motion: Councilmember Woessner moved to approve Resolution 24-02, authorizing the Mayor to sign the Washington State DNR grant application for the Community Forestry Assistance Program. Seconded by Councilmember Marshall. The vote on the motion carried unanimously.

8. CONTRACTS & AGREEMENTS

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

City Administrator Oborn reviewed the Interlocal Agreement. The Rural County Economic Development Infrastructure Investment fund is administered by Island County. The funds are used to improve the economy of Island County by creating and retaining ongoing private sector jobs. To achieve this, the program offers grants to local governments with qualifying proposals to assist in financing the cost of public facilities that will assist businesses in creating and retaining jobs.

The City applied for a grant from the RCED fund to offset the cost of dredging the Marina. The County awarded the project \$1,000,000. The agreement outlines the purpose of the grant, the timeline for use and other requirements under the program.

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

There were no questions or comments from the Council.

Motion: Councilmember Hoffmire moved to authorize the Mayor to sign the Island County Rural County Economic Development Infrastructure Investment Interlocal Agreement for the City's Marina Dredging Project. The motion was seconded by Councilmember Woessner and passed unanimously.

9. OTHER ITEMS FOR CONSIDERATION

None.

10. REPORTS & DISCUSSION ITEMS

None.

11. EXECUTIVE SESSION

None.

Adjourn

Motion: There being no further business, Mayor Wright called for a motion to adjourn. Councilmember Woessner moved to adjourn, seconded by Mayor Pro Tem Hizon. The motion was approved by a unanimous vote, therefore the meeting adjourned at 6:52 p.m.

Certified by Julie Nester, City Clerk

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

Bill No. 4.b.
Date: January 16, 2024
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Accounting - Accounts Payable, and Human Resources - Payroll

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Approval of 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

Payroll

January 11, 2024

Semi

Direct Deposit: #66892-67038 \$354,415.29

Checks #103244-103251 \$100,161.28

EFT #: 1689-12692 \$130,727.93

\$585,304.50

Accounting

January 9, 2024 - Voucher List 13a 2of2

Check #195238 in the amount of \$43.28

January 8, 2024 - Voucher List 13a

Checks #195237, and 195240-195266 totaling \$143,210.65

January 8, 2024 - Voucher List 1a

Check #195239 in the amount of \$1,374,195.00

December 29, 2023 - Voucher List 12d

Checks #195206-195236 totaling \$234,398.38

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Voucher List 13a 2of2](#)
2. [Voucher List 13a](#)
3. [Voucher List 1a](#)
4. [Voucher List 12d](#)

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
195238	1/4/2024	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	01/04/2024		4TH QTR 2023 LABOR AND INDUSTRIE	43.28	
Total :						43.28	
1 Vouchers for bank code :		bank				Bank total :	43.28
1 Vouchers in this report					Total vouchers :	43.28	

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195237	1/3/2024	0000930 USPS FEE RENEWALS	122223		BULK MAIL ACCT FUNDS/PERMIT #29	400.00
					Total :	400.00
195240	1/8/2024	0011147 BLEDSOE, HOWARD	62813066		HB REFUND - WOODLAND ZOO & POR	1,110.00
					Total :	1,110.00
195241	1/8/2024	0011275 CENTER MASS, INC.	408		SWAT INSIGNIA	2,726.99
					Total :	2,726.99
195242	1/8/2024	0011274 DYNAMIX AGITATORS INC	PROF76027		GMX IND PAINT AGITATOR - STREET DI	3,845.59
					Total :	3,845.59
195243	1/8/2024	0010573 GOBLE SAMPSON ASSOCIATES, INC	BINV0010898 BINV0010944 BINV0010952		BORG 01 - 13 (10698) BORG 01 - 13 (10698) BORG 01 (CWF1375)	8,029.20 24,003.03 1,961.03
					Total :	33,993.26
195244	1/8/2024	0000415 ISLAND DISPOSAL	7863533S144		RECYCLING CHARGES - DECEMBER	18,239.18
					Total :	18,239.18
195245	1/8/2024	0007282 KELLEY CONNECT	5220616 5220617		LEASE PAYMENT 020-0105359-001 LEASE PAYMENT 020-0105359-002	187.16 367.69
					Total :	554.85
195246	1/8/2024	0010784 LAFOND, CAROLE	62813239		CL REFUND - OVERNIGHT PORTLAND	505.00
					Total :	505.00
195247	1/8/2024	0007406 LAW ENFORCEMENT SEMINARS, LLC	2026813		SEXUAL ASSAULT INVESTIGATION~	1,275.00
					Total :	1,275.00
195248	1/8/2024	0000221 LN CURTIS & SONS	INV763673-A		WEB PANTS	68.66
					Total :	68.66
195249	1/8/2024	0000515 LOGGERS & CONTRACTORS, INC	81888		HOSE 3/4" & 1" 40000 PSI	2,450.18
					Total :	2,450.18
195250	1/8/2024	0011276 LOVE, KATHY	62813302		KL REFUND - OVERNIGHT PORTLAND	415.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195250	1/8/2024	0011276 LOVE, KATHY	(Continued) 62813348		JL REFUND - OVERNIGHT PORTLAND (415.00
					Total :	830.00
195251	1/8/2024	0008533 NATIONAL TACTICAL OFFICERS ASC	9506		2024 REGISTRATION FEES	834.00
					Total :	834.00
195252	1/8/2024	0005551 PAPE MACHINERY EXCHANGE	14916792 14916805		PM42W7 SWIVEL PM42W7 SWIVEL	19.58 22.60
					Total :	42.18
195253	1/8/2024	0005511 POTTER, HENRIETTA	62813113		HP REFUND - LANTERNS AT WOODLAN	140.00
					Total :	140.00
195254	1/8/2024	0000743 PUGET SOUND ENERGY	200002036917 200003131170 200007268135 200010549943 220002247165 220025981998 300000007421		ELECTRICITY/BTWN BAYSHORE DR ELECTRICITY/WELL #7 ELECTRICITY/SW ERIE ST SW BARR ELECTRICITY/WELL #6 ELECTRICITY/SW FAIRWAY POINT D ELECTRICITY/FT NUGENT RD & SW DC ELECTRICITY/STREET LIGHTS	87.23 16.92 219.47 16.92 9.97 35.90 11,917.56
					Total :	12,303.97
195255	1/8/2024	0002729 QUADIENT LEASING USA, INC	Q1111223		LEASE PAYMENT N19111291	868.41
					Total :	868.41
195256	1/8/2024	0005728 ROTARY CLUB OF OAK HARBOR	122023		WINDMILL ANALYSIS - LTAC AWARD	25,000.00
					Total :	25,000.00
195257	1/8/2024	0000964 SHERIFFS & POLICE CHIEFS, WASHINGTON	INV031573		SLOWIK - CONFERENCE REGISTRATIC	375.00
					Total :	375.00
195258	1/8/2024	0000822 SHRED-IT USA, INC	8005760804		SHREDDING SVCS - CITY HALL 100016	267.86
					Total :	267.86
195259	1/8/2024	0004203 SRV CONSTRUCTION, INC	FIN121923SRV		REIMBURSE BAL - HYDRANT DEPOSIT	612.55
					Total :	612.55

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
195260	1/8/2024	0011042 TOOLE DESIGN GROUP, LLC	SEA.00121_09		OAK HARBOR ACTIVE TRANS. PLAN~	17,373.34	
Total :						17,373.34	
195261	1/8/2024	0006331 ULINE	171173744 171177940		MARKING PAINT (GREEN) GEAR LOCKER W/ DOOR	136.99 6,851.23	
Total :						6,988.22	
195262	1/8/2024	0000940 UNIVAR USA, INC	51639737		CAUSTIC SODA 25% BULK	8,168.11	
Total :						8,168.11	
195263	1/8/2024	0010970 VOGEL, GAIL	62813146		GV REFUND - LANTERNS AT WOODLAN	140.00	
Total :						140.00	
195264	1/8/2024	0009952 VORWERK, PEGGY	62813178		PW REFUND - OVERNIGHT PORTLAND	645.00	
Total :						645.00	
195265	1/8/2024	0000355 ZIPLY FIBER	360-279-9874 360-679-1651		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	132.31 73.85	
Total :						206.16	
195266	1/8/2024	0001068 ZUMAR INDUSTRIES, INC	45916		SIGNS - PARKING/SR CENTER	3,247.14	
Total :						3,247.14	
28 Vouchers for bank code :					bank	Bank total :	143,210.65
28 Vouchers in this report						Total vouchers :	143,210.65

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195239	1/8/2024	0001639 WASHINGTON CITIES INSURANCE	200147		LIABILITY &/OR PROG. ASSESSMENT 2	1,374,195.00
					Total :	1,374,195.00
					1 Vouchers for bank code : bank	Bank total : 1,374,195.00
					1 Vouchers in this report	Total vouchers : 1,374,195.00

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195206	12/27/2023	0000396 I-COM	Q1 2024-08		1ST QTR 2024 USER FEES	122,187.14
					Total :	122,187.14
195207	12/29/2023	0009090 AMAZON CAPITAL SERVICES, INC	1Q37-H4VM-6QW4 1V1C-PVHN-6VCP		LOGITECH WIRELESS KEYBOARD & M VEESUN DESK ORGANIZER	21.79 26.13
					Total :	47.92
195208	12/29/2023	0010698 BARRERA, LIFLOR	12212023		COUNTINUING EDUCATION	2,625.00
					Total :	2,625.00
195209	12/29/2023	0000150 CASCADE NATURAL GAS	27891142880		NATURAL GAS	6,389.67
					Total :	6,389.67
195210	12/29/2023	0005773 COMCAST	2305-0288-ROW		PERMIT - CURB CUT	268.00
					Total :	268.00
195211	12/29/2023	0009091 CROUCHER, DUSTIN	12112023		BOOT ALLOWANCE	200.00
					Total :	200.00
195212	12/29/2023	0010638 CYEMPTIVE TECHNOLOGIES, INC	ATG-48356 ATG-48382 ATG-48385		IT MANAGED CARE SERVICES MONTHLY BILLING FOR DECECEMBER CPF'S FOR CITY HALL & CWF	16,066.60 457.80 400.00
					Total :	16,924.40
195213	12/29/2023	0006276 EXPRESS SERVICES, INC	30044598 30044599		ADMIN ASSISTANT (JW) ADMIN ASSISTANT (JW)	481.70 -198.40
					Total :	283.30
195214	12/29/2023	0002940 GRAY & OSBORNE, INC	16 2		2022 WATER MAIN IMPROVEMENTS AULT FIELD ELECTRICAL UPGRADE	1,288.06 3,211.04
					Total :	4,499.10
195215	12/29/2023	0000345 GREATER OAK HBR CHAMBER OF COM	30503		VISITOR CENTER OPERATIONS GRAN	9,208.37
					Total :	9,208.37
195216	12/29/2023	0010984 GUY BROWN LLC	3554686690		BRANCH CASH FWD BAG	23.11

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195216	12/29/2023	0010984 0010984 GUY BROWN LLC			(Continued)	Total : 23.11
195217	12/29/2023	0011270 I-BLASON, LLC	Inv13928		IPHONE XR 6.1 ARMORBOX	99.00
						Total : 99.00
195218	12/29/2023	0000401 ISLAND COUNTY AUDITOR	B0038523		NOVEMBER GENERAL ELECTION	10,035.42
						Total : 10,035.42
195219	12/29/2023	0000411 ISLAND COUNTY TREASURER	11152023 11302023		CRIME VICTIM ASSISTANCE FUNDS - C CRIME VICTIM ASSISTANCE FUNDS - C	14.58 20.22
						Total : 34.80
195220	12/29/2023	0005445 ISLAND DEFENSE, PLLC	116		PUBLIC DEFENSE CONTRACT NOV 202	7,700.00
						Total : 7,700.00
195221	12/29/2023	0000889 LANGUAGE EXCHANGE	428738 429010 429573 429631 429763 430201 430408 430648 430714 430867 431026		INTERPRETER SERVICE - VIETNAMESE INTERPRETER SERVICE - SPANISH INTERPRETER SERVICE- RUSSIAN INTERPRETER SERVICE - TAGALOG INTERPRETER SERVICE- SPANISH INTERPRETER SERVICE - SPANISH INTERPRETER SERVICE - SPANISH INTERPRETER SERVICE - SPANISH INTERPRETER SERVICE - SPANISH & C INTERPRETER SERVICE - SPANISH INTERPRETER SERVICE - SPANISH/TAI	276.00 270.00 552.00 828.00 405.00 292.50 180.00 180.00 2,902.50 360.00 1,143.00
						Total : 7,389.00
195222	12/29/2023	0000979 LES SCHWAB	41400694989		RETREAD TIRES DISMOUNT/MOUNT	2,137.58
						Total : 2,137.58
195223	12/29/2023	0000629 NORTH COAST ELECTRIC COMPANY	S013030391.001 S013031634.001		CONTROL LOGIX 16 & 32 PT CONTROL LOGIX 8 & 32 PT	3,357.53 3,768.61
						Total : 7,126.14
195224	12/29/2023	0000672 OAK HARBOR ACE	359237		PADLOCK RESET CMBNTN 2"	27.24
						Total : 27.24

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195225	12/29/2023	0006743 OAK HARBOR ELKS LODGE	819191		ALL HANDS STAFF LUNCHEON	2,707.56
Total :						2,707.56
195226	12/29/2023	0004780 OVERTON SAFETY TRAINING, INC	23-1819		SAFETY TRAINING - CONFINED SPACE	3,400.00
Total :						3,400.00
195227	12/29/2023	0000721 PLACE, GEORGE	12262023		BOOT ALLOWANCE	200.00
Total :						200.00
195228	12/29/2023	0007877 POLLOCK, JONATHAN	12262023		BOOT ALLOWANCE	200.00
Total :						200.00
195229	12/29/2023	0000743 PUGET SOUND ENERGY	200002036164		ELECTRICITY/30505 ST ROUTE	106.88
			200002037097		ELECTRICITY/2000 SCENIC HEIGHTS	14.58
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH'	151.07
			200002511539		ELECTRICITY/2075 SW FORT NUGENT	11.96
			200003459654		ELECTRICITY/1957 FORT NUGENT	395.69
			200005643446		ELECTRICITY/NEIL PK & HOLLAND	45.54
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	96.98
			200010499446		ELECTRICITY/1661 NE 16TH AVE S	23.08
			200014366534		ELECTRICITY/700 AV W & 80 NW	117.69
			200015399153		ELECTRICITY/1678 SW 8TH AVE	11.33
			200017654415		ELECTRICITY/1000 SW THORNBERRY	296.35
			220033300553		ELECTRICITY/1250 SW SWANTOWN	7.94
			300000009906		ELECTRICITY/PARKS	377.79
			300000010458		ELECTRICITY/STREET LIGHTS/XMAS	170.78
			300000010516		ELECTRICITY/400 & 900 SE MIDWAY	125.05
Total :						1,952.71
195230	12/29/2023	0008395 SHELLEY, JR, TIM	20231205		ON SITE SERVICES - NOVEMBER	667.43
Total :						667.43
195231	12/29/2023	0000843 SOLID WASTE SYSTEMS, INC	0162802-IN		SWS STOCK - SWITCH PANEL 6 BUTTC	494.52
Total :						494.52
195232	12/29/2023	0001053 TREASURER, WASHINGTON STATE	11152023		STATE PORTION OF COURT FEES	1,398.34
			11302023		STATE PORTION OF COURT FEES	1,648.70
			NOVEMBER		STATE BUILDING CODE FEES	19.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195232	12/29/2023	0001053	0001053 TREASURER, WASHINGTON STATE	(Continued)		Total : 3,066.54
195233	12/29/2023	0001039	WESTERN TRUCK CENTER	026P44404C 026P50397	CR - DUP PMT W/ CK193583 VALVE, TRUCK PARKING PP5	-35.82 137.49 Total : 101.67
195234	12/29/2023	0001061	XEROX CORPORATION	020259459	COPIER RENTAL - C8170H	298.86 Total : 298.86
195235	12/29/2023	0010723	ZACHOR, STOCK & KREPPS INC	23-OAK-0011 23-OAK-0012 23-OAK-PBK	PROSECUTION SERVICES RENDERED PROSECUTION SERVICES RENDERED PROSECUTION SERVICES - PBK TRAIN	10,920.00 10,920.00 1,900.82 Total : 23,740.82
195236	12/29/2023	0000355	ZIPLY FIBER	360-675-0263	CURRENT PHONE CHARGES	363.08 Total : 363.08
31 Vouchers for bank code : bank						Bank total : 234,398.38
31 Vouchers in this report						Total vouchers : 234,398.38

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

Bill No. 4.c.
Date: January 16, 2024
Subject: Interlocal Agreement with
Island County, WA for Law
Enforcement Co-Responder
Behavioral Health Program

FROM: Tony Slowik; Police Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the Interlocal Agreement with Island County, WA for the Law Enforcement Co-Responder Behavioral Health Program.

BACKGROUND / SUMMARY INFORMATION

This agreement provides mutual aid and cooperation in allowing both the City and the County to join together to have a mental health professional co-respond with the city's police force to provide an alternative police response for those people in need of behavioral health services with the city of Oak Harbor.

The co-responding mental health professional will provides assistance with police response to people with mental health, substance use, behavioral, housing, veteran, and financial needs. The goal is to reduce repeated contacts by law enforcement, reduce incarceration rates, and reduce emergency services usage.

OHPD will provides office space, some equipment and collaboration with OHPD Officers. This contract includes the ability for the metal health professional to utilize City-owned vehicles when necessary as determined by the City. Additionally, the contract requires the County to provide automobile liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident while using a City vehicle.

LEGAL AUTHORITY

FISCAL IMPACT

None.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT
Original contract approved by City Council July 22, 2022.

ATTACHMENTS

1. [Law Enforcement Co-Responder Behavior Health Program Interlocal Agreement](#)

Contractor: City of Oak Harbor
Project: Law Enforcement Embedded
Behavioral Health Program
Contract No.: RM-HS-2022-

**INTERLOCAL AGREEMENT
CITY OF OAK HARBOR, WASHINGTON AND ISLAND COUNTY, WASHINGTON
FOR LAW ENFORCEMENT CO-RESPONDER BEHAVIORAL HEALTH PROGRAM**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2023, by and between Island County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the "County") and the City of Oak Harbor, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Island County, Washington, (the "City").

WHEREAS, the County desires to provide Law Enforcement Co-Responder Behavioral Health services to the City; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for Interlocal cooperation between government agencies;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

- A. Purpose. The purpose of this agreement is to establish mutual aid and cooperation in allowing both the City and the County to join together to have a mental health professional co-respond with the city's police force to provide an alternative police response for those people in need of behavioral health services within the city of Oak Harbor. The co-responding mental health professional will provide assistance with police response to people with mental health, substance use, behavioral, housing, veteran, and financial needs. The goal is to reduce repeated contacts by law enforcement, reduce incarceration rates, and reduce emergency services usage.
- B. Responsibilities of Oak Harbor. The city shall have the following duties and responsibilities under this Agreement:
 - a. Access to workstation within Oak Harbor Police Department
 - b. Training for the co-responding mental health professional as appropriate and available
 - c. OHPD Identification
 - d. Use of facilities, i.e., phones, furniture, copy machines, fax, etc.
 - e. Provide a City-owned vehicle when necessary as determined by the City
- C. Responsibilities of Island County. The County shall have the following duties and responsibilities under this Agreement:
 - a. One Mental Health Professional to co-respond with the Oak Harbor Police Department. The Professional shall be an employee of the County. Any and all employment related responsibilities shall be that of Island County, including but not limited to payment of wages and taxes and provision of employment related benefits.
 - b. Supervision and training for the co-responding mental health professional
 - c. Evaluation of the program with an initial report to be completed after one year to be provided to the city.
 - d. Island County Identification
 - e. Use of facilities, i.e., phones, furniture, copy machines, fax, etc.

Contractor: City of Oak Harbor
Project: Law Enforcement Embedded
Behavioral Health Program
Contract No.: RM-HS-2022-

- f. Other equipment as deemed necessary by Island County
- D. Representations and Warranties.
- a. The City represents and warrants to the County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
 - b. The County represents and warrants to the City that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- E. Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
- a. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
 - b. Each party reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of each party's indemnity obligations under this Agreement.
 - c. 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.
- F. Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.
- G. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
- H. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Contractor: City of Oak Harbor
 Project: Law Enforcement Embedded Behavioral Health Program
 Contract No.: RM-HS-2022-

- I. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- J. Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. Island County is designated as the Administrator of this Agreement.
- K. Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
- L. Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place. For purposes of this Agreement, "insurance" has the same meaning as any coverage provided by a party's risk pool.
 - a. It is specifically acknowledged that the County is required to provide Automobile Liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident for the co-responding mental health professional's use of a City vehicle.
 - b. Any negligent use of a City vehicle by the co-responding mental health professional is the County's liability responsibility.
- M. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
- N. Litigation. In the event that any suit or action is instituted by either party to enforce compliance with or interpretation of any terms, covenants, or conditions of this Agreement, prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Island County, Washington.
- O. Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Island County:	To City of Oak Harbor:
Lynda Austin	Tony Slowik
Island County Human Services	Oak Harbor Police Department
PO Box 5000	860 SE Barrington Drive
Coupeville WA 98239	Oak Harbor, WA 98277

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

Contractor: City of Oak Harbor
Project: Law Enforcement Embedded
Behavioral Health Program
Contract No.: RM-HS-2022-

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

By: 
Michael Jones

Date: 12/11/23

City of Oak Harbor

By: _____
Mayor

Date: _____

Attest:

City Clerk

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

Bill No. 4.d.
Date: January 16, 2024
Subject: Interlocal Agreement: Whatcom
County Northwest Minichain
Agreement

FROM: Tony Slowik; Police Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Authorize the Mayor to sign the interlocal agreement with the Whatcom County sheriff's Office for prisoner transport services.

BACKGROUND / SUMMARY INFORMATION

The Oak Harbor Police Department has an agreement with the Whatcom County Sheriff's Office and utilizes their "Minichain" for transporting prisoners.

Since we entered into the agreement with SCORE, we did not have a need for this service. The annual cost for the contract each year is based on the usage from the previous year. Therefore, our cost to continue with this agreement is nothing. This allows us to have access to this if needed, but our projected cost for this year will be \$0.00.

LEGAL AUTHORITY

FISCAL IMPACT

Based on 2023 usage, projecting zero.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Current Agreement approved by City Council January 17, 2023.

ATTACHMENTS

1. [2024 Mini Chain Services Agreement](#)

**AGREEMENT FOR MINICHAIN SERVICES
BY AND BETWEEN
WHATCOM COUNTY AND THE CITY OF OAK HARBOR**

THIS AGREEMENT is made and entered into by and between Whatcom County, Washington ("Whatcom County") and the City of Oak Harbor, Washington ("The City of Oak Harbor"), collectively referred to as the "Parties". Whatcom County and the City of Oak Harbor agree to the terms and conditions incorporated herein.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Oak Harbor for a period beginning on January 1, 2024 and ending on December 31, 2024.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Oak Harbor has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Oak Harbor acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) The City of Oak Harbor will ensure that its inmates are transported to Skagit County at their own cost and will be responsible to ensure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport the City of Oak Harbor inmates south to Snohomish County and/or King County.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2024 through December 31, 2024, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November 2024 for renewal in January 2025.

4. **MANNER OF FINANCING:**

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Oak Harbor in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Oak Harbor budget.

Whatcom County shall provide The City of Oak Harbor with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by The City of Oak Harbor of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports. Oak Harbor's usage in 2023 was zero therefore, the annual compensation for this 2024 Agreement will be zero.

Annual Compensation: \$0

Quarterly Invoices:

March 31, 2024	\$0
June 30, 2024	\$0
September 30, 2024	\$0
December 31, 2024	\$0

5. **ADMINISTRATION:**

The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

5.1 Whatcom County's representatives shall be the Chief of Corrections,
Caleb Erickson.

5.2 The City of Oak Harbor's representative shall be the Interim Police Chief
Tony Slowik.

6. **TREATMENT OF ASSETS AND PROPERTY:**

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **MUTUAL INDEMNITY:**

To the extent of its comparative liability, each Party agrees to indemnify, and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage

to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

SURVIVAL OF INDEMNITY OBLIGATIONS: The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. INSURANCE:

Each Party shall procure and maintain at their own expense, Commercial General Liability Insurance, without interruption, through the term of this Agreement and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

Maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Parties to the coverage provided by such insurance, or otherwise limit either Party's recourse to any remedy available at law or in equity.

Upon request, each Party shall furnish certified copies of all required insurance policies required in this Agreement.

Each Party shall provide the other Party with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure on the part of either Party to maintain the insurance as required shall constitute a material breach of contract, upon which a Party may, after giving five business days' notice to the other Party to correct the breach, immediately terminate the work.

9. TERMINATION:

Any Party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by

continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against Whatcom County or Whatcom County Sheriff's Office, employees, officials, agents, or volunteers. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

13. ARBITRATION:

This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the Parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CITY OF OAK HARBOR

Recommended for Approval:

Tony Slowik, Date
Chief of Police, City of Oak Harbor

Approved as to form:

Hillary Evans, Date
Attorney, City of Oak Harbor

Approved:

Accepted for the City of Oak Harbor

Ronnie Wright, Date
Mayor, City of Oak Harbor

STATE OF WASHINGTON)

) ss.

CITY OF OAK HARBOR)

On this _____ day of _____, 20 __, before me personally appeared _____, to me known to be the Mayor of the City of Oak Harbor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____ . My commission expires _____ .

CONTRACTOR INFORMATION:

The City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277
Contact Name: Chief Tony Slowik
Contact Phone: 360.279.4600
Contact Fax: 360.279.4609
Email: tSlowik@oakharbor.org

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

Bill No. 4.e.
Date: January 16, 2024
Subject: Whidbey Animals' Improvement
Foundation (WAIF) Contract

FROM: Tony Slowik, Police Chief

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Motion to authorize the Mayor to sign Amendment No. 3 with Whidbey Animals' Improvement Foundation (WAIF) for Animal Control Holding Facility Services.

BACKGROUND / SUMMARY INFORMATION

The current contract with Whidbey Animals' Improvement Foundation (WAIF) allows for animals to be taken directly to one of two WAIF facilities for sheltering. The City agrees to pay WAIF annually for animal holding facility services. Both parties desire to amend the annual compensation and extend the term of the contract to December 31, 2028.

LEGAL AUTHORITY

FISCAL IMPACT

There is no need for additional funding. This is an identified expense in the City's existing budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

Whidbey Animals' Improvement Foundation's current contract was initially approved by Council on October 16, 2018. Amendment No. 1 was approved by Council on December 17, 2019, and Amendment No. 2 was approved on December 1, 2020 and extended the term to a three year contract.

ATTACHMENTS

1. [WAIF Agreement, 3rd Amendment](#)
2. [WAIF Agreement, 2nd Amendment](#)

**THIRD AMENDMENT TO THE 2018 ANIMAL CONTROL HOLDING FACILITY
SERVICES CONTRACT BETWEEN WHIDBEY ANIMALS' IMPROVEMENT
FOUNDATION (WAIF) AND THE CITY OF OAK HARBOR**

THIS CONTRACT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as the "City", and WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION, a Washington non-profit corporation, hereinafter referred to as "WAIF." The City and WAIF shall be jointly referred to as the "Parties."

WHEREAS, the Parties entered into an Agreement for animal holding facility services on October 16, 2018; and amended/extended that contract in 2019, ending on December 31, 2020, and amended/extended that contract a second time with a term ending December 31, 2023; and

WHEREAS, the current Agreement expired December 31, 2023; and

WHEREAS, the parties wish to extend the agreement by three years under the same terms and conditions.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 9, "Contract Term" on Page 7 of the Agreement is hereby amended to reflect a termination date of December 31, 2026.
2. All other provisions remain in full force and effect.

EXECUTED this _____ day of January 2024, for WAIF.

Cinnamon Hudgins, Executive Director

EXECUTED this _____ day of January 2024, for the CITY OF OAK HARBOR.

Ronnie Wright, Mayor

ATTEST:

Julie Lindsey, City Clerk

APPROVED AS TO FORM:

Hillary Evans, City Attorney

DEPARTMENTAL APPROVAL:

Tony Slowik, Chief of Police

AMENDMENT TO THE 2018 ANIMAL CONTROL HOLDING FACILITY SERVICES CONTRACT BETWEEN WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION (WAIF) AND THE CITY OF OAK HARBOR

THIS CONTRACT is between the CITY OF OAK HARBOR, a Washington State Municipal Corporation, hereinafter referred to as the "City", and WHIDBEY ANIMALS' IMPROVEMENT FOUNDATION, a Washington non-profit corporation, hereinafter referred to as "WAIF." The City and WAIF shall be jointly referred to as the "Parties."

WHEREAS, the Parties entered into an Agreement for animal holding facility services on October 16, 2018; and amended/extended that contract in 2019, ending on December 31, 2020.

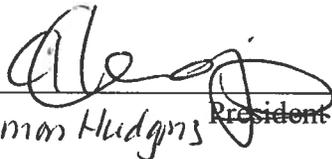
WHEREAS, the current Agreement expires December 31, 2020; and

WHEREAS, the parties wish to extend the agreement by three years under the same terms and conditions.

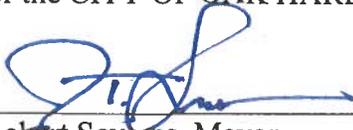
NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 9, "Contract Term" on Page 7 of the Agreement is hereby amended to reflect a termination date of December 31, 2023.
2. All other provisions remain in full force and effect.

EXECUTED this 1st day of December, 2020, for WAIF.


Cinnamon Hudgins ~~President~~ Executive Director

EXECUTED this 1st day of December, 2020, for the CITY OF OAK HARBOR.


Robert Severns, Mayor

ATTEST:


Julie Lindsey, City Clerk

APPROVED AS TO FORM:


per Grant Weed, City Attorney

DEPARTMENTAL APPROVAL:


Kevin Dresker, Chief of Police

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

Bill No. 8.a.
Date: January 16, 2024
Subject: Purchase Authorization-Water
Distribution System for
Windjammer Splash Park

FROM: Brian Smith, Parks and Recreation Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

A motion authorizing staff to purchase one (1) Water Distribution System for \$55,000.00, utilizing NPPGOV Contract #PS21115, from Vortex Aquatic Structures International.

BACKGROUND / SUMMARY INFORMATION

On Saturday, June 29, 2019, the City official opened the Shipwreck Shores Splash Park. It is a fantastic water feature for the community next to the Lagoon in Windjammer Park. Shipwreck Shores Splash Park is typically turned on in June and utilized until September to be used as a constructive place for families to play, for children's entertainment, and as a cooling station for the community.

Over the last four years, staff have struggled with certain features, such as the outdated Odyssey controller and the foot-activated water features. The Odyssey controller uses older programming technology and needs to be upgraded to current technology, which will allow staff to be more efficient in controlling the water features and enable the City to save water and, as a result, money by modifying spray sequencing, setting up maximum water flow to control water consumption and peak demands, the ability to easily change operating times for each day of the week as needed and the installation of a rain sensor.

The other components of the water distribution system are the foot-activated water features that are wearing out due to normal wear and tear and their salty environment. The current food-activated water features infrastructure is one unit, and this creates difficulty when one activator must be changed out because the entire system must be changed. These four new activators will be independent of one another when installed. This will save further money when worn out since they

can be replaced individually as needed and not as one unit.

Staff researched options and believes that MaestroPro will now fulfill the City's needs. MaestroPro is the core control system that operates all of Vortex's management systems and is essential to creating a sustainable aquatic solution.

This proposed replacement water distribution system is vital for the Parks operations staff to maintain and regulate the splash park to keep it operational and sustainable because of these five reasons:

1. Large, current technology, color touchscreen with easy-to-use interface and visuals.
2. Modified spray sequences, which allow the operators to have the flexibility to change and create their own custom water play choreography on-site.
3. Flow management controls allow staff to maximize water flow to control water consumption and peak demands.
4. More flexibility with operational time management because staff can set up operating time and days individually.
5. Provides regional technical support out of Idaho versus the current technical support out of Texas.

Staff are proposing using our cooperative purchasing agreement with National Cooperative Procurement Partners (NPPGOV), which the City joined in 2020. NPPGOV is a national cooperative procurement organization based in Seattle, WA, offering publicly solicited contracts to government entities nationwide. Their contracts are created through a public solicitation by a Lead Public Agency. Access to their cooperative contracts is complimentary, with no purchasing obligations. Utilizing this co-op will fulfill our bidding obligations as required by the city ordinances and save costs by allowing NPPGOV to perform the bidding process.

Funding: The funding for this replacement is available in the fund balance of the Windjammer Park Project (325 fund).

LEGAL AUTHORITY

FISCAL IMPACT

Available Funds for Windjammer Park project = \$199,374.

Additional Funds to be transferred to project in 2024 = \$834,050.

Funds Needed = \$55,000

Sufficient funds available.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Vortex Quote](#)
2. [NPPGOV Contract](#)
3. [PowerPoint Presentation](#)

QUOTE



6- Services						4,125.00
16010	16010	WDS Start-up and Training		1	4,125.00	4,125.00
7- Installation Kits						
	103335	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		4		
	102313	TOOL KIT #0 :		1		
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1		
8- Parts						3,592.00
	110788	OPTICAL RAIN SENSOR KIT		1	270.00	270.00
	101146-316	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		5	148.40	742.00
	129124-316L	BOULDER ACTIVATOR ASSEMBLY		1	2,200.00	2,200.00
	131169	WIND SENSOR KIT MAESTROPRO		1	380.00	380.00
9- Transport						4,065.00
	19030	Freight Fee		1	3,665.00	3,665.00
18020	18020	Packaging Fee		1	400.00	400.00

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	47,623.00
Discount:	(5,813.09)
Services:	4,125.00
Transport:	4,065.00
Subtotal:	49,999.91
Tax:	4,500.02
Total:	54,499.93
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product <\$100K: 50% deposit at PO, 50% Net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

QUOTE



The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

QUOTE



X

Name
Title



Search this site



Join Now (<https://nppgov.com/join-now/>)

Log In

EXPLORE CONTRACTS



FOR MEMBERS



FOR VENDORS



ABOUT US



Vortex



Publicly Solicited Contract

START DATE:

March 15th, 2021

POTENTIAL END DATE:

March 15th, 2027

CONTRACT NUMBER:

PS21115

LEAD PUBLIC AGENCY:

League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Splashpad - Immersive Zero-Depth Aquatic Play Area
- Elevations™ & PlayNuk™ - Multilevel Aquatic Play Solutions
- Water Slides - Featuring a Classic Array of Water Slides
- Water Management Systems - Custom Tailored Water Management Solutions

Instructions to Access This Contract

Please Log in (<https://nppgov.com/contract/vortex/?login=true>) to view complete list of contract documents and instructions.

Log In (<https://nppgov.com/contract/vortex/?login=true>)

Contract Documents

For Best Viewing Results Download Contract Docs

Click **Here** (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/01/30222928/NPPGov_Adobe_Download_Instructions.pdf) for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

NPPGov Customer Service

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

Phone: 877.329.8847

Testimonial

“ Vortex has excelled with great customer service, exceptional quick response times and continuously putting the customer first. Whether it be from the initial design plan with engaging products and estimate in order to apply for a grant, to the unpredictable issues during construction to meet an opening deadline, to the routine maintenance questions that arise seasonally, to the fast turnaround with mid-season products in order to keep uninterrupted operations for the ultimate customers, to the complex planning and budgeting of a phased project, Vortex has provided excellent assistance along the way with knowledgeable and courteous staff at all levels while featuring attractive products. **”**

Rebecca Medinger, Parks and Recreation Director
City of Pickerington



Vortex Aquatic Structures International Overview

Harnessing the transformative power of water, we create play experiences for children to develop, communities to flourish, and businesses to thrive. Founded in 1995 in Montreal, Canada, Vortex pioneered the Splashpad® and revolutionized the way children and families play in urban spaces, waterparks, and resorts worldwide. Our innovative approach to water attractions has since helped communities, businesses and families grow. We are proud to have created over 8,000 custom installations spanning 5 continents and over 50 countries.

Additional Company Information

[Vortex Website \(http://www.vortex-intl.com/\)](http://www.vortex-intl.com/)

[Vortex YouTube Channel \(https://www.youtube.com/channel/UCIpsadQzdzXt1LrcbVbl77Q\)](https://www.youtube.com/channel/UCIpsadQzdzXt1LrcbVbl77Q)

[Vortex Catalog \(https://vortex-intl.app.box.com/s/yi9gj3cuk7wfst5hcfzca9jjyaipxk\)](https://vortex-intl.app.box.com/s/yi9gj3cuk7wfst5hcfzca9jjyaipxk)

Vortex Contact Info

438.998.4614

blapierre@vortex-intl.com (mailto:blapierre@vortex-intl.com)

Vortex Mailing Address

7800 Transcanada Hwy
Pointe-Claire, Quebec, H9R 1C6

ADDRESS

17930 International Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

SOCIAL

 (<https://www.facebook.com/NPPGov>)   (<https://www.youtube.com/channel/UCf7Kha5PPKp4-t0QZcy9NGg>)
 (<https://www.linkedin.com/company-beta/4787537/>)
 (<https://twitter.com/NPPGov>)

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**PURCHASE
AUTHORIZATION
WATER DISTRIBUTION CONTROLLER
FOR SHIPWRECK SHORES SPLASH
PARK**

SHIPWRECK SHORES SPLASH PARK

- **Constructive place for families**
- **Children's entertainment**
- **Cooling station for the community**



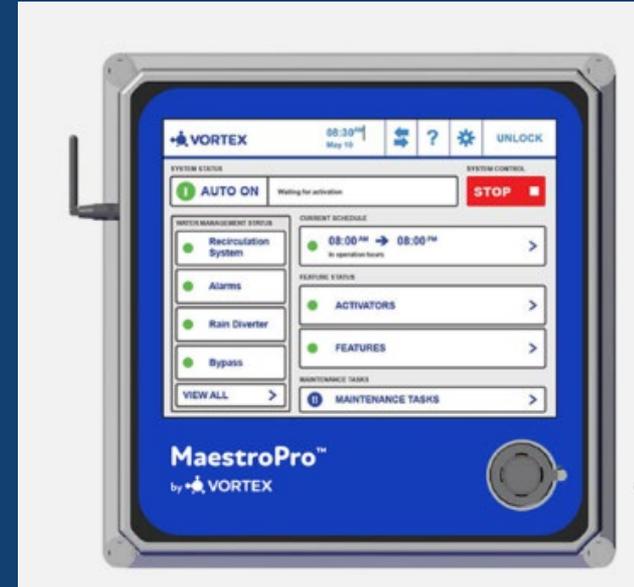
WATER ODYSSEY CONTROLLER

- Purchased in 2019
- Original controller, outdated when purchased
- No regional tech support



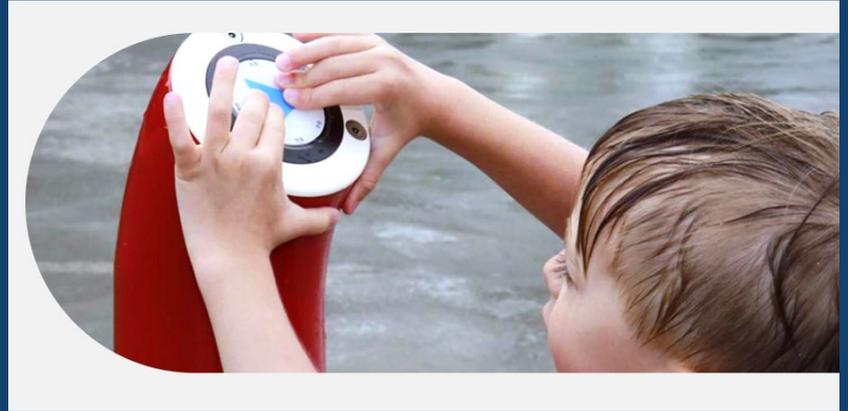
MAESTROPRO CONTROLLER

- Increased controller functionality
- Easy-to-use interface and visuals
- Regional tech support
- Save water and money



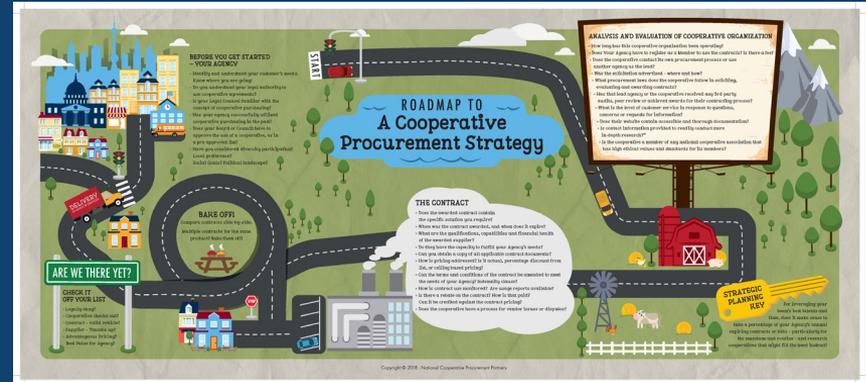
WATER FEATURES

- High wear components replaced due to wear
 - Example: foot-activated water features
 - Configuration of one unit to separate units
- Rain sensor for water saving



PROCUREMENT PROCESS

- Not Budgeted; Pricing is \$54,499.90
- Fund balance exists in the Windjammer Park Project fund (325) = \$696,400.00
- National Cooperative Procurement Partners (NPPGOV) contract number PS21115
- Vortex Aquatic Structures International is the vendor



MOTION

A motion authorizing staff to purchase one (1) Water Distribution System for \$55,000.00 utilizing NPPGOV Contract PS21115 from Vortex Aquatic Structures International.

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

Bill No. 8.b.
Date: January 16, 2024
Subject: Change of Hearing Examiner
and Approval of corresponding
Professional Services
Agreement

FROM: David Kuhl, AICP, Director, Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve the Professional Services Agreement with Olbrechts & Associates, PLLC for hearing examiner services.

BACKGROUND / SUMMARY INFORMATION

The city has a desire to charge Hearing Examiner services. Options are:

1. The Oak Harbor Municipal Code (OHMC) allows appointment of examiners pro tem to serve in the event of absence or inability to act of the examiner or as the examiner's hearing schedule requires. This is subject to the mayor and city council approval through a professional service agreement (OHMC 18.40.030).
2. The current Agreement in Article V. Section 2. "... The Parties may by mutual agreement terminate this contract with 10 days written notice."
3. The OHMC states "An examiner may be removed from office for cause by majority vote of the city council." (OHMC 18.40.050).

Staff have requested proposals from four firms listed on the MRSC roster for hearing examiner services. Olbrechts & Associates, PLLC has extensive hearing examiner and other land use experience and is well qualified to fill this role.

LEGAL AUTHORITY

RCW 35A.12.190, RCW 35A.11.020, OHMC 2.305.010 and the City's Purchasing Policy and Procedures Manual

FISCAL IMPACT

The current level of activity is 4-5 hearings per year. The current budget shows \$20,000 per year for hearing examiner services and this should be sufficient.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [PSA with Olbrechts and Associates, PLLC](#)
2. [Presentation](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND OLBRECHTS & ASSOCIATES, PLLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and Olbrechts & Associates, PLLC, a Washington LLC licensed to do business in Washington State (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the Hearing Examiner as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

- (3) Appointment and Term. Pursuant to OHMC 18.40.030, by entering into this Agreement the Mayor hereby appoints and the City Council approves the appointment of the Consultant for a 1-year term commencing on January 16, 2024, and terminating on January 15, 2025. The term of this Agreement shall also commence on January 15, 2025, and shall terminate on January 15, 2025. This Agreement shall be subject to termination pursuant to Article V, section 2. The parties may extend the Agreement for an additional three (3) year term conditioned upon the mayor re-appointing the Consultant and Council approval pursuant to OHMC 18.40.030.
- (4) Nonassignable. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.
- (5) Employment. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- (6) Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

(7) Insurance.

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

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

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

- (9) Unfair Employment Practices. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- (10) Legal Relations. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified, are attorneys licensed to practice in the state of Washington, and otherwise fully competent to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.
- (11) Independent Contractor.
 - a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his/her status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
 - b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments including, but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or

assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
 - d. Prior to commencement of work, the Consultant shall obtain a business license from the City.
- (12) Conflicts of Interest. Immediately upon becoming aware of any conflicts or potential conflicts of interest, the Consultant agrees to and shall notify the City at the earliest of any potential conflicts of interest in Consultant's client base. In the event that the Consultant provides notice to the City that there is a conflict or a potential conflict of interest is apparent, the City can determine at its sole discretion to select/hire/contract a Hearing Examiner Pro-Tem.
- (13) City Confidences. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.
- (14) Subcontractors/Subconsultants.
- a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.
 - b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.
 - c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.
 - d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

(1) Payments.

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section in Exhibit “A.”

The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit “B.” Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services, the City shall pay Consultant a mutually agreed amount.

- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include:
 - (i) current invoice amount
 - (ii) total current monthly billing

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

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

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

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

ARTICLE V. GENERAL

(1) Notices.

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

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

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

**PHIL OLBRECHTS
OLBRECHTS & ASSOCIATES, PLLC
18833 74TH ST. NE
GRANITE FALLS, WA 98252**

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

(2) Termination. The right is reserved by the City to terminate this Agreement in accordance with Oak Harbor Municipal Code Section 18.40.050. The parties may by mutual agreement terminate this contract with 10 days written notice.

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

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

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

(5) Severability.

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

- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- (6) Nonwaiver. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
- (7) Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.
- (8) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (9) Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Island County Superior Court.
- (10) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (11) Authority to Bind Parties and Enter into Agreement. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20__.

CITY OF OAK HARBOR

OLBRECHTS & ASSOCIATES, PLLC

By _____
Ronnie Wright, Mayor

By _____
PHIL OLBRECHTS
MANAGING MEMBER
OLBRECHTS & ASSOCIATES
PLLC

Approved as to form:

Hillary J. Evans, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. CONSULTANT shall perform all of the duties set forth in OHMC Chapters 6.23, 18.20 and 18.40 and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.
2. CONSULTANT shall adopt such rules as he deems necessary to performance of the duties of Hearing Examiner pursuant to City Code.

CONSULTANT shall provide training sessions for staff related to the Hearing Examiner Rules of Procedures at the request of the CITY and as agreed to by CONSULTANT.

3. CONSULTANT shall hold hearings on dates mutually convenient to staff and the CONSULTANT as frequently as needed to review and decide upon applications in a timely manner. Unless special notification is given otherwise, hearings will be held in the City Council Chambers in Oak Harbor, Washington or through use of remote meeting technology. CONSULTANT may schedule special meetings and continued meetings, as deemed necessary and with concurrence of the CITY.
4. CONSULTANT will work independently and without direct supervision. CONSULTANT will remain fully knowledgeable of CITY zoning code and all other CITY codes, regulations, ordinances, resolutions and policies affecting the areas of concern related to CONSULTANT's duties.
5. CONSULTANT shall perform its duties under the Contract to the CITY'S satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, residents and staff; and timely preparing decisions based on sound reasoning and all applicable law. When deemed appropriate and under the circumstances allowed by law, CONSULTANT shall make site visits to familiarize itself with the site of the proposed land use and surrounding area.
6. CONSULTANT shall provide all office space and equipment necessary to perform its obligations under this Contract and shall maintain an active e-mail address for electronic communications and transfer of information. CONSULTANT shall annually report in writing to the CITY by December 1st of each year regarding the decisions rendered during the year and state any recommendations for changing or improving the CITY'S hearing examiner system.

EXHIBIT B
RATES

- 1) The hourly rate is \$210/hour with a one hour minimum per day of in person hearings (no minimum time for virtual hearings)
- 2) Alternate examiner is 75% of examiner rate
- 3) Reimbursement for hearing transcription costs (Rev.com is \$1.50 per minute of hearing)
- 4) Reimbursement for city business license fees

DEVELOPMENT SERVICES



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council

January 16, 2024

HEARING EXAMINER

- **Sound Law Center LLC has been conducting hearing examiner services since November 2020**
- **Trebucket Legal Consulting LLC has been assisting the city since July 11, 2023**
- **A new firm is proposed to provide hearing examiner services**

OLBRECHTS PSA CONTRACT

- Staff researched MRSC and sent a scope of work to all four firms that provide hearing examiner services last summer
- Olbrechts & Associates, PLLC has extensive hearing examiner and other land use experience and is well qualified to fill this role.
- This is a one-year contract

RECOMMENDED MOTION

- *I move to approve the Professional Services Agreement with Olbrechts & Associates, PLLC for hearing examiner services.*

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

Bill No. 8.c.
Date: January 16, 2024
Subject: Teamsters Collective
Bargaining Agreement (CBA)
for the Oak Harbor Marina,
Parks, and Public Works

FROM: Emma House, Human Resources Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

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).

BACKGROUND / SUMMARY INFORMATION

On December 20, 2023 the City of Oak Harbor Mayor's Administration, the Teamsters Union, Local No. 231 tentatively agreed to a two (2) year collective bargaining agreement. This agreement covers the years of 2024 through 2025 to December 31, 2025. This agreement is considered tentative until approved by City Council.

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

- For 2024 a 3% cost of living adjustment
- For 2025 a 2.5% cost of living adjustment

Those significant contract items negotiated were as follows:

- Contract were combined from Marina and Public Works to be one agreement.
- Cost of living adjustment (COLA) - 3% for 2024 and 2.5% for 2025.
- Market adjustment - 2% for 2024.
- Adjusted standby duty premium from \$32.00 per weekday and \$48.00 per weekend day to \$3.25 per hour.
- Adjusted the health insurance premium cost share from 80%/20% to 90%/10%.
- Reimbursement of prescription safety eyewear up to \$400.00 per year.
- Adjusted Steel Toed Boots/Approved Workwear for Public Works from \$200.00 to \$300.00.

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

- Article 1 Purpose and Scope
 - added 1.4 added recognition of the Marina
- Article 2 Recognition
 - updated 2.1 to include Marina, Parks, and Public Works
 - updated 2.3 bargaining unit work definition
- Article 3 Union Rights
 - updated 3.3 recognize Marina bulletin board
 - updated 3.4 updated Labor Management Meetings
- Article 5 Employee Rights
 - updated 5.2 to refer to Probationary/Trial Periods
 - added 5.2.2 a. return to prior position anniversary date
 - updated 5.3.1 Recruitment Promotions
 - updated 5.3.2 Transfers
 - updated 5.4 Transfers or Promotions
 - updated 5.5 updated Out-of-Class to remove reference to Interim
 - added 5.5.2 training in other divisions up to 12 hours per week
 - added 5.7.1 Assistant Harbormaster from Marina contract
 - deleted Lead Employee section
 - updated 5.8 Negotiations number of members to be released
- Article 6 Seniority, Layoff & Recall
 - updated 6.2.2 from bargaining unit to City seniority
- Article 7 Hours of Work, Scheduling, and Overtime
 - updated 7.1 Scheduling
 - added 7.1.4 four 10-hour schedule
 - added 7.2.5 Marina employee vacation scheduling
 - corrected 7.3.2 floating holiday compensation
 - updated 7.3.3 floating holiday eligibility
 - updated 7.3.5 City Hall closure compensation
 - updated 7.4 Overtime definition and eligibility
 - updated 7.5 Standby Duty definition and compensation
 - updated 7.10 Meal and Break Periods definition
- Article 8 Wages and Positions
 - cost-of-living and market adjustments for 2024 and 2025
 - updated 8.3 Longevity definition
- Article 9 Employee Benefits
 - adjusted employer cost share from 80% to 90%
- Article 10 Miscellaneous Provisions
 - updated 10.1 to include an annual reimbursement for prescription safety eyewear up to \$400.00
 - updated 10.4 for employees to be allowed to wear approved shorts
 - updated 10.6 steel toed boots/approved workwear from \$200.00 up to \$300.00
 - added 10.6 b. non-skid, non-marking footwear for Marina and Parks up to \$300.00
 - added 10.6 d. work commitment for CDL

clarified employees do not use accrued leave to obtain CDL added electronic communication devices for employees

- Deleted Addendum for Lead Employees

LEGAL AUTHORITY

Pursuant to 41.56.100 RCW, authority and duty of employer to engage in collective bargaining - limitations - mediation, grievance procedures upon failure to agree:

A public employer shall have the authority to engage in collective bargaining with the exclusive bargaining representative and no public employer shall refuse to engage in collective bargaining with the exclusive bargaining representative...

FISCAL IMPACT

Refer to attached 'Teamsters Union Negotiation Costing for 2024-2025 Proposed Contract' for estimated costs.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [DRAFT Teamsters Local 231 - Union Agreement for Marina, Parks, Public Works](#)
2. [FINAL Teamsters Local 231 - Union Agreement for Marina, Parks, Public Works](#)
3. [Teamsters Union Negotiation Costing for 2024-2025 Proposed Contract](#)
4. [Presentation - 8.c. Teamsters CBA Marina, Parks, and Public Works](#)

LABOR AGREEMENT

BETWEEN

The CITY OF OAK HARBOR

AND

TEAMSTERS UNION, LOCAL NO. 231

REPRESENTING

CITY OF OAK HARBOR MARINA, PARKS, AND
PUBLIC WORKS EMPLOYEES

Effective January 1, 202~~4~~ through December 31, 202~~5~~



LABOR AGREEMENT
BETWEEN
The CITY OF OAK HARBOR (Employer)
AND
TEAMSTERS UNION, LOCAL NO. 231 (Union)
REPRESENTING
CITY OF OAK HARBOR MARINA, PARKS, AND PUBLIC WORKS EMPLOYEES
January 1, 202~~4~~ through December 31, 202~~5~~3

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LABOR AGREEMENT
BETWEEN
The CITY OF OAK HARBOR (Employer)
AND
TEAMSTERS UNION, LOCAL NO. 231 (Union)
REPRESENTING
CITY OF OAK HARBOR MARINA, PARKS, AND PUBLIC WORKS EMPLOYEES
January 1, 202~~4~~ through December 31, 202~~5~~3

ARTICLE 1 - PURPOSE AND SCOPE

- 1.1** This Agreement shall set out the terms and conditions of employment in satisfaction of the Bargaining Parties mutual obligations as set out in RCW 41.56.
- 1.2** The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.3** In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit Employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to Bargaining Unit Employees.
- 1.4** The Parties recognize that the Marina is a division of City Government as established in Oak Harbor Municipal Code Chapter 2.38.

ARTICLE 2 – RECOGNITION

- 2.1** The City of Oak Harbor (the City) recognizes Teamsters Local Union #231 (the Union) as the sole Collective Bargaining agent for the Bargaining Unit as described in the certification of representation issued by the Public Employee Relations Commission (PERC) of the State of Washington in dated February 1, 2012, for Regular Full-time and Regular Part-time Marina, Parks, and Public Works Employees of the City.

2.2 All Collective Bargaining with respect to wages, hours and general working conditions of employment shall be conducted by authorized Representatives of the Union and authorized Representatives of the City to the extent required by RCW 41.56.

2.3 *Bargaining Unit Work*: It is the understanding and agreement of the Parties that, ~~generally,~~ Bargaining Unit work shall be performed by persons that are members of the Bargaining Unit. ~~As may be required by business conditions from time to time, with the additional understanding that no Bargaining Unit Employee then employed shall be permanently supplanted; it is further understood in such cases that Bargaining Unit work may be performed by Non Bargaining Unit personnel.~~

~~2.4 Supervisory Employees (Leads or other Supervisors) shall not perform work on jobs covered under this Agreement where the effect is to permanently supplant regular Employees from their jobs.~~ It shall not be a violation of this Agreement for Supervisors to perform work in the course of their normal duties including instructing or training of Employees, in assuring proper standards of work or job performance and, in continuing the flow of work.
Refer to Addendum, page 28

ARTICLE 3 - UNION RIGHTS

3.1 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.

- a. Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
- b. Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.
- c. Notification to Union of New Hires: The City agrees to attempt to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, date of hire, classification, and work location and phone number.

3.2 New Hire Orientation: The City will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Business Representative and Shop Steward will be allowed to attend this new hire orientation so long as the Shop Steward's attendance does not adversely affect business operations. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.

3.3 Union Bulletin Board: At the City’s discretion regarding location and amount of space allocated, the City shall provide the Union with a designated bulletin board at the Public Works and Wastewater Treatment Plant break rooms, and the Marina where the Union may post its notices. All costs incidental to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion. No posting shall be of a discriminatory or denigrating nature.

3.4 Labor/Management Meetings: In the interest of mutual trust and open communication between the parties and to improve employee/employer relations, the parties agree to establish Labor/Management Meetings to meet on a quarterly basis or as needed upon the request of either party. Prior to the meeting, each party will submit an agenda of items to be discussed. If the Union wishes to address issues in the Public Works department, the Union will request to meet with the Department Head with or without Employees present, as agreed by the Parties, to discuss Union concerns directly with Management. If Management has concerns it would like addressed by the Union, the same procedure for setting a meeting will apply.

3.4.1 Any applicable employee may be invited to attend, as long as staffing needs are adequately met and with advanced approval of the Supervisor.

~~3.4.1 The need to address any division issues within the Department shall be made known to the Director and may, when agreed by the Director, be addressed by presenting to the Division Managers meeting.~~

~~3.4.2 In order to promote the free and unobstructed exchange of concepts, concerns, possible change and ideas the Union and Employer agree to the following ground rules for declared/scheduled Labor/Management Meetings:~~

~~The meeting is for the frank and candid discussion of issues with the purpose of problem resolution not confrontation. All discussions are off the record and are not to be used by either Party as evidence supporting any past, current, or future dispute. The intent is that evidence arising from an L/M meeting is not admissible in any forum as provided in Federal Evidence Rule 408 and its Washington counterpart or substitute.~~

~~Agreements or accommodations made in this process are not binding, do not modify the Labor Agreement, and do not establish a precedent or past practice.~~

~~The Union must make an appointment with Management, establish an agenda of items to be discussed or raised and advise Management who it anticipates will be attending the meeting. Management agrees to schedule a meeting, proposed in advance by the Union, within a reasonable time. Management may have the Personnel/Human Resources Director and/or their Labor Representative present at the meeting. Employees may have a Union Representative present.~~

~~a. Any discussion having an economic or budgetary impact must be approved by City Authorities prior to becoming binding.~~

~~b. Any understanding or agreement the Parties wish to be binding shall be reduced to writing and that writing alone without legislative history shall become binding upon signing by both Parties.~~

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular division (different divisions may have different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact Bargaining; the right to use volunteers; the right to use criminal justice work-crews on City work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of Employees and the direction of the Employees, including but by no means whatever limited to, hiring, selecting and training of new Employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its Employees.
- a.** The Employer and the Union agree that the above statement of Management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by Law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The Management rights provision shall be liberally construed to effectuate its purpose of reserving to Management a broad scope of authority.
 - b.** The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender, or limit management rights may be grieved.
- 4.2** Performance of Duty: During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by Employees under this Agreement, and should same occur, the Union agrees to take all steps to end such interference. Employees covered by this Agreement, who take part in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.
- 4.3** Picket Lines: Consistent with Article 4.2, the City recognizes the individual statutory rights of Employees to observe on an individual rights basis, as such individual rights may exist for the observing Employee, Teamsters' Union authorized picket lines. No Employee shall be disciplined or otherwise sanctioned by either Party because of the Employee's individual

decision regarding such a picket line. It is understood that the City shall provide normal services without regard to any picket line using whatever means it can avail itself of and that there shall be no guarantee of work to an Employee asserting their individual options to not fully perform their assigned work.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Employee Classifications:

For a variety of reasons, it is helpful to define the working classification of each Employee employed by the City. Each position has a job description which will be provided to the Employee by Human Resources at the time of hire. Employment classifications relate to the nature of the job responsibilities, work schedule and participation in City benefit programs. The City recognizes the following Employee classifications:

- a. **Full-time:** A regular Employee working in a regularly budgeted position allocated at least thirty-two (32) hours per week.
 - o **Regular Full-Time Employee:** is an individual who works a normal forty (40) hour work week.
- b. **Part-time:** An Employee working in a regularly budgeted position allocated to work hours of less than thirty-two (32) hours per week whose hours may be regular or irregular. An Employee who is regularly scheduled to work less than twenty (20) hours per week are not generally entitled to City-provided benefits.
 - o **Regular Part-Time Employee:** is an individual who works less than a normal forty (40) hour workweek and is hired for an indefinite period.
- c. **Probationary:** An Employee who has not yet completed his/her probationary period.
- d. **Regular:** An Employee who has successfully completed his or her probationary period and is retained in a fully budgeted position in the biennial budget.
- e. **Temporary:** an individual hired on a temporary basis. Temporary Employees shall not be eligible for City-provided benefits or accrue seniority. Temporary employment shall not exceed a maximum of one (1) year. Temporary Employees may be eligible for Public Employees' Retirement benefits dependent upon duration of appointment and hours worked.
 - o **Temporary Employee:** generally, is an individual who is hired either part-time or full-time for a specified, limited period. A temporary Employee who works more than one thousand forty (1040) regular hours in a calendar year shall be required to join the applicable Bargaining Unit but shall not become a Regular Employee until such Temporary Employee shall apply for and be hired into a Regular position.

5.1.1 In addition to the foregoing classifications, all Employees classified as Fair Labor Standards Act/Washington Minimum Wage Act exempt or non-exempt can be seen as:

- a. **Exempt:** Exempt Employees are ordinarily paid on a salary basis and are not eligible for overtime pay.

- b. Non-Exempt: Non-exempt Employees are ordinarily paid by the hour and are eligible for overtime pay.

5.1.2 If an Employee has any questions regarding his/her classification or exempt/non-exempt status, please contact Human Resources.

5.2 Probationary/Trial Periods:

The City of Oak Harbor carefully monitors and evaluates all new Employees and all current Employees transferred or promoted to a new job during an initial probationary/trial period. Newly hired, transferred or promoted Employees should also use this probationary/trial period to ensure that the new position is satisfactory.

5.2.1 The probationary/trial period(s) will be set at the time of hire and begin as of the first hour of _____ work. Probationary/trial periods will follow the guidelines set forth below:

- a. For an individual who is not a City Employee and was hired into a full-time position or a part-time position which is twenty (20) hours per week or more: the first twelve-(12) months following hire.

- b. For an individual hired into a part-time position which is less than twenty (20) hours per week: the first ~~twenty-four~~ (12) months following hire.

a-c. For a current Employee promoted or transferred to a new position: the first six (6) months following the date of transfer or promotion shall be a trial period to ensure the employee and/or the City find the placement in the new position satisfactory. Current employees promoted or transferred into a new position shall have all rights under this Collective Bargaining Agreement.

5.2.2 During this probationary/trial time if it is determined that the placement is not working out satisfactorily, the Employee may be terminated (new Employee) or returned to a prior position for non-disciplinary reasons (i.e., performance of the job) (existing Employee) at any time without cause or advance notice. Existing Employees shall return to their prior or similar position if it is available and if not available may be placed in any other available position for which the Employee is qualified and if nothing is available shall be laid off as provided in Article 6.2 of this Agreement.

- a. If an employee is returned to a prior position, the date of transfer to return to the prior position is the new appointment date and anniversary date for step increases.

5.2.3 An Employee's probationary/trial period may be extended up to six (6) months if deemed appropriate in light of absences, performances issues, or other considerations upon notice to the Employee and the Union at least three (3) weeks prior to the completion of the probationary/trial period.

5.2.4 Transferred or promoted Employees will normally be reviewed within three (3) weeks of the end of their probationary/trial period.

5.2.5 Employees will be allowed to continue in their position if the Department Director approves and the Employee receives a satisfactory evaluation near the end of his/her probationary/trial period.

5.2.6 Employee evaluations during the probationary/trial period will be at or proximate to the three (3) month mark, the six (6) month mark and just prior to the completion of the period.

5.3 Recruitment: Management in its sole discretion may determine that outside recruitment is in the City's best interest provided however, upon request by the Union, the City will provide to the Union its reasons for outside recruitment.

5.3.1 Promotions: All Employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Department Director and the Human Resources Department.

- a.** It is a goal of the City to promote from within and to fill vacant positions with qualified, existing Employees. To help meet that goal the City shall first pursue applicants from within the bargaining unit when deemed possible before external candidates.
- b.** Advancement from a level I to a level II is a promotion based on an Employee attaining appropriate skills, abilities and qualifications, and shall only occur as outlined in this Article 5.3.
- c.** Employees promoted to a position in a higher salary range will be placed at the 1st step of the higher pay range or at the step closest that provides an increase in pay, whichever is greater. If the employee had not received a step increase in the prior six (6) months of the date of promotion, the employee may receive a one (1) step increase over the rate of pay received immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.

5.3.2 Transfers: The City of Oak Harbor may, at its discretion, initiate, or approve Employee sought, job transfers from one position to another, or from one Division to another.

- a.** The City may require Employees to transfer to either a temporary or regular position to accommodate the organization's business needs.
- b.** Required transfers shall generally be by mutual agreement between the Employee and the City except in cases where the Employee has the unique qualifications, skills or abilities required by the City at that time.
- c.** Where an Employee with unique qualifications, skills or abilities is temporarily retained without mutual agreement the City will, upon request of the Union, explain the situation and the need to accommodate the City's business needs ~~retain the Employee in the position~~. Employees transferred to a position within the same salary range will continue to receive their existing rate of pay.

- d. Any Employee who seeks and is granted a transfer to a position with a lower wage rate shall be paid at the lower wage rate appropriate to their most recently granted wage step.
- e. Any Employee who seeks a transfer to a position with a higher wage rate will be considered as provided in Article 5.3.1 Promotions.
- f. Employees involuntarily transferred to a position in a lower salary range shall be paid at their former rate. Employees may be paid at a rate within the lower salary range after ninety (90) calendar days in the new position when such reduction in wage is reasonable under the circumstances.

5.4 Transferred and promoted Employee’s anniversary date which is used to determine eligibility for step increases will be adjusted to match that of the date of transfer or promotion pursuant to the City policy: including promotions that are unsuccessful where an employee is returned to a prior position.

5.5 Interim/Out-Of-Class Assignments:

The City of Oak Harbor may authorize ~~interim~~/out-of-class assignments to cover operational needs or absences of a higher-level classification when a foreman, supervisor, or manager is absent. ~~Interim/Out~~-of-class assignments provide valuable on-the-job training and continued performance of critical workload.

5.5.1 ~~Interim/out~~Out-of-class assignments will be assigned in advance ~~and in writing~~ by the Department Head. If an Employee is working an ~~interim~~/out-of-class assignment that will be in effect for more than three (3) consecutive days, beginning on the fourth (4th) consecutive day of the assignment, the Employee will receive a wage premium of no less than three percent (3%) retroactive to the first day of assignment to be recorded on the timecard. Consecutive days shall not be interrupted by weekends or holidays.

5.5.2 An employee who volunteers or when it is mutually agreed upon to provide assistance with another division within the bargaining unit up to twelve (12) hours per week with no change in compensation and may be eligible to receive out-of-class assignment once they are fully trained and are assigned as outlined above in 5.5.1.

5.5.32 ~~Interim/out~~Out-of-class assignments are limited to ninety (90) business days. Extensions require approval by the Mayor or City Administrator. In the event an ~~interim appointment~~ out-of-class assignment is required beyond six (6) months the Union may request the reasons why the out-of-class assignment continued~~position cannot be filled by the City.~~

5.6 Step Advancement:

The ability of an Employee to be awarded a step advancement shall occur during the life of this Agreement and shall only expire after the expiration of this Agreement if the City gives the Union sixty (60) day notice prior to the expiration of this Agreement that the City will suspend such “steps” through the negotiation of a successor Agreement.

5.6.1 Employee step advancement from one step to the next step on the salary range compensation scale is based on time served.

5.6.2 Employee performance reviews and step advancements are not linked as performance reviews are generally done proximate to early January while step advancements occur proximate to an Employee's anniversary date.

5.6.3 Employee Performance Reviews:

Employees will generally have their performance reviewed annually during the month of January. Employees shall be afforded the opportunity to comment regarding their agreement or disagreement with their final review.

5.7 Employee Positions:

Each Employee shall be given a position title (i.e.: job classification). Each position has a job description which will be provided to the Employee by Human Resources at the time of hire, promotion, transfer etc.

~~5.7.1 Assistant Harbormaster (Lead Employee): The Union recognizes that the City employs an unrepresented Supervisory Employee in the position of Assistant Harbormaster who is a "Working Lead" under RCW 41.56. Such "Working Lead" Employees perform the work of the Bargaining Unit side by side with Unit Employees. It is recognized that over time Lead Employee responsibilities may increase or decrease outside of a ratio to Unit Employees and on a "business need" basis. The Union agrees that such work by Lead Employees shall not be challenged as "skimming". The City agrees that Union work shall not be supplanted through an increased use of "Lead" positions except that the City may fill a vacant position.~~

~~5.7.1 *Lead Employees*: The Union recognizes that the City employs unrepresented Supervisory Employees in the position of "Working Lead" on various City crews. Such Working Lead Employees perform the work of the Bargaining Unit side by side with Unit Employees. It is recognized that over time Lead Employee responsibilities may increase or decrease outside of a ratio to Unit Employees and on a "business need" basis. The Union agrees that such work by Lead Employees shall not be challenged as "skimming". The City agrees that Union work shall not be supplanted through an increased use of "Lead" positions.~~

~~*Refer to Addendum, page 28*~~

~~5.7.2 Promotion/Return of Unit Employee "Leads": *Refer to Addendum, page 28*~~

~~a. Promotion from the Unit: Bargaining Unit Employees shall continue to be considered for promotion to available "Lead" positions as has been the practice of the City prior to the Certification of the Bargaining Unit. Employees promoted out of the Unit, including Lead positions, shall retain their City Seniority and Bargaining Unit Seniority however their Bargaining Unit seniority shall not continue to accrue (is frozen) once promoted.~~

~~b. Return to the Unit: Employees who have left the Bargaining Unit may be returned to the Bargaining Unit for available positions as has been the practice of the City prior to~~

~~the Certification of the Bargaining Unit. Employees returned to the Bargaining Unit shall retain their City Seniority and their Bargaining Unit Seniority shall again begin to accrue as of the date they return to a Bargaining Unit position.~~

~~e. Existing Lead Employees: Employees classified as "Lead" at the time the Bargaining Unit was certified shall retain all Bargaining Unit seniority for Bargaining Unit purposes that such Lead Employee had accrued up to the date of the Bargaining Unit Certification and not beyond. Return to the Unit by a Lead shall be as provided in Article 5.7.2.b.~~

5.7.32 Employee positions and commensurate hourly compensation is attached hereto as Appendix A.

5.8 Negotiations:

Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted "release time" to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed ~~four (4) two (2)~~ members on release time at any one time. At the request of the Union and agreement by the City the Union Bargaining Committee may be increased to a maximum of ~~four-six (46)~~ members on a meeting-by-meeting basis and without creation of a "practice".

ARTICLE 6 — SENIORITY, LAYOFF & RECALL

6.1 Seniority: The City appreciates and recognizes quality performance and seniority of Employees; both of which contribute greatly to the service the City and Employees provide to the Citizens of the City.

6.1.1 Length of service (Seniority) is measured from the original date of regular employment with the City of Oak Harbor, so long as the Employee has not had a break in service (severance of the employment relationship) greater than thirty (30) days. During a layoff, Employees with breaks in service greater than thirty (30) days, but less than one (1) year per break, will be credited for their time actually worked only, i.e., the break time is not counted, unless required by Law. Employees with a break in service greater than one (1) year receive credit for service only from their most recent date of hire with the City of Oak Harbor.

6.1.2 City Seniority: the length of time employed with the City, from the most recent date of hire as measured in Article 6.1.1.

6.1.3 Bargaining Unit Seniority: the length of time employed as a Regular Employee within the Bargaining Unit including all time prior to the Certification of the Union as measured in Article 6.1.1.

6.2 Layoff:

Layoffs may occur as a result of lack of work, lack of funds, material change in duties or organization, the interests of economy or efficiency, or other causes as determined to be for the good of the city service by the Mayor.

- 6.2.1 The Department Director shall determine which Positions within the Department or Division are to be laid off.
- 6.2.2 The order in which Employees will be laid off shall be determined by the City based on Employee job knowledge, skill, performance and other qualifications; related to the existing and anticipated needs of city service. When two (2) Employees are equally qualified under such factors, the Employee with the most ~~City Bargaining Unit~~ Seniority shall be retained.
- 6.2.3 Prior to effectuating a layoff the Director shall schedule a meeting with the Union to review the layoff determination for possible alternatives to be suggested by the Union to effectuate any layoff as provided herein. Provided, however, the affected Employee may pursue opportunities pursuant to Article 5.3 and 5.5 to avoid layoff.
- 6.2.4 If an Employee desires and requests an alternative to layoff, as provided herein, the City may transfer or demote an Employee or authorize part-time employment as permitted herein.
- 6.2.5 Layoffs and substitutions, therefore, are not discipline matters.
- 6.2.6 Employees selected for layoff will be given as much notice as is required by Law or is practicable under the circumstances.

6.3 Reinstatements:

The names of persons laid off shall be maintained on a reinstatement list. Personnel policies and procedures shall provide for reinstating Employees from a reinstatement list. An Employee's name shall be maintained on the reinstatement list for up to one year (365 days) following the Employee's layoff.

- 6.3.1 Employees who are laid off shall be offered a reinstatement opportunity for a vacancy in a Bargaining Unit position for which they are qualified. Such offer of reinstatement shall be by Bargaining Unit seniority and a senior laid off Employee may elect to pass a reinstatement opportunity to another junior laid off Employee however passing on an opportunity does not alter/extend the Employee's position on the reinstatement list.

ARTICLE 7 — HOURS OF WORK, SCHEDULING & OVERTIME

7.1 Scheduling:

For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor recognizes a forty (40) hour work week, Monday through Sunday, for all regular Employees.

7.1.1 The workday for Employees generally consists of eight (8) consecutive hours with a regular assigned starting time for each Employee and generally for five (5) consecutive days within a seven (7) consecutive day period. Employees shall receive overtime for all hours worked beyond a normal workday.

7.1.2 The workweek will generally be Monday through Friday unless otherwise scheduled as provided herein.

7.1.3 Employees scheduled to work on their regularly scheduled days off shall be paid for all hours worked at the standard overtime rate. The employee's schedule may be flexed to address the hours worked on their regularly scheduled days off by mutual agreement.

7.1.43 Employees scheduled a four (4) day ten (10) hour schedule (4/10s) to work forty (40) hours in a one-week period scheduled over four (4) working days, each workday, holiday, or day of absence is recorded as ten (10) consecutive hours.

7.1.5 Individual divisions may establish regular work hours and starting times that meet the need of their particular duties.

7.1.64 Each Employee's scheduled work hours will be determined by his/her Division Director or designee. The Parties recognize the City may have a business need for different work schedules which may be established on a temporary or regular basis from time-to-time by the Department. Prior to effectuating a change in any Employee's or Employees' **regular** schedules there shall be a Labor Management Meeting (Article 3.4) between the Department (or designee), affected Employee as invited by the City, and the Union (or applicable steward) to explore changes in work schedules to provide necessary City services by division or workgroup.

7.1.75 The City may **temporarily** adjust the regular daily work schedule starting time ahead or back to meet the needs of City work provided affected Employees are provided at least sixty (60) hour notice and work/sleep impacts are considered by the City. If the City does not give sixty (60) hour notice to affected Employees scheduled starting times may be **temporarily** adjusted ahead or back by as much as three (3) hours to accommodate work needs. The Department Director or designated Supervisor will inform Employees of any changes with as much notice as is reasonably available regarding any **temporary** changes to their regular daily work schedule, including any meal periods/rest break changes and any other changes that are considered desirable by the City to effectuate City work. In the event the City should change the regular schedule of any Employee without complying with the provisions of 7.1.64 and/or 7.1.75 the Employee shall be paid at the overtime rate for such hours worked outside the regular schedule.

a. Temporary work schedules outside of normal hours: Should it become necessary for the City to schedule work on a temporary basis that requires employees to work between the hours of 6:00 p.m. and 6:00 a.m. the scheduled time shall be considered

shift work and shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to the employee's normal straight time hourly rate. The seventy-five cents (\$0.75) premium shall be applied to all hours worked on any day in which an employee is required to work a split shift. Split shifts shall be temporary. (This premium does not apply to 7.1.75 temporary schedule adjustments.)

7.1.86 Employees may request an alternative work schedule on a temporary or ongoing basis, provided such an alternative work schedule shall not result in overtime liability or other increased cost of any type to the City. The Supervisor and Department Director will determine if the requested schedule will adversely impact operational needs or otherwise be inconsistent with the City's interest. Alternative work schedules must be approved in writing by the Department Director. Approval may be withdrawn in the event it is determined that the arrangement is not in the City's best interest.

7.1.97 In the event of an emergency and/or adverse weather and/or natural disaster causes the change in an Employee's or Employees' schedule the following shall apply.

- a. In the event of inclement weather, an emergency or natural disaster, the City must continue to provide essential public services. Therefore, if the City determines to remain open, employees must make every reasonable effort to report to work if they can do so without endangering their personal safety or the safety of employee's family members. An employee who is unable to safely get to work or leaves work early because of unusual weather or other conditions may charge the time missed to vacation, sick leave, compensatory time, or use their floating holiday. If an employee has no leave available, he/she will be placed on leave without pay status for the time missed.
- b. Each department is required to maintain a telephone tree or other notification system to inform employees whether or not the City is open for business during inclement weather or emergencies, or to otherwise designate how employees will be notified or how to receive updated information.
- c. During periods of inclement weather, emergency or natural disaster, employees may be assigned emergency services work schedules other than their normal work assignments, and/or may be assigned to perform duties other than their regular duties.
- d. If due to inclement weather, emergency or natural disaster, the City determines either to send employees home before the conclusion of their workday or not to have employees come to work, the employees will be notified as soon as feasible, and employees will be paid their normal rate of pay for their regularly scheduled hours for that day.
- e. Employees who are required to perform essential services when City Hall is otherwise closed for more than one (1) hour will receive overtime at the rate of time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. Employees may request compensatory time in lieu of overtime. Department Directors will identify essential non-exempt employees.

7.1.108 Nothing in this Article 7.1 and Subsections is to avoid overtime after forty (40) hours in a week.

7.2 Vacation Scheduling:

As a public service enterprise, the City requires a predictable vacation scheduling process and must retain the ability to cancel a scheduled vacation when necessary to meet its public service obligations. All vacation leave shall be taken at a time mutually agreeable between the Employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create a negative impact, in the opinion of the City, on accomplishment of work. In the event the City would cancel an Employee’s vacation the Employee may claim reimbursement for the nonrefundable portion of prepaid vacation arrangements.

7.2.1 Full-time regular Employees will accrue paid vacation time on a monthly basis. The present rate is set forth below.

Years of Employment	Monthly Accrual	Vacation Hours Earned	Maximum Accrual of Hours Earned
0 – 5 years of service (1 st month through month 60)	8	96 hours/year	192 hours
6 – 10 years of service (month 61 through month 120)	10	120 hours/year	240 hours
11 – 15 years of service (month 121 through month 180)	13.33	159.96 hours/year	319.92 hours
16 – 20 years of service (month 181 through month 240)	15	180 hours/year	360 hours
21+ years of service (month 241 and beyond)	16.66	199.92 hours/year	399.84 hours

7.2.2 Part-time Employees who work twenty (20) hours or more per week are eligible to accrue paid vacation on a pro rata basis on their percentage of full-time employment. For example, a part-time Employee who regularly works seventy-five percent (75%) of a full-time schedule will accrue vacation hours equal to seventy-five percent (75%) of what a full-time Employee would earn. Full-time Employees who are on a temporary schedule change to Part-time for more than one half (1/2) month will have their vacation accruals adjusted to their part-time percentage. Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (1/2) a month, the Employee will not be eligible to accrue vacation leave. Part-time Employees working less than twenty (20) hours per week and temporary Employees do not receive paid vacation.

7.2.3 Vacation requests by Employees should be made at least thirty (30) calendar days but no less than seven (7) calendar days in advance. The Supervisor or designee shall respond to the employee request within three (3) business days. No such request shall be unreasonably denied.

- a. Requests made by an Employee to a granting Supervisor less than seven (7) calendar days in advance of the requested time off may be granted at the discretion of the City.

7.2.4 Vacation time off when granted shall be on a “first come first served” basis however, when two (2) or more Employee(s) are requesting the same days off the senior Employee(s) will be granted the time off they request unless such time off would interfere with the operations of the City or create an adverse impact on City work.

7.2.5 Regular full-time Marina Employees may be approved for vacation on a limited basis if staffing is available, during the summer holidays and boating season (Memorial Day through Labor Day).

7.2.6 Employees may accrue no more than the maximum accrual, according to their years of employment, as set forth in 7.2.1. Employees whose vacation balance exceeds the maximum accrual will cease earning vacation benefits until the vacation balance falls below the maximum accrual. In extraordinary circumstances, the Mayor may grant approval for an Employee to carry over the excess accrual. Request for carryover must be pre-approved in writing.

7.2.76 It is agreed that in the administration of the forgoing the Employees are responsible for managing their vacation requests and accruals.

7.3 Holidays:

~~Effective January 1, 2021,~~ The City of Oak Harbor provides paid time off for ~~thirteen~~ twelve (12) holidays per year for regular full-time Employees and part-time Employees regularly scheduled to work twenty (20) hours or more per week.

- a. ~~Effective January 1, 2022, the City of Oak Harbor provides paid time off for thirteen (13) holidays per year for regular full-time Employees and part-time Employees regularly scheduled to work twenty (20) hours or more per week. The 13th holiday provided in 2022 reflects recognition of the Juneteenth holiday.~~ The holidays observed at the time this CBA was adopted by the City are:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th (effective 1/1/2022)
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
Two (2) Floating Holidays	See below

7.3.1 Eligibility and Pay: In order to be eligible for a holiday, an Employee must be in a paid status on the regular workdays immediately preceding and immediately following the scheduled holiday. ~~A new Employee will be eligible for a floating holiday on their first~~

~~(1st) day of employment.~~ Full-time regular Employees will receive ~~holiday~~ eight (8) hours of pay equivalent to their regularly scheduled hours for the holiday (unless an alternative approach is established in a written agreement regarding an alternative work schedule). Part-time regular Employees who are regularly scheduled to work twenty (20) hours or more per week will receive holiday pay on a pro-rated basis.

7.3.2 Employees scheduled to work on any of the holidays referenced in Section 7.3 shall be compensated at the Employee's "time-and-one-half (1½) rate of pay for all hours worked on the holiday; plus, the Employee shall receive holiday pay equivalent to their regularly scheduled hours or may choose to float the holiday.

~~7.3.32~~ Floating Holidays: A floating holiday will be chosen by mutual agreement of an Employee and his/her Supervisor. A floating holiday must be taken in the same calendar year it is earned. At the end of the year unused floating holiday hours are forfeited, with the exception of an Employee who requested a floating holiday and the request was denied. Unused floating holidays cannot be cashed out at termination.

- a. A new employee hired between January 1st and September 30th of the calendar year will be eligible to use floating holidays after their first (1st) day of employment. A new employee hired on October 1st or after of the calendar year will not be eligible for any floating holidays until January 1st of the new calendar year.

~~7.3.34~~ The City recognizes some Employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the City's regular holiday schedule. Employees may use their accrued leave, excluding sick, or leave without pay for such occasions.

~~7.3.45~~ Should City Hall elect to release employees from work for any hours ~~more than one (1) hour~~ of the workday in recognition of a holiday not noted in 7.3 above, the employees covered by this agreement who are required to perform essential services shall receive compensation ~~overtime~~ at the rate of time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. ~~Employees may request compensatory time in lieu of overtime.~~ Department Directors will identify essential non-exempt employees.

7.4 Overtime:

Overtime shall be paid at the appropriate rate for all hours worked beyond the employee's regularly scheduled workday. In accordance with State and Federal Law, the City pays Employees who have a non-exempt status (that is, who are eligible for overtime pay) overtime for all hours worked in excess of forty (40) hours during the workweek. Paid time off ~~is not~~ shall be included as hours worked for overtime pay calculations. Non-exempt status is determined by legal standards based on the tasks and responsibilities associated with a job. Each Employee will be informed of their status at the time of hire. Questions about exempt or non-exempt status should be referred to Human Resources.

~~7.4.1~~ The ~~Public Works~~ Director or designee may schedule overtime or extra shifts, as needed. Employees are not permitted to work overtime without prior approval of their Department

Director. In extraordinary circumstances justified by unforeseen conditions, an Employee may work overtime without prior approval, so long as the Department Director or designee approves the overtime in writing no later than end of business the next business day.

7.4.2 For purposes of this Agreement the term “overtime” shall mean time-and-one-half (1½) the Employee’s straight time rate.

7.5 Standby Duty:

~~Where a Division routinely has a need for~~ The City requires one (1) employee to be on Standby duty or the “on-call” schedule every day of the year as follows:

Water: One (1) employee for water system operations and emergencies.

Clean Water Facility: One (1) employee for water treatment plant.

Operations: One (1) employee for operations and emergencies involving City transportation system (Streets), City parks, and storm system.

Employees to be on standby during non-working hours and to respond to emergency call-outs after normal working hours the Employer shall post a monthly schedule (calendar) of all qualified Division Employees, in rotation, for such standby duty with such modifications to the schedule as needed consistent with this Article 7.5.

a. To the extent the Employer may be able to do so, standby assignments shall be equally allocated to all qualified Employees within the Division. This provision shall not preclude alternative rotation methods agreeable to all such qualified Employees and Management.

b. Employees assigned to the “on-call” schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City equipment assigned to them that allow them to be reached, and can respond on site within forty-five (45)thirty (30) minutes.

c. Employees may trade assigned standby shifts with other qualified employees. Such trades shall not be for less than a complete standby shift, (i.e. each weekday or a full weekend day) and shall be documented on the work schedule at least three (3) days in advance of any trade. Standby shift trades with less than three (3) days’ notice shall be accompanied by an email to the Department Head when possible.

d. In the event of a needed accommodation, personal illness, or injury precludes an employee from serving their standby tour of duty, the employee must notify the department head or designee as soon as possible to ensure the City’s ability to respond to emergencies or calls is properly addressed. The City will be responsible for re-assigning the standby tour of duty.

e.e. The hours spent “on-call” are not considered hours worked.

~~d. Leads may take standby duty if it is determined by the Department Director to be in the best interest of the City and is on the same basis as all other qualified Employees. *Refer to Addendum, page 28*~~

f. Employees serving a standby tour of duty shall be paid three ~~thirty-two~~ dollars and twenty-five cents (\$32.2500) per hour per weekday or per weekend day (16 hours) of standby assignment ~~and forty-eight dollars (\$48.00) per weekend day (24 hours)~~ which amount is not a part of the regular wage rate.

e.g. At management discretion, employees who are performing standby duty may take a City vehicle home during non-working hours. The vehicle shall be assigned by the Employer for this purpose. City vehicle usage is for official City business only and must adhere to all City vehicle use policies established by the City.

7.6 Attendance and Punctuality:

Excessive tardiness and poor attendance disrupt workflow and customer service and will not be tolerated. Employees are expected to report for work punctually and to work all hours scheduled by their Supervisors including necessary overtime.

7.6.1 The parties recognize that Employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the Employee may be required to provide to the Employer a medical provider's note, in a form acceptable to the Employer, assuring the Employer of the Employee's fitness to perform the specific duties of his or her job or such light duty alternative as may be offered by the Employer before returning to work after an injury or illness.

7.6.2 An absence is considered to be unauthorized if the Employee has not followed proper notification procedures, or the absence has not been pre-approved. Failure to notify the Employer properly of any absence may result in loss of compensation for the absence and may be grounds for disciplinary action.

a. Employees unable to report to work on time should notify their Supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the Employee's usual starting time. Non-exempt Employees who are delayed in reporting for work more than thirty (30) minutes and who have not notified the Division Manager or the Department Director of their expected tardiness may lose the right to work the balance of the workday and such time off shall be without pay except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

7.6.3 Employees must report to the Division Manager or the Department Director after being late or absent and provide an explanation of the circumstances surrounding the tardiness or absence and, when applicable, comply with Article 7.6.1.

7.6.4 Employees who are scheduled by the Employer away from the premises for business reasons should inform their Division Manager or Department Director of their whereabouts during working hours.

7.6.5 Employees who report for work without proper equipment or in inappropriate attire may not be permitted to work as outlined in Article 7.6.1.

7.6.6 An Employee who reports for work in a condition unfit to work, for illness, injury or any other reason, will not be allowed to work and shall not be paid for resulting lost time except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

7.7 Call-Back Pay:

Employees will be granted a minimum of two (2) hours "call-back pay" for call-back work, i.e., irregular or occasional overtime work performed by an Employee on a day when no work is scheduled, or at a time that requires the Employee to return to work from an off-duty status. In calling back Employees, the City will post an annual signup list so that interested Employees may make their interest known. The City will consider an Employee's seniority along with other factors when assigning callback work from the signup list (if there is an active list) or otherwise.

7.7.1 Consistent with Article 7.6 the order of call back for Employees who are not on City approved leave will be as follows.

1. Employee who is on stand-by duty in those Divisions that have regular stand-by positions.
2. The classification of Employees within the division that normally performs the work and who have signed the signup list shall be offered the call back work; then,
3. If additional Employees are needed for the call back, the work will be offered to the remainder of the Bargaining Unit on the basis of best able to perform the available work then by seniority of those deemed best able to perform the work.

7.7.2 If at any time the City determines it lacks sufficient workers to accomplish the task to be performed on a callback after following the above the City may call any Employee it deems needed and such Employee, subject to availability, shall promptly report for the callback assignment.

7.8 Special Event Scheduling: If an employee is scheduled to work as a part of a special event, the employee is entitled to a minimum of two (2) hours compensation at the appropriate rate of pay. In the event the employee is required to return to work a second time on the same day, the compensation shall be either the two (2) hour minimum, or actual time worked, whichever is greater.

7.9 Compensatory Time Off: In lieu of overtime pay, full-time non-exempt Employees may request to receive compensatory time off (comp time) in lieu of overtime, at the same rate that the overtime hours are due (usually one and one half (1.5) times hours worked). The maximum amount of compensatory time that an Employee may accrue is one hundred-sixty (160) hours. Once an Employee has reached that accrual level, overtime compensation will be paid for any overtime hours worked.

7.9.1 Employee election of comp time in lieu of overtime is with the following understanding:

- a. Comp time generally cannot be carried over and must be used in the calendar year in which it was earned.
- b. Except as provided below comp time still on the books at the end of the calendar year will be paid and the accrual reset to zero (0) as of January 1 of the following year.

- c. Employees may request to carryover comp time if the Employee has a scheduled and approved leave for which the Employee has no other accrued leave (sick or vacation) to cover the scheduled absence in the following year.
- d. Comp time must be used before vacation leave and leave without pay (or be converted to cash overtime).

7.10 Meal and Break Periods:

Full-time Employees are allowed an unpaid meal period which must be taken between two (2) and five (5) hours after the start of the work shift. Meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, as assigned by the Department Director. Part-time Employees scheduled to work more than five (5) consecutive hours during any workday will receive a meal period of the same duration as full-time Employees in their department. Meal period duration may be changed upon notice up to the commencement of the meal period due to unforeseen or emergent situations in order to efficiently address City service.

- a. If during the course of an employee's unpaid lunch period, the employee is required to respond in order to assist the City in continued workflow, the employee may contact his or her supervisor to provide notice of the amount of time they were disrupted. Time spent assisting the City during an employee's unpaid meal period shall be considered time worked and shall not be counted toward the unpaid meal period.

7.10.1 Employees required to work more than ten (10) hours in any workday will be allowed a second meal period no later than six (6) hours after returning from their first meal period.

7.10.2 Non-exempt Employees are entitled to a paid fifteen (15) minute break for every four (4) hours of working time usually taken between the second (2nd) and third (3rd) hour of each work period. The ~~Public Works~~ Director or designee shall schedule time for non-exempt Employee's break periods on a case-by-case basis as necessary to efficiently address City services. Where the nature of the work allows Employees to take intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours, scheduled rest periods are not required.

7.10.3 Time spent on breaks will be compensated as work time. ~~All break time shall include all travel away from the worksite. Employees are expected to be punctual in starting and ending their breaks and may be disciplined for tardiness. There shall be no incidental personal use of City vehicles during breaks. Personal use does not include such use that substitutes for the City lunch/break room. The City reserves the right to limit the use of City vehicles for Employee observance of breaks and lunches at Non-City facilities at any time upon thirty (30) day notice of the change where such change is for legitimate business reasons including bona fide adverse citizen perception regarding efficient use of City workforces. The City agrees it shall be available to bargain the impact of such limitation during the thirty (30) day notice period.~~

7.10.4 Employees are required to take their breaks and are not permitted to use break time to lengthen their meal period or shorten their workday.

ARTICLE 8 – WAGES & POSITIONS

8.1 Positions:

Employee Positions covered by this Agreement are attached as Appendix A and a part hereof by this reference.

8.2 Wages:

The wage table for Bargaining Unit Employees is attached as Appendix A and is a part hereof by this reference.

~~a. — Effective January 1, 2021, the base monthly wages shall be increased by two percent (2%) cost of living adjustment (COLA). All employees covered by this agreement shall be placed in the new ten (10) step wage matrix at their current range and step.~~

~~ab.~~ Effective January 1, 2024~~2~~, the base monthly wages shall be increased by ~~three~~ two percent (~~32~~%) cost of living adjustment (COLA) and a two percent (2%) market adjustment.

~~b. —~~ b. Effective January 1, 2025~~3~~, the base monthly wages shall be increased by two and a half percent (2.5%) cost of living adjustment (COLA).

8.2.1 During the life of this agreement for the years 2024~~1~~-2025~~3~~, should the City provide a greater cost of living increase to non-represented employees above the two (2) percent negotiated in this agreement, the same shall be applied to the base monthly wages of each step and range in this agreement and shall be paid beginning on the same month as provided to non-represented employees.

8.3 Longevity:

~~Effective January 1, 2022,~~ Longevity pay shall be administered, using the following scale, and is to be added to the employee's base monthly salary after completion of five (5) consecutive years of ~~continuous full-time~~ employment with the City, from most recent date of hire or rehire, and shall increase at the rate of five dollars (\$5.00) per month for every consecutive year worked to a maximum of one hundred fifty dollars (\$150.00) per month at thirty (30) years of employment.

8.3.1 Upon completion of the fifth (5th) year of employment, an employee shall receive twenty-five dollars (\$25.00) per month.

8.3.2 Upon the anniversary date of each consecutive year of employment, the employee shall receive an additional five dollars (\$5.00) per month to a maximum of one hundred fifty dollars (\$150.00) at thirty (30) years of employment.

After complete years of employment	Amount per month	After complete years of employment	Amount per month
5	\$25.00	18	\$90.00
6	\$30.00	19	\$95.00
7	\$35.00	20	\$100.00
8	\$40.00	21	\$105.00
9	\$45.00	22	\$110.00
10	\$50.00	23	\$115.00
11	\$55.00	24	\$120.00
12	\$60.00	25	\$125.00
13	\$65.00	26	\$130.00
14	\$70.00	27	\$135.00
15	\$75.00	28	\$140.00
16	\$80.00	29	\$145.00
17	\$85.00	30	\$150.00

8.3.3 Longevity pay adjustments shall become effective the first of the month, coinciding with or following the employee’s anniversary date of employment.

8.3.4 Anniversary Date:

- a. An employee’s anniversary date is the first of that month if their hire, promotion, or transfer date is between the 1st and 15th of the month.
- b. An employee’s anniversary date is the first of the following month if their hire, promotion, or transfer date is between the 16th and/or the last day of the month.

ARTICLE 9 — EMPLOYEE BENEFITS

9.1 Health and Welfare Benefits:

Eligibility and continued Employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

9.2 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the Bargaining Unit and their enrolled dependents shall be consistent with the provisions of this Article and Section.

9.3 The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled **Employees** a group medical, dental, and vision plan at no cost to the Employee during the term of this Agreement. In the event of extraordinary increases in group insurance

premiums imposed by the group insurance carrier(s), the Employer and Union agree to reopen this Article for renegotiation.

- 9.4 Employees are entitled to obtain insurance coverage under the City’s health insurance programs for their spouse or domestic partner, as well as any dependents, subject to any cost-sharing and eligibility requirements.
- 9.5 Employees who want to obtain coverage for a spouse or domestic partner will need to complete an affidavit of marriage or domestic partnership. Employees should contact the Human Resources Department for appropriate forms.
- 9.6 Benefits Eligibility for Regular Part-time Employees: Employees who work twenty (20) hours per week are eligible for Employee health care coverage, but must pay for spouse, domestic partner and dependent health care coverage. Employees who work thirty-two (32) hours or more but less than forty (40) hours per week on a regular basis are eligible for partial payment of spouse, domestic partner and dependent health care coverage.
- 9.7 The Employer shall pay ~~ninetyeighty~~ percent (980%) of the premium amount required to provide eligible enrolled spouses and dependents of enrolled Employee covered by this Agreement with group medical and group dental insurance coverage. The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled spouses and dependents of enrolled Employees covered by this Agreement with vision insurance coverage.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- 10.1 Safety Equipment: It shall be mandatory that all Employees use at all times all issued safety equipment appropriate for the tasks they are assigned to perform. Employees shall at all times follow safety policies and procedures. Any Employee’s violation of safety may result in discipline as determined by the Employer. The Employer shall furnish proper safety devices for all Employees as prescribed by WISHA standards. If an employee works in a safety sensitive position requiring protective eyewear, and the employee wears prescription lenses, the City shall ~~annually reimburse pay for the purchase of~~ prescription safety eyewear up to four hundred dollars (\$400) per the employee’s request.
- 10.2 Uniforms and Equipment:
The Employer shall continue to supply such uniforms, personal equipment or other issued items as is needed for each Employee to perform their assignments. The Employer reserves the right to change type, quantity, quality, style, or any other attribute of any item the Employer shall provide to Employees. All items supplied to Employees by the Employer shall be and remain property of the Employer to be returned by the Employee upon request of the Employer.
- 10.3 Employees shall only wear items issued except where no item of a like nature has been issued by the Employer or as has been customarily permitted considering appropriateness of message, cleanliness, state of repair, free of commercial endorsement etc.

10.4 ~~Employees shall maintain all items issued to them by the Employer. Employees may wear shorts issued or approved by the Employer in the performance of their duties when doing so is not a violation of a law, an OSHA standard, L&I rule, or WAC.~~

10.5 ~~Employees shall maintain all items issued to them by the Employer.~~ Any Employer issued item _____ damaged through negligence of the Employee shall be replaced by the _____ Employee at their _____ expense.

10.6 The Employer shall replace any issued item as the Employer determines such replacement is needed; however, the City shall continue the maintenance of those items which have historically been maintained by the City.

The City shall supply:

a. ~~a.~~ Steel Toed Boots/Approved workwear: The City shall annually provide each Public Works Employee with up to ~~three~~ hundred dollars (\$~~32~~00.00) for the reimbursement of steel toed boots, and/or approved workwear in accordance with 10.3 of this agreement. Employees are to submit requests for reimbursement on a timely basis according to City Policy.

a-b. Non-skid, Non-marking Footwear: The City shall annually provide each Marina and Parks Employee with up to three hundred dollars (\$300.00), for the reimbursement of non-skid, non-marking footwear. Employees are to submit requests for reimbursement on a timely basis according to City Policy.

c. ~~b.~~ Commercial Driver's License (CDL) and Various Certification: The City shall continue to pay for and/or reimburse Employees for all CDL related costs and certification costs, as has been practice. Employees shall not be required to use accruals to obtain the CDL physical required under their job description. Employees shall be provided with paid time to obtain the required physical. Each Employee with a CDL or certification is responsible for maintaining and tracking the expiration dates of their certifications. Employees need to submit requests for reimbursement on a timely basis according to City policy.

e-d. Work Commitment: The City shall pay for all CDL related costs and certification costs, for Employees to obtain a Commercial Driver License (CDL) class A or B. Should an employee choose to separate from employment with the City before the third anniversary of the Employee's start date from commencement of full-time service subsequent to completion of the period of attainment of the CDL Class A or Class B certification, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).

10.7 Technology:

In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for Employees, the City agrees to give advance notice to the Union when a major technology change is being considered.

- a. In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on Design or Implementation Committee, and may request workers on Labor-Management Implementation Teams.
- b. In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used for lawful purposes.
- c. The City shall provide electronic communication devices for employees working in positions requiring access to phone, email, text messaging, or picture taking technology in the performance of their duties. The City shall pay all fees associated with the City provided electronic communication device and maintains proprietary ownership of the device.
- d. Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.
- ~~e.~~ City policy 3.04 shall apply and any discipline arising out of implementation of this article shall be subject to the grievance procedure as outlined in Article 12 of this Agreement.

ARTICLE 11 – DISCIPLINE

- 11.1 The City reserves the management right to discipline, up to and including terminating the service of, any Employee whose performance is not satisfactory.
- 11.2 The City may discipline Employees, up to and including discharge. Employees shall only be suspended without pay or discharged with “just cause”.
- 11.3 It is recognized that Management has a reserved right in Article 4 and in Article 11.1 to effectively manage the enterprise. If Management’s decision to discipline is exercised fairly and reasonably, using the test of “whether a reasonable person taking into account of all relevant facts and circumstances would find sufficient justification in the conduct of the Employee to warrant discipline/discharge”, then such Management decision shall not be disturbed.
- 11.4 Prior to suspending or terminating an Employee, except in situations in which the City determines immediate action is required, the City shall first notify the Employee and the Union, in writing, affording the Employee and/or Union the opportunity to resolve the issue with the City.
- 11.5 Written notification of possible City administered discipline will generally be made within fifteen (15) days from the time Management becomes aware the event giving rise to the possibility of discipline, by hand delivery, personal e-mail with USPS copy or by USPS mail alone, to the Employee and by e-mail or fax, to the Union.
- 11.6 In general, the City recognizes the principle of progressive discipline however such recognition is not an assurance that progressivity will be applicable in all cases.

- 11.7** The Employer agrees that in situations of poor work performance to advise the Employee and the Union regarding Employee performance failures. The Union shall have an opportunity to resolve such performance issues informally prior to the issuance of discipline; however, such Union effort at resolution shall not delay progressive discipline, should progressivity be applicable, when in the judgment of the City discipline should be administered.
- a.** The Employer shall provide a copy of any written record of discipline to the Employee and the Union. All performance related documents shall be retained in an Employee's personnel file. Employees shall have the ability to add a rebuttal to any record of discipline retained in the Employee's file.
 - b.** Any complaint about an Employee or Employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected Employee for response and, together with the Employee response, placed in the Employee's personnel file.
- 11.8** Should any party review the disciplinary decisions made by the City regarding any Employee, pursuant to Article 12 — Grievance Procedure or otherwise, such review shall include the Employee's entire work history with the City, with both the City and Union, reserving the right to advance arguments regarding the significance and facts of the Employee's work history.

ARTICLE 12 — GRIEVANCE PROCEDURE

- 12.1** Purpose: The purpose of this procedure is to provide for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this procedure shall preclude an Employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.
- 12.2** Definition of Grievances: A grievance is a dispute between the Employer and the Union, on its own or on behalf of an Employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.
- 12.3** Time Limits:
Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the Employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- a.** The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the Employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.
 - b.** Submissions will be considered timely under this Article if they are received by five (5:00) p.m. on the last day called for under the applicable time limit.

12.4 Submission of Grievances and Responses:

All grievances and requests for arbitration must be submitted to the Employer's Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).

- a. Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.
- b. Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

12.5 Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

12.6 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

12.7 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

12.8 Process:

- a. **Step 1.** The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) working days of the day the Employee(s) or the Union know or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) working days after receipt.
- b. **Step 2.** Should Step 1 fail to resolve the grievance, within ten (10) working days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for his or her consideration. The City Administrator will respond in writing to the grievance within ten (10) working days after receipt of the Step 2 grievance.
- c. **Step 3.** Should Step 2 fail to resolve the grievance, the Union may submit a written demand to arbitrate the grievance within ten (10) working days after its receipt of the City Administrators Step 2 response.

12.9 Arbitration.

Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the

American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

12.10 Authority. The Arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement.
- b. will be limited to his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it.

12.11 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, FMCS, or other mutually agreed source unless the parties agree otherwise in writing.

12.12 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the Employee(s).

12.13 Arbitration Costs.

- a. The expenses and fees of the arbitration and the cost (if any) of the hearing room will be shared equally between the Parties. If one Party chooses to use a court reporter, the requesting Party shall bear the costs associated with the court reporter. The other Party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.
- b. If the arbitration hearing is postponed or canceled because of one (1) Party, that Party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the Parties.
- c. Each Party is responsible for the costs of its Staff Representatives, Attorneys, Witnesses and all other costs related to the development and presentation of its grievance.

ARTICLE 13 — UNION LEAVE

13.1 Union Leave:

- a. The City shall grant time off to Employees requested by the Union as provided herein, without pay or benefits and without loss of seniority or City time-in-service, to any Employee designated by the Union, to attend a labor convention, seminar or training or to serve in any capacity on other official business.
- b. Prior to granting any Union Leave, the Union shall provide to the City no less than fourteen (14) calendar days written notice requesting the Leave be granted and specifying the Employee affected, the length of time off and the specific reason for the time off. An Employee(s) accepting an assignment with/for the Union may be granted a leave of absence,

pursuant to this Article, for up to fourteen (14) days which may be extended to ninety (90) days by agreement with the City.

- c. The City shall not be required by this Article 13, to grant leave to any Employee where such absence by the Employee would tend to interfere with the efficient conduct of the City's business.

ARTICLE 14 — SICK LEAVE/COMPASSIONATE LEAVE

- 14.1 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for Employee sick leave. Sick leave may be used for any purpose in accordance with the law.
- 14.2 All Employees shall be required to perform the essential duties of their position with or without a reasonable accommodation. The City shall be entitled to request medical or other documentation to verify the appropriate use of sick leave as well as any requested accommodation. Verification will typically be required when an Employee is absent for more than three (3) consecutive days. Verification requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.
- 14.3 Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than half (½) a month, the Employee will have their sick leave accrual adjusted to their part-time percentage, but in no instance shall sick leave accrual be less than the mandated accrual as determined by state law.
- 14.4 Compassionate Leave: An Employee shall be granted a paid leave of absence, as outlined in the City of Oak Harbor Employee Policy Manual.
- 14.5 Washington State Paid Family and Medical Leave: Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the city and the employee pursuant to the premium rates established by RCW 50A.04.115.

ARTICLE 15 — NON-DISCRIMINATION

- 15.1 In accordance with applicable Law, neither the City nor the Union shall discriminate against any Employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, pregnancy, marital status, sexual orientation, disability (as defined by ADA), military status, Union membership or any other characteristic protected by Law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate Federal or State agency or court. The Union recognizes the City is an Equal Opportunity Employer.

ARTICLE 16 — SEPARABILITY AND SAVINGS

16.1 If an Article or Section of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by Law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 17 -- TERM OF AGREEMENT

17.1 This Agreement shall become effective on the date of ratification, retroactive wherever specifically indicated herein, and shall remain in full force and effect until and through December 31, 202~~6~~³. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 202~~6~~³. In the event of written notice of a desire to change or modify the Agreement by either or both Parties, the wages, hours and conditions herein shall be modified only as permitted by Law and negotiations shall commence without undue delay after receipt of such notice.

17.2 Should the City determine there is economic justification; the City may open this Agreement by giving notice to and meeting with the Union. The City shall provide the Union with the information supporting the City's determination. The City and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

Signed this ____ day of _____, 202~~4~~¹.

BY: _____
Ronnie Wrightbert Severns, Mayor

CITY OF OAK HARBOR

BY: _____
Rich Ewing, Secretary-Treasurer

TEAMSTERS UNION LOCAL 231

ADDENDUM FOR LEAD EMPLOYEES

~~*THE PARTIES AGREE TO CONTINUE DISCUSSIONS AND WILL BARGAIN IN GOOD FAITH TO CLARIFY AND DELINEATE THE WORK ASSIGNMENTS AND SEPARATION OF LEAD ASSIGNMENTS FROM BARGAINING UNIT WORK IN REFERENCE TO 2.3, 5.7, AND 7.5 ABOVE.*~~

Appendix A -- Wages and Classifications

**City of Oak Harbor
Salary Structure
Teamsters Public Works (PW)**

Effective 1/1/2021

COLA = 1.0200 Step = 1.03
With a 2.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	3,881 22.39	3,996 23.06	4,116 23.74	4,238 24.45	4,366 25.19	4,498 25.95	4,633 26.73	4,770 27.52	4,913 28.34	5,060 29.19
WWTP Operator-In-Training	TB	3,956 22.82	4,075 23.51	4,196 24.21	4,322 24.93	4,450 25.67	4,584 26.45	4,724 27.25	4,864 28.06	5,010 28.91	5,161 29.77
	TC	4,116 23.74	4,238 24.45	4,366 25.19	4,498 25.95	4,633 26.73	4,770 27.52	4,913 28.35	5,061 29.20	5,213 30.08	5,369 30.98
Administrative Assistant - Engineer	TD	4,280 24.69	4,408 25.43	4,542 26.20	4,678 26.99	4,816 27.79	4,961 28.62	5,111 29.49	5,264 30.37	5,422 31.28	5,585 32.22
WWTP Operator I	TE	4,322 24.93	4,450 25.67	4,584 26.45	4,724 27.25	4,864 28.06	5,008 28.89	5,159 29.76	5,315 30.66	5,475 31.58	5,639 32.53
Facilities & Utilities Worker Parks Specialist II Solid Waste Collector II	TF	4,542 26.20	4,678 26.99	4,816 27.79	4,961 28.62	5,111 29.49	5,264 30.37	5,422 31.28	5,586 32.22	5,753 33.19	5,926 34.19
Storm Drain/WW Collections Spec II Streets Spec II Water Spec II	TG	4,678 26.99	4,816 27.79	4,961 28.62	5,111 29.49	5,264 30.37	5,422 31.28	5,586 32.22	5,750 33.17	5,922 34.17	6,100 35.19
Water Quality Specialist (2020) WWTP Operator II	TH	4,865 28.07	5,008 28.89	5,160 29.77	5,315 30.66	5,475 31.59	5,639 32.53	5,809 33.51	5,980 34.50	6,160 35.54	6,344 36.60
Engineer Technician	TI	4,913 28.35	5,061 29.20	5,213 30.08	5,369 30.98	5,530 31.91	5,695 32.85	5,866 33.84	6,042 34.86	6,224 35.91	6,410 36.98
Diesel Mechanic SD/WW Compliance Insp/Ed	TJ	4,961 28.62	5,111 29.49	5,264 30.37	5,422 31.28	5,586 32.22	5,750 33.17	5,923 34.17	6,102 35.20	6,285 36.26	6,473 37.35
WWTP Laboratory Technician	TK	5,008 28.89	5,159 29.76	5,335 30.78	5,474 31.58	5,638 32.52	5,808 33.51	5,979 34.50	6,159 35.53	6,344 36.60	6,534 37.70
Construction Inspector Senior Engineering Technician (2020)	TL	5,264 30.37	5,422 31.28	5,586 32.22	5,750 33.17	5,923 34.17	6,102 35.20	6,284 36.26	6,473 37.34	6,667 38.46	6,867 39.62

City of Oak Harbor
Salary Structure
Teamsters Public Works (PW)

Effective 1/1/2022

COLA = 1.0200 Step = 1.03
With a 2.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	3,959 22.84	4,076 23.52	4,198 24.22	4,323 24.94	4,453 25.69	4,588 26.47	4,725 27.26	4,865 28.07	5,011 28.91	5,161 29.78
WWTP Operator-In-Training	TB	4,035 23.28	4,156 23.98	4,280 24.69	4,408 25.43	4,539 26.19	4,676 26.97	4,818 27.80	4,962 28.63	5,111 29.48	5,264 30.37
	TC	4,198 24.22	4,323 24.94	4,453 25.69	4,588 26.47	4,725 27.26	4,865 28.07	5,012 28.91	5,162 29.78	5,317 30.68	5,477 31.60
Administrative Assistant - Engineer	TD	4,366 25.19	4,497 25.94	4,633 26.73	4,771 27.53	4,913 28.34	5,061 29.20	5,213 30.08	5,370 30.98	5,531 31.91	5,697 32.86
WWTP Operator I	TE	4,408 25.43	4,539 26.19	4,676 26.97	4,818 27.80	4,962 28.63	5,108 29.47	5,262 30.36	5,422 31.28	5,584 32.22	5,752 33.18
Facilities & Utilities Worker Parks Specialist II Solid Waste Collector II	TF	4,633 26.73	4,771 27.53	4,913 28.34	5,061 29.20	5,213 30.08	5,370 30.98	5,531 31.91	5,697 32.87	5,868 33.85	6,044 34.87
Storm Drain/WW Collections Spec II Streets Spec II Water Spec II	TG	4,771 27.53	4,913 28.34	5,061 29.20	5,213 30.08	5,370 30.98	5,531 31.91	5,697 32.87	5,865 33.84	6,041 34.85	6,222 35.90
Water Quality Specialist (2020) WWTP Operator II	TH	4,963 28.63	5,108 29.47	5,263 30.37	5,422 31.28	5,585 32.22	5,751 33.18	5,925 34.18	6,100 35.19	6,283 36.25	6,471 37.33
Engineer Technician	TI	5,012 28.91	5,162 29.78	5,317 30.68	5,477 31.60	5,641 32.54	5,809 33.51	5,983 34.52	6,163 35.56	6,348 36.62	6,539 37.72
Diesel Mechanic SD/WW Compliance Insp/Ed	TJ	5,061 29.20	5,213 30.08	5,370 30.98	5,531 31.91	5,697 32.87	5,865 33.84	6,042 34.86	6,224 35.91	6,410 36.98	6,603 38.09
WWTP Laboratory Technician	TK	5,108 29.47	5,262 30.36	5,441 31.39	5,584 32.21	5,750 33.17	5,924 34.18	6,099 35.19	6,282 36.24	6,470 37.33	6,665 38.45
Construction Inspector Senior Engineering Technician (2020)	TL	5,370 30.98	5,531 31.91	5,697 32.87	5,865 33.84	6,042 34.86	6,224 35.91	6,410 36.98	6,602 38.09	6,800 39.23	7,004 40.41

**City of Oak Harbor
Salary Structure
Teamsters Public Works (PW)**

Effective 1/1/2023

COLA = 1.0200 Step = 1.03
With a 2.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	4,038	4,158	4,282	4,409	4,542	4,680	4,820	4,962	5,111	5,264
		23.30	23.99	24.70	25.44	26.20	27.00	27.81	28.63	29.49	30.37
WWTP Operator-In-Training	TB	4,115	4,240	4,366	4,496	4,630	4,769	4,914	5,061	5,213	5,369
		23.74	24.46	25.19	25.94	26.71	27.51	28.35	29.20	30.07	30.98
	TC	4,281.97	4,409.32	4,541.97	4,679.93	4,820.01	4,962.21	5,111.84	5,265.71	5,424	5,586
		24.70	25.44	26.20	27.00	27.81	28.63	29.49	30.38	31.29	32.23
Administrative Assistant - Engineer	TD	4,453	4,587	4,726	4,867	5,011	5,162	5,318	5,477	5,641	5,810
		25.69	26.46	27.26	28.08	28.91	29.78	30.68	31.60	32.55	33.52
WWTP Operator I	TE	4,496	4,630	4,769	4,914	5,061	5,211	5,368	5,530	5,696	5,867
		25.94	26.71	27.51	28.35	29.20	30.06	30.97	31.90	32.86	33.85
Facilities & Utilities Worker Parks Specialist II Solid Waste Collector II	TF	4,726	4,867	5,011	5,162	5,318	5,477	5,641	5,811	5,986	6,165
		27.26	28.08	28.91	29.78	30.68	31.60	32.55	33.53	34.53	35.57
Storm Drain/WW Collections Spec II Streets Spec II Water Spec II	TG	4,867	5,011	5,162	5,318	5,477	5,641	5,811	5,982	6,161	6,346
		28.08	28.91	29.78	30.68	31.60	32.55	33.53	34.51	35.55	36.61
Water Quality Specialist (2020) WWTP Operator II	TH	5,062	5,211	5,369	5,530	5,697	5,866	6,044	6,222	6,409	6,601
		29.20	30.06	30.97	31.90	32.86	33.84	34.87	35.90	36.97	38.08
Engineer Technician	TI	5,112	5,266	5,424	5,586	5,754	5,925	6,103	6,287	6,475	6,669
		29.49	30.38	31.29	32.23	33.20	34.18	35.21	36.27	37.36	38.48
Diesel Mechanic SD/WW Compliance Insp/Ed	TJ	5,162	5,318	5,477	5,641	5,811	5,982	6,162	6,348	6,539	6,735
		29.78	30.68	31.60	32.55	33.53	34.51	35.55	36.62	37.72	38.85
WWTP Laboratory Technician	TK	5,211	5,368	5,550	5,696	5,865	6,043	6,221	6,408	6,600	6,798
		30.06	30.97	32.02	32.86	33.84	34.86	35.89	36.97	38.08	39.22
Construction Inspector Senior Engineering Technician (2020)	TL	5,477	5,641	5,811	5,982	6,162	6,348	6,538	6,734	6,936	7,145
		31.60	32.55	33.53	34.51	35.55	36.62	37.72	38.85	40.02	41.22

**City of Oak Harbor
Salary Structure
Teamsters-Marina
2023**

Step/Range Diff= 1.03

With a 2.00% Increase from previous year

Classifications	Salary Range	Proficiency Level							
		1	2	3	4	5	6	7	8
Marina Operations Specialist I	M-302	4,157	4,284	4,409	4,543	4,681	4,821	4,965	5,114
Marina Maintenance Attendant I		23.98	24.72	25.44	26.21	27.01	27.81	28.65	29.50
Marina Operations Specialist II	M-304	4,409	4,543	4,681	4,821	4,965	5,114	5,267	5,428
Marina Maintenance Attendant II		25.44	26.21	27.01	27.81	28.65	29.50	30.39	31.32
Marina Operations Specialist III	M-305	4,542	4,680	4,821	4,965	5,114	5,267	5,424	5,590
Marina Maintenance Attendant III		26.20	27.00	27.81	28.65	29.50	30.39	31.29	32.25

City of Oak Harbor
Salary Structure
Teamsters Marina, Parks, and Public Works

Effective **1/1/2024**

COLA = 1.0500 Step = 1.03
 With a 5.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	4,240 24.46	4,366 25.19	4,496 25.94	4,630 26.71	4,769 27.51	4,914 28.35	5,061 29.20	5,210 30.06	5,367 30.96	5,528 31.89
Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT)	TB	4,321 24.93	4,452 25.68	4,584 26.45	4,721 27.24	4,862 28.05	5,008 28.89	5,160 29.77	5,314 30.66	5,473 31.58	5,638 32.52
Marina Maintenance Attendant III Marina Operations Specialist III	TC	4,496 25.94	4,630 26.71	4,769 27.51	4,914 28.35	5,061 29.20	5,210 30.06	5,367 30.97	5,529 31.90	5,695 32.86	5,866 33.84
Administrative Assistant - Engineering	TD	4,675 26.97	4,816 27.78	4,962 28.63	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,101 35.20
WWTP Operator I	TE	4,721 27.24	4,862 28.05	5,008 28.89	5,160 29.77	5,314 30.66	5,471 31.56	5,636 32.52	5,806 33.50	5,981 34.50	6,160 35.54
Facility Utility Maintenance Parks Specialist II Solid Waste Collector II	TF	4,962 28.63	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,285 36.26	6,473 37.35
Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III	TG	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,470 37.32	6,664 38.44
Water Quality Specialist WWTP Operator II	TH	5,315 30.66	5,471 31.56	5,637 32.52	5,806 33.50	5,981 34.51	6,160 35.54	6,346 36.61	6,533 37.69	6,729 38.82	6,931 39.99
Engineer Technician Water Specialist III	TI	5,367 30.97	5,529 31.90	5,695 32.86	5,866 33.84	6,042 34.86	6,221 35.89	6,408 36.97	6,601 38.08	6,799 39.22	7,003 40.40
Diesel Mechanic SD/WW Compliance Inspector/Educator	TJ	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,471 37.33	6,666 38.46	6,866 39.61	7,071 40.80
WWTP Laboratory Technician	TK	5,471 31.56	5,636 32.52	5,828 33.62	5,980 34.50	6,159 35.53	6,345 36.60	6,532 37.68	6,728 38.82	6,930 39.98	7,138 41.18
Construction Inspector Senior Engineering Technician Lab Chemist	TL	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,471 37.33	6,666 38.46	6,865 39.61	7,071 40.80	7,283 42.02	7,502 43.28
WWTP Operator III	TM	5,923 34.17	6,101 35.20	6,285 36.26	6,470 37.32	6,665 38.45	6,866 39.61	7,071 40.79	7,283 42.02	7,502 43.28	7,727 44.58
	TN	6,101 35.20	6,284 36.25	6,473 37.35	6,664 38.44	6,865 39.60	7,071 40.80	7,283 42.02	7,502 43.28	7,727 44.58	7,959 45.92
Maintenance Foreman Operations Foreman	TO	6,284 36.25	6,473 37.34	6,668 38.47	6,864 39.60	7,071 40.79	7,284 42.02	7,502 43.28	7,727 44.58	7,959 45.92	8,197 47.29

City of Oak Harbor
Salary Structure
 Teamsters Marina, Parks, and Public Works

Effective 1/1/2025

COLA = 1.0250 Step = 1.03
 With a 2.50% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	4,346 25.07	4,475 25.82	4,608 26.59	4,746 27.38	4,888 28.20	5,037 29.06	5,188 29.93	5,341 30.81	5,501 31.74	5,666 32.69
Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT)	TB	4,429 25.55	4,563 26.32	4,699 27.11	4,839 27.92	4,983 28.75	5,133 29.61	5,289 30.51	5,447 31.42	5,610 32.37	5,779 33.34
Marina Maintenance Attendant III Marina Operations Specialist III	TC	4,608 26.59	4,746 27.38	4,888 28.20	5,037 29.06	5,188 29.93	5,341 30.81	5,502 31.74	5,667 32.70	5,837 33.68	6,012 34.69
Administrative Assistant - Engineering	TD	4,792 27.65	4,936 28.48	5,086 29.34	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,071 35.03	6,253 36.08
WWTP Operator I	TE	4,839 27.92	4,983 28.75	5,133 29.61	5,289 30.51	5,447 31.42	5,608 32.35	5,777 33.33	5,952 34.34	6,130 35.37	6,314 36.43
Facility Utility Maintenance Parks Specialist II Solid Waste Collector II	TF	5,086 29.34	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,442 37.16	6,635 38.28
Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III	TG	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,631 38.26	6,830 39.41
Water Quality Specialist WWTP Operator II	TH	5,448 31.43	5,608 32.35	5,778 33.33	5,952 34.34	6,131 35.37	6,314 36.43	6,504 37.53	6,696 38.63	6,897 39.79	7,104 40.99
Engineer Technician Water Specialist III	TI	5,502 31.74	5,667 32.70	5,837 33.68	6,012 34.69	6,193 35.73	6,376 36.79	6,568 37.89	6,766 39.03	6,969 40.21	7,178 41.41
Diesel Mechanic SD/WW Compliance Inspector/Educator	TJ	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,632 38.26	6,832 39.42	7,037 40.60	7,248 41.82
WWTP Laboratory Technician	TK	5,608 32.35	5,777 33.33	5,973 34.46	6,130 35.36	6,313 36.42	6,503 37.52	6,695 38.63	6,896 39.79	7,103 40.98	7,316 42.21
Construction Inspector Senior Engineering Technician Lab Chemist	TL	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,632 38.26	6,832 39.42	7,037 40.60	7,248 41.81	7,465 43.07	7,689 44.36
WWTP Operator III	TM	6,071 35.03	6,254 36.08	6,442 37.16	6,631 38.26	6,831 39.41	7,037 40.60	7,248 41.81	7,465 43.07	7,689 44.36	7,920 45.69
	TN	6,253 36.08	6,441 37.16	6,635 38.28	6,830 39.41	7,036 40.59	7,248 41.82	7,465 43.07	7,689 44.36	7,920 45.69	8,158 47.06
Maintenance Foreman Operations Foreman	TO	6,441 37.16	6,635 38.28	6,834 39.43	7,035 40.59	7,247 41.81	7,466 43.07	7,689 44.36	7,920 45.69	8,158 47.06	8,402 48.47

LABOR AGREEMENT

BETWEEN

The CITY OF OAK HARBOR

AND

TEAMSTERS UNION, LOCAL NO. 231

REPRESENTING

**CITY OF OAK HARBOR MARINA, PARKS, AND
PUBLIC WORKS EMPLOYEES**

Effective January 1, 2024 through December 31, 2025



LABOR AGREEMENT
BETWEEN
The CITY OF OAK HARBOR (Employer)
AND
TEAMSTERS UNION, LOCAL NO. 231 (Union)
REPRESENTING
CITY OF OAK HARBOR MARINA, PARKS, AND PUBLIC WORKS EMPLOYEES
January 1, 2024 through December 31, 2025

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LABOR AGREEMENT
BETWEEN
The CITY OF OAK HARBOR (Employer)
AND
TEAMSTERS UNION, LOCAL NO. 231 (Union)
REPRESENTING
CITY OF OAK HARBOR MARINA, PARKS, AND PUBLIC WORKS EMPLOYEES
January 1, 2024 through December 31, 2025

ARTICLE 1 - PURPOSE AND SCOPE

- 1.1** This Agreement shall set out the terms and conditions of employment in satisfaction of the Bargaining Parties mutual obligations as set out in RCW 41.56.
- 1.2** The Parties recognize the City has adopted City Code Chapter 2.34 PERSONNEL (<http://www.codepublishing.com/WA/OakHarbor/>) and its subsections along with an Employee Policy Manual (EPM) adopted in 2012 providing for the general terms and conditions of employment (collectively City Policy). City Policy is included in this Agreement by this reference. Where this Agreement addresses a topic or provision also contained in City Policy this Agreement shall prevail as to any conflicting provisions. This Agreement shall supplement City Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in City Policy.
- 1.3** In the event the Employer shall desire to modify City Policy or adopt new Policies applicable to Bargaining Unit Employees where such modification or adoption shall, pursuant to RCW 41.56, require the Employer to bargain regarding such modification or adoption the Employer shall give not less than thirty (30) days' notice to the Union and upon request satisfy the Employer's duty as required by RCW 41.56 prior to such modification or adoption being applied to Bargaining Unit Employees.
- 1.4** The Parties recognize that the Marina is a division of City Government as established in Oak Harbor Municipal Code Chapter 2.38.

ARTICLE 2 – RECOGNITION

- 2.1** The City of Oak Harbor (the City) recognizes Teamsters Local Union #231 (the Union) as the sole Collective Bargaining agent for the Bargaining Unit as described in the certification of representation issued by the Public Employee Relations Commission (PERC) of the State of Washington in 2012, for Regular Full-time and Regular Part-time Marina, Parks, and Public Works Employees of the City.

- 2.2 All Collective Bargaining with respect to wages, hours and general working conditions of employment shall be conducted by authorized Representatives of the Union and authorized Representatives of the City to the extent required by RCW 41.56.
- 2.3 Bargaining Unit Work: It is the understanding and agreement of the Parties that Bargaining Unit work shall be performed by persons that are members of the Bargaining Unit. It shall not be a violation of this Agreement for Supervisors to perform work in the course of their normal duties including instructing or training of Employees, in assuring proper standards of work or job performance and, in continuing the flow of work.

ARTICLE 3 - UNION RIGHTS

- 3.1 Dues Processing: The Union will notify the City of its initiation fees and dues. The City agrees to deduct such membership initiation fees and dues from the wages of employees who have authorized deductions in writing. The payroll deduction will begin the pay period following receipt of the authorization form. The City will remit to the Secretary-Treasurer of Teamsters Union Local No. 231 said monies together with a list of employees and amounts to be credited on their behalf.
- a. Revocation: The Union will promptly furnish the Employer written notification from an employee who revokes consent of the deduction of Union initiation fees and dues. Once notified, the Employer will stop deducting initiation fees and dues.
 - b. Indemnification: The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.
 - c. Notification to Union of New Hires: The City agrees to attempt to notify the Union of new hires within seven (7) days of hire. Notification will be in writing and will include name, date of hire, classification, and work location and phone number.
- 3.2 New Hire Orientation: The City will provide the Union thirty (30) minutes, during the employees' regular working hours, for purposes of presenting information about the bargaining unit and union membership. The Union Business Representative and Shop Steward will be allowed to attend this new hire orientation so long as the Shop Steward's attendance does not adversely affect business operations. This shall generally occur within the first two (2) weeks of an employee's date of hire but in no instance later than ninety (90) calendar days.
- 3.3 Union Bulletin Board: At the City's discretion regarding location and amount of space allocated, the City shall provide the Union with a designated bulletin board at the Public Works and Wastewater Treatment Plant break rooms, and the Marina where the Union may post its notices. All costs incidental to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion. No posting shall be of a discriminatory or denigrating nature.

- 3.4** Labor/Management Meetings: In the interest of mutual trust and open communication between the parties and to improve employee/employer relations, the parties agree to establish Labor/ Management Meetings to meet on a quarterly basis or as needed upon the request of either party. Prior to the meeting, each party will submit an agenda of items to be discussed. 3.4.1 Any applicable employee may be invited to attend, as long as staffing needs are adequately met and with advanced approval of the Supervisor.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** All Management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized and the layout thereof; the right to establish or change schedules of work; establish evaluations and standards of performance which shall be uniform within a particular division (different divisions may have different evaluations and standards); the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, technological changes; the right to maintain order and efficiency; the right to continue to contract or subcontract any work as it has done in the past, provided that any new kind of contracting shall be subject to impact Bargaining; the right to use volunteers; the right to use criminal justice work-crews on City work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business, or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of Employees and the direction of the Employees, including but by no means whatever limited to, hiring, selecting and training of new Employees, suspending or discharge; scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its Employees.
- a.** The Employer and the Union agree that the above statement of Management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to Management, including those prerogatives granted by Law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of Management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement. The Management rights provision shall be liberally construed to effectuate its purpose of reserving to Management a broad scope of authority.
 - b.** The exercise of Management's Rights shall not be subject to the grievance procedure of this Agreement. Provisions of this Article and/or Agreement which expressly and specifically surrender, or limit management rights may be grieved.
- 4.2** Performance of Duty: During the term of this Agreement, the Union shall not cause or condone any work stoppage, sick out, strike, slowdown or other interference with the Employer's functions by Employees under this Agreement, and should same occur, the Union agrees to take all steps to

end such interference. Employees covered by this Agreement, who take part in any of the foregoing actions may be subject to such disciplinary action up to and including discharge as shall be determined by the Employer.

- 4.3** Picket Lines: Consistent with Article 4.2, the City recognizes the individual statutory rights of Employees to observe on an individual rights basis, as such individual rights may exist for the observing Employee, Teamsters' Union authorized picket lines. No Employee shall be disciplined or otherwise sanctioned by either Party because of the Employee's individual decision regarding such a picket line. It is understood that the City shall provide normal services without regard to any picket line using whatever means it can avail itself of and that there shall be no guarantee of work to an Employee asserting their individual options to not fully perform their assigned work.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Employee Classifications:

For a variety of reasons, it is helpful to define the working classification of each Employee employed by the City. Each position has a job description which will be provided to the Employee by Human Resources at the time of hire. Employment classifications relate to the nature of the job responsibilities, work schedule and participation in City benefit programs. The City recognizes the following Employee classifications:

- a. Full-time: A regular Employee working in a regularly budgeted position allocated at least thirty-two (32) hours per week.
 - o Regular Full-Time Employee: is an individual who works a normal forty (40) hour work week.
- b. Part-time: An Employee working in a regularly budgeted position allocated to work hours of less than thirty-two (32) hours per week whose hours may be regular or irregular. An Employee who is regularly scheduled to work less than twenty (20) hours per week are not generally entitled to City-provided benefits.
 - o Regular Part-Time Employee: is an individual who works less than a normal forty (40) hour workweek and is hired for an indefinite period.
- c. Probationary: An Employee who has not yet completed his/her probationary period.
- d. Regular: An Employee who has successfully completed his or her probationary period and is retained in a fully budgeted position in the biennial budget.
- e. Temporary: an individual hired on a temporary basis. Temporary Employees shall not be eligible for City-provided benefits or accrue seniority. Temporary employment shall not exceed a maximum of one (1) year. Temporary Employees may be eligible for Public Employees' Retirement benefits dependent upon duration of appointment and hours worked.
 - o Temporary Employee: generally, is an individual who is hired either part-time or full-time for a specified, limited period. A temporary Employee who works more than one thousand forty (1040) regular hours in a calendar year shall be required to join the applicable Bargaining Unit but shall not become a Regular Employee

until such Temporary Employee shall apply for and be hired into a Regular position.

5.1.1 In addition to the foregoing classifications, all Employees classified as Fair Labor Standards Act/Washington Minimum Wage Act exempt or non-exempt can be seen as:

- a. Exempt: Exempt Employees are ordinarily paid on a salary basis and are not eligible for overtime pay.
- b. Non-Exempt: Non-exempt Employees are ordinarily paid by the hour and are eligible for overtime pay.

5.1.2 If an Employee has any questions regarding his/her classification or exempt/non-exempt status, please contact Human Resources.

5.2 Probationary/Trial Periods:

The City of Oak Harbor carefully monitors and evaluates all new Employees and all current Employees transferred or promoted to a new job during an initial probationary/trial period. Newly hired, transferred or promoted Employees should also use this probationary/trial period to ensure that the new position is satisfactory.

5.2.1 The probationary/trial period(s) will be set at the time of hire and begin as of the first hour of work. Probationary/trial periods will follow the guidelines set forth below:

- a. For an individual who is not a City Employee and was hired into a full-time position or a part-time position which is twenty (20) hours per week or more: the first twelve-(12) months following hire.
- b. For an individual hired into a part-time position which is less than twenty (20) hours per week: the first twelve (12) months following hire.
- c. For a current Employee promoted or transferred to a new position: the first six (6) months following the date of transfer or promotion shall be a trial period to ensure the employee and/or the City find the placement in the new position satisfactory. Current employees promoted or transferred into a new position shall have all rights under this Collective Bargaining Agreement.

5.2.2 During this probationary/trial time if it is determined that the placement is not working out satisfactorily, the Employee may be terminated (new Employee) or returned to a prior position for non-disciplinary reasons (i.e., performance of the job) (existing Employee) at any time without cause or advance notice. Existing Employees shall return to their prior or similar position if it is available and if not available may be placed in any other available position for which the Employee is qualified and if nothing is available shall be laid off as provided in Article 6.2 of this Agreement.

- a. If an employee is returned to a prior position, the date of transfer to return to the prior position is the new appointment date and anniversary date for step increases.

- 5.2.3 An Employee's probationary/trial period may be extended up to six (6) months if deemed appropriate in light of absences, performances issues, or other considerations upon notice to the Employee and the Union at least three (3) weeks prior to the completion of the probationary/trial period.
 - 5.2.4 Transferred or promoted Employees will normally be reviewed within three (3) weeks of the end of their probationary/trial period.
 - 5.2.5 Employees will be allowed to continue in their position if the Department Director approves and the Employee receives a satisfactory evaluation near the end of his/her probationary/trial period.
 - 5.2.6 Employee evaluations during the probationary/trial period will be at or proximate to the three (3) month mark, the six (6) month mark and just prior to the completion of the period.
- 5.3 Recruitment: Management in its sole discretion may determine that outside recruitment is in the City's best interest provided however, upon request by the Union, the City will provide to the Union its reasons for outside recruitment.
- 5.3.1 Promotions: All Employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Department Director and the Human Resources Department.
 - a. It is a goal of the City to promote from within and to fill vacant positions with qualified, existing Employees. To help meet that goal the City shall first pursue applicants from within the bargaining unit when deemed possible before external candidates.
 - b. Advancement from a level I to a level II is a promotion based on an Employee attaining appropriate skills, abilities and qualifications, and shall only occur as outlined in this Article 5.3.
 - c. Employees promoted to a position in a higher salary range will be placed at the 1st step of the higher pay range or at the step closest that provides an increase in pay, whichever is greater. If the employee had not received a step increase in the prior six (6) months of the date of promotion, the employee may receive a one (1) step increase over the rate of pay received immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.
 - 5.3.2 Transfers: The City of Oak Harbor may, at its discretion, initiate, or approve Employee sought, job transfers from one position to another, or from one Division to another.
 - a. The City may require Employees to transfer to either a temporary or regular position to accommodate the organization's business needs.
 - b. Required transfers shall generally be by mutual agreement between the Employee and the City except in cases where the Employee has the unique qualifications, skills or abilities required by the City at that time.

- c. Where an Employee with unique qualifications, skills or abilities is temporarily retained without mutual agreement the City will, upon request of the Union, explain the situation and the need to accommodate the City's business needs. Employees transferred to a position within the same salary range will continue to receive their existing rate of pay.
- d. Any Employee who seeks and is granted a transfer to a position with a lower wage rate shall be paid at the lower wage rate appropriate to their most recently granted wage step.
- e. Any Employee who seeks a transfer to a position with a higher wage rate will be considered as provided in Article 5.3.1 Promotions.
- f. Employees involuntarily transferred to a position in a lower salary range shall be paid at their former rate. Employees may be paid at a rate within the lower salary range after ninety (90) calendar days in the new position when such reduction in wage is reasonable under the circumstances.

5.4 Transferred and promoted Employee's anniversary date which is used to determine eligibility for step increases will be adjusted to match that of the date of transfer or promotion pursuant to the City policy including promotions that are unsuccessful where an employee is returned to a prior position.

5.5 Out-Of-Class Assignments:

The City of Oak Harbor may authorize out-of-class assignments to cover operational needs or absences of a higher-level classification when a foreman, supervisor, or manager is absent. Out-of-class assignments provide valuable on-the-job training and continued performance of critical workload.

5.5.1 Out-of-class assignments will be assigned in advance by the Department Head. If an Employee is working an out-of-class assignment that will be in effect for more than three (3) consecutive days, beginning on the fourth (4th) consecutive day of the assignment, the Employee will receive a wage premium of no less than three percent (3%) retroactive to the first day of assignment to be recorded on the timecard.

Consecutive days shall not be interrupted by weekends or holidays.

5.5.2 An employee who volunteers or when it is mutually agreed upon to provide assistance with another division within the bargaining unit up to twelve (12) hours per week with no change in compensation and may be eligible to receive out-of-class assignment once they are fully trained and are assigned as outlined above in 5.5.1.

5.5.3 Out-of-class assignments are limited to ninety (90) business days. Extensions require approval by the Mayor or City Administrator. In the event an out-of-class assignment is required beyond six (6) months the Union may request the reasons why the out-of-class assignment continued.

5.6 Step Advancement:

The ability of an Employee to be awarded a step advancement shall occur during the life of this Agreement and shall only expire after the expiration of this Agreement if the City gives the Union sixty (60) day notice prior to the expiration of this Agreement that the City will suspend such “steps” through the negotiation of a successor Agreement.

5.6.1 Employee step advancement from one step to the next step on the salary range compensation scale is based on time served.

5.6.2 Employee performance reviews and step advancements are not linked as performance reviews are generally done proximate to early January while step advancements occur proximate to an Employee’s anniversary date.

5.6.3 Employee Performance Reviews:

Employees will generally have their performance reviewed annually during the month of January. Employees shall be afforded the opportunity to comment regarding their agreement or disagreement with their final review.

5.7 Employee Positions:

Each Employee shall be given a position title (i.e.: job classification). Each position has a job description which will be provided to the Employee by Human Resources at the time of hire, promotion, transfer etc.

5.7.1 Assistant Harbormaster (Lead Employee): The Union recognizes that the City employs an unrepresented Supervisory Employee in the position of Assistant Harbormaster who is a “Working Lead” under RCW 41.56. Such “Working Lead” Employees perform the work of the Bargaining Unit side by side with Unit Employees. It is recognized that over time Lead Employee responsibilities may increase or decrease outside of a ratio to Unit Employees and on a “business need” basis. The Union agrees that such work by Lead Employees shall not be challenged as “skimming”. The City agrees that Union work shall not be supplanted through an increased use of “Lead” positions except that the City may fill a vacant position.

5.7.2 Employee positions and commensurate hourly compensation is attached hereto as Appendix A.

5.8 Negotiations:

Provided the needs of the City can be met without loss of services or any other additional cost to the City, Bargaining Unit Employees shall be granted “release time” to meet as a committee with City Representatives to conduct Collective Bargaining at scheduled negotiation meetings. The Union Bargaining Committee shall not exceed four (4) members on release time at any one time. At the request of the Union and agreement by the City the Union Bargaining Committee may be increased to a maximum of six (6) members on a meeting-by-meeting basis and without creation of a “practice”.

ARTICLE 6 – SENIORITY, LAYOFF & RECALL

- 6.1** Seniority: The City appreciates and recognizes quality performance and seniority of Employees; both of which contribute greatly to the service the City and Employees provide to the Citizens of the City.
- 6.1.1** Length of service (Seniority) is measured from the original date of regular employment with the City of Oak Harbor, so long as the Employee has not had a break in service (severance of the employment relationship) greater than thirty (30) days. During a layoff, Employees with breaks in service greater than thirty (30) days, but less than one (1) year per break, will be credited for their time actually worked only, i.e., the break time is not counted, unless required by Law. Employees with a break in service greater than one (1) year receive credit for service only from their most recent date of hire with the City of Oak Harbor.
- 6.1.2** City Seniority: the length of time employed with the City, from the most recent date of hire as measured in Article 6.1.1.
- 6.1.3** Bargaining Unit Seniority: the length of time employed as a Regular Employee within the Bargaining Unit including all time prior to the Certification of the Union as measured in Article 6.1.1.
- 6.2** Layoff:
Layoffs may occur as a result of lack of work, lack of funds, material change in duties or organization, the interests of economy or efficiency, or other causes as determined to be for the good of the city service by the Mayor.
- 6.2.1** The Department Director shall determine which Positions within the Department or Division are to be laid off.
- 6.2.2** The order in which Employees will be laid off shall be determined by the City based on Employee job knowledge, skill, performance and other qualifications; related to the existing and anticipated needs of city service. When two (2) Employees are equally qualified under such factors, the Employee with the most City Seniority shall be retained.
- 6.2.3** Prior to effectuating a layoff the Director shall schedule a meeting with the Union to review the layoff determination for possible alternatives to be suggested by the Union to effectuate any layoff as provided herein. Provided, however, the affected Employee may pursue opportunities pursuant to Article 5.3 and 5.5 to avoid layoff.
- 6.2.4** If an Employee desires and requests an alternative to layoff, as provided herein, the City may transfer or demote an Employee or authorize part-time employment as permitted herein.
- 6.2.5** Layoffs and substitutions, therefore, are not discipline matters.
- 6.2.6** Employees selected for layoff will be given as much notice as is required by Law or is practicable under the circumstances.

6.3 Reinstatements:

The names of persons laid off shall be maintained on a reinstatement list. Personnel policies and procedures shall provide for reinstating Employees from a reinstatement list. An Employee's name shall be maintained on the reinstatement list for up to one year (365 days) following the Employee's layoff.

6.3.1 Employees who are laid off shall be offered a reinstatement opportunity for a vacancy in a Bargaining Unit position for which they are qualified. Such offer of reinstatement shall be by Bargaining Unit seniority and a senior laid off Employee may elect to pass a reinstatement opportunity to another junior laid off Employee however passing on an opportunity does not alter/extend the Employee's position on the reinstatement list.

ARTICLE 7 – HOURS OF WORK, SCHEDULING & OVERTIME

7.1 Scheduling:

For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor recognizes a forty (40) hour work week, Monday through Sunday, for all regular Employees.

7.1.1 The workday for Employees generally consists of eight (8) consecutive hours with a regular assigned starting time for each Employee and generally for five (5) consecutive days within a seven (7) consecutive day period. Employees shall receive overtime for all hours worked beyond a normal workday.

7.1.2 The workweek will generally be Monday through Friday unless otherwise scheduled as provided herein.

7.1.3 Employees scheduled to work on their regularly scheduled days off shall be paid for all hours worked at the standard overtime rate. The employee's schedule may be flexed to address the hours worked on their regularly scheduled days off by mutual agreement.

7.1.4 Employees scheduled a four (4) day ten (10) hour schedule (4/10s) to work forty (40) hours in a one-week period scheduled over four (4) working days, each workday, holiday, or day of absence is recorded as ten (10) consecutive hours.

7.1.5 Individual divisions may establish regular work hours and starting times that meet the need of their particular duties.

7.1.6 Each Employee's scheduled work hours will be determined by his/her Division Director or designee. The Parties recognize the City may have a business need for different work schedules which may be established on a temporary or regular basis from time-to-time by the Department. Prior to effectuating a change in any Employee's or Employees' **regular** schedules there shall be a Labor Management Meeting (Article 3.4) between the Department (or designee), affected Employee as invited by the City, and the Union (or applicable steward) to explore changes in work schedules to provide necessary City services by division or workgroup.

7.1.7 The City may **temporarily** adjust the regular daily work schedule starting time ahead or back to meet the needs of City work provided affected Employees are provided at least sixty (60) hour notice and work/sleep impacts are considered by the City. If the City does not give sixty (60) hour notice to affected Employees scheduled starting times may be **temporarily** adjusted ahead or back by as much as three (3) hours to accommodate work needs. The Department Director or designated Supervisor will inform Employees of any changes with as much notice as is reasonably available regarding any **temporary** changes to their regular daily work schedule, including any meal periods/rest break changes and any other changes that are considered desirable by the City to effectuate City work. In the event the City should change the regular schedule of any Employee without complying with the provisions of 7.1.6 and/or 7.1.7 the Employee shall be paid at the overtime rate for such hours worked outside the regular schedule.

a. Temporary work schedules outside of normal hours: Should it become necessary for the City to schedule work on a temporary basis that requires employees to work between the hours of 6:00 p.m. and 6:00 a.m. the scheduled time shall be considered shift work and shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to the employee's normal straight time hourly rate. The seventy-five cents (\$0.75) premium shall be applied to all hours worked on any day in which an employee is required to work a split shift. Split shifts shall be temporary. (This premium does not apply to 7.1.7 temporary schedule adjustments.)

7.1.8 Employees may request an alternative work schedule on a temporary or ongoing basis, provided such an alternative work schedule shall not result in overtime liability or other increased cost of any type to the City. The Supervisor and Department Director will determine if the requested schedule will adversely impact operational needs or otherwise be inconsistent with the City's interest. Alternative work schedules must be approved in writing by the Department Director. Approval may be withdrawn in the event it is determined that the arrangement is not in the City's best interest.

7.1.9 In the event of an emergency and/or adverse weather and/or natural disaster causes the change in an Employee's or Employees' schedule the following shall apply.

a. In the event of inclement weather, an emergency or natural disaster, the City must continue to provide essential public services. Therefore, if the City determines to remain open, employees must make every reasonable effort to report to work if they can do so without endangering their personal safety or the safety of employee's family members. An employee who is unable to safely get to work or leaves work early because of unusual weather or other conditions may charge the time missed to vacation, sick leave, compensatory time, or use their floating holiday. If an employee has no leave available, he/she will be placed on leave without pay status for the time missed.

b. Each department is required to maintain a telephone tree or other notification system to inform employees whether or not the City is open for business during inclement weather or emergencies, or to otherwise designate how employees will be notified or how to receive updated information.

- c. During periods of inclement weather, emergency or natural disaster, employees may be assigned emergency services work schedules other than their normal work assignments, and/or may be assigned to perform duties other than their regular duties.
- d. If due to inclement weather, emergency or natural disaster, the City determines either to send employees home before the conclusion of their workday or not to have employees come to work, the employees will be notified as soon as feasible, and employees will be paid their normal rate of pay for their regularly scheduled hours for that day.
- e. Employees who are required to perform essential services when City Hall is otherwise closed for more than one (1) hour will receive overtime at the rate of time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. Employees may request compensatory time in lieu of overtime. Department Directors will identify essential non-exempt employees.

7.1.10 Nothing in this Article 7.1 and Subsections is to avoid overtime after forty (40) hours in a week.

7.2 Vacation Scheduling:

As a public service enterprise, the City requires a predictable vacation scheduling process and must retain the ability to cancel a scheduled vacation when necessary to meet its public service obligations. All vacation leave shall be taken at a time mutually agreeable between the Employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create a negative impact, in the opinion of the City, on accomplishment of work. In the event the City would cancel an Employee’s vacation the Employee may claim reimbursement for the nonrefundable portion of prepaid vacation arrangements.

7.2.1 Full-time regular Employees will accrue paid vacation time on a monthly basis. The present rate is set forth below.

Years of Employment	Monthly Accrual	Vacation Hours Earned	Maximum Accrual of Hours Earned
0 – 5 years of service (1 st month through month 60)	8	96 hours/year	192 hours
6 – 10 years of service (month 61 through month 120)	10	120 hours/year	240 hours
11 – 15 years of service (month 121 through month 180)	13.33	159.96 hours/year	319.92 hours
16 – 20 years of service (month 181 through month 240)	15	180 hours/year	360 hours
21+ years of service (month 241 and beyond)	16.66	199.92 hours/year	399.84 hours

7.2.2 Part-time Employees who work twenty (20) hours or more per week are eligible to accrue paid vacation on a pro rata basis on their percentage of full-time employment. For example, a part-time Employee who regularly works seventy-five percent (75%) of a full-

time schedule will accrue vacation hours equal to seventy-five percent (75%) of what a full-time Employee would earn. Full-time Employees who are on a temporary schedule change to Part-time for more than one half (1/2) month will have their vacation accruals adjusted to their part-time percentage. Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than one half (1/2) a month, the Employee will not be eligible to accrue vacation leave. Part-time Employees working less than twenty (20) hours per week and temporary Employees do not receive paid vacation.

7.2.3 Vacation requests by Employees should be made at least thirty (30) calendar days but no less than seven (7) calendar days in advance. The Supervisor or designee shall respond to the employee request within three (3) business days. No such request shall be unreasonably denied.

a. Requests made by an Employee to a granting Supervisor less than seven (7) calendar days in advance of the requested time off may be granted at the discretion of the City.

7.2.4 Vacation time off when granted shall be on a “first come first served” basis however, when two (2) or more Employee(s) are requesting the same days off the senior Employee(s) will be granted the time off they request unless such time off would interfere with the operations of the City or create an adverse impact on City work.

7.2.5 Regular full-time Marina Employees may be approved for vacation on a limited basis if staffing is available, during the summer holidays and boating season (Memorial Day through Labor Day).

7.2.6 Employees may accrue no more than the maximum accrual, according to their years of employment, as set forth in 7.2.1. Employees whose vacation balance exceeds the maximum accrual will cease earning vacation benefits until the vacation balance falls below the maximum accrual. In extraordinary circumstances, the Mayor may grant approval for an Employee to carry over the excess accrual. Request for carryover must be pre-approved in writing.

7.2.7 It is agreed that in the administration of the forgoing the Employees are responsible for managing their vacation requests and accruals.

7.3 Holidays:

The City of Oak Harbor provides paid time off for thirteen (13) holidays per year for regular full-time Employees and part-time Employees regularly scheduled to work twenty (20) hours or more per week.

a. The holidays observed at the time this CBA was adopted by the City are:

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
Two (2) Floating Holidays	See below

7.3.1 Eligibility and Pay: In order to be eligible for a holiday, an Employee must be in a paid status on the regular workdays immediately preceding and immediately following the scheduled holiday. Full-time regular Employees will receive holiday pay equivalent to their regularly scheduled hours for the holiday (unless an alternative approach is established in a written agreement regarding an alternative work schedule). Part-time regular Employees who are regularly scheduled to work twenty (20) hours or more per week will receive holiday pay on a pro-rated basis.

7.3.2 Employees scheduled to work on any of the holidays referenced in Section 7.3 shall be compensated at the Employee's "time-and-one-half (1½) rate of pay for all hours worked on the holiday; plus, the Employee shall receive holiday pay equivalent to their regularly scheduled hours or may choose to float the holiday.

7.3.3 Floating Holidays: A floating holiday will be chosen by mutual agreement of an Employee and his/her Supervisor. A floating holiday must be taken in the same calendar year it is earned. At the end of the year unused floating holiday hours are forfeited, with the exception of an Employee who requested a floating holiday and the request was denied. Unused floating holidays cannot be cashed out at termination.

- a.** A new employee hired between January 1st and September 30th of the calendar year will be eligible to use floating holidays after their first (1st) day of employment. A new employee hired on October 1st or after of the calendar year will not be eligible for any floating holidays until January 1st of the new calendar year.

7.3.4 The City recognizes some Employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the City's regular holiday schedule. Employees may use their accrued leave, excluding sick, or leave without pay for such occasions.

7.3.5 Should City Hall elect to release employees from work for any hours of the workday in recognition of a holiday not noted in 7.3 above, the employees covered by this agreement who are required to perform essential services shall receive compensation at the rate of

time and one-half (1.5) hours worked equal to the amount of hours of the City Hall closure. Department Directors will identify essential non-exempt employees.

7.4 Overtime:

Overtime shall be paid at the appropriate rate for all hours worked beyond the employee's regularly scheduled workday. In accordance with State and Federal Law, the City pays Employees who have a non-exempt status (that is, who are eligible for overtime pay) overtime for all hours worked in excess of forty (40) hours during the workweek. Paid time off **is not** included as hours worked for overtime pay calculations. Non-exempt status is determined by legal standards based on the tasks and responsibilities associated with a job. Each Employee will be informed of their status at the time of hire. Questions about exempt or non-exempt status should be referred to Human Resources.

7.4.1 The Director or designee may schedule overtime or extra shifts, as needed. Employees are not permitted to work overtime without prior approval of their Department Director. In extraordinary circumstances justified by unforeseen conditions, an Employee may work overtime without prior approval, so long as the Department Director or designee approves the overtime in writing no later than end of business the next business day.

7.4.2 For purposes of this Agreement the term "overtime" shall mean time-and-one-half (1½) the Employee's straight time rate.

7.5 Standby Duty:

The City requires one (1) employee to be on Standby duty or the "on-call" schedule every day of the year as follows:

Water: One (1) employee for water system operations and emergencies.

Clean Water Facility: One (1) employee for water treatment plant.

Operations: One (1) employee for operations and emergencies involving City transportation system (Streets), City parks, and storm system.

Employees to be on standby during non-working hours and to respond to emergency call-outs after normal working hours the Employer shall post a monthly schedule (calendar) of all qualified Division Employees, in rotation, for such standby duty with such modifications to the schedule as needed consistent with this Article 7.5.

- a.** To the extent the Employer may be able to do so, standby assignments shall be equally allocated to all qualified Employees within the Division. This provision shall not preclude alternative rotation methods agreeable to all such qualified Employees and Management.
- b.** Employees assigned to the "on-call" schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry City equipment assigned to them that allow them to be reached, and can respond on site within forty-five (45) minutes.

- c. Employees may trade assigned standby shifts with other qualified employees. Such trades shall not be for less than a complete standby shift, (i.e. each weekday or a full weekend day) and shall be documented on the work schedule at least three (3) days in advance of any trade. Standby shift trades with less than three (3) days' notice shall be accompanied by an email to the Department Head when possible.
- d. In the event of a needed accommodation, personal illness, or injury precludes an employee from serving their standby tour of duty, the employee must notify the department head or designee as soon as possible to ensure the City's ability to respond to emergencies or calls is properly addressed. The City will be responsible for re-assigning the standby tour of duty.
- e. The hours spent "on-call" are not considered hours worked.
- f. Employees serving a standby tour of duty shall be paid three dollars and twenty-five cents (\$3.25) per hour per weekday or per weekend day of standby assignment which amount is not a part of the regular wage rate.
- g. At management discretion, employees who are performing standby duty may take a City vehicle home during non-working hours. The vehicle shall be assigned by the Employer for this purpose. City vehicle usage is for official City business only and must adhere to all City vehicle use policies established by the City.

7.6 Attendance and Punctuality:

Excessive tardiness and poor attendance disrupt workflow and customer service and will not be tolerated. Employees are expected to report for work punctually and to work all hours scheduled by their Supervisors including necessary overtime.

7.6.1 The parties recognize that Employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the Employee may be required to provide to the Employer a medical provider's note, in a form acceptable to the Employer, assuring the Employer of the Employee's fitness to perform the specific duties of his or her job or such light duty alternative as may be offered by the Employer before returning to work after an injury or illness.

7.6.2 An absence is considered to be unauthorized if the Employee has not followed proper notification procedures, or the absence has not been pre-approved. Failure to notify the Employer properly of any absence may result in loss of compensation for the absence and may be grounds for disciplinary action.

- a. Employees unable to report to work on time should notify their Supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the Employee's usual starting time. Non-exempt Employees who are delayed in reporting for work more than thirty (30) minutes and who have not notified the Division Manager or the Department Director of their expected tardiness may lose the right to work the balance of the workday and such time off shall be without pay except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

- 7.6.3 Employees must report to the Division Manager or the Department Director after being late or absent and provide an explanation of the circumstances surrounding the tardiness or absence and, when applicable, comply with Article 7.6.1.
- 7.6.4 Employees who are scheduled by the Employer away from the premises for business reasons should inform their Division Manager or Department Director of their whereabouts during working hours.
- 7.6.5 Employees who report for work without proper equipment or in inappropriate attire may not be permitted to work as outlined in Article 7.6.1.
- 7.6.6 An Employee who reports for work in a condition unfit to work, for illness, injury or any other reason, will not be allowed to work and shall not be paid for resulting lost time except for the Employee's use of previously accrued paid time off for any incurred time-off, including sick leave for a covered sick leave absence.

7.7 Call-Back Pay:

Employees will be granted a minimum of two (2) hours “call-back pay” for call-back work, i.e., irregular or occasional overtime work performed by an Employee on a day when no work is scheduled, or at a time that requires the Employee to return to work from an off-duty status. In calling back Employees, the City will post an annual signup list so that interested Employees may make their interest known. The City will consider an Employee's seniority along with other factors when assigning callback work from the signup list (if there is an active list) or otherwise.

7.7.1 Consistent with Article 7.6 the order of call back for Employees who are not on City approved leave will be as follows.

1. Employee who is on stand-by duty in those Divisions that have regular stand-by positions.
2. The classification of Employees within the division that normally performs the work and who have signed the signup list shall be offered the call back work; then,
3. If additional Employees are needed for the call back, the work will be offered to the remainder of the Bargaining Unit on the basis of best able to perform the available work then by seniority of those deemed best able to perform the work.

7.7.2 If at any time the City determines it lacks sufficient workers to accomplish the task to be performed on a callback after following the above the City may call any Employee it deems needed and such Employee, subject to availability, shall promptly report for the callback assignment.

7.8 Special Event Scheduling: If an employee is scheduled to work as a part of a special event, the employee is entitled to a minimum of two (2) hours compensation at the appropriate rate of pay. In the event the employee is required to return to work a second time on the same day, the compensation shall be either the two (2) hour minimum, or actual time worked, whichever is greater.

7.9 Compensatory Time Off: In lieu of overtime pay, full-time non-exempt Employees may request to receive compensatory time off (comp time) in lieu of overtime, at the same rate that the overtime hours are due (usually one and one half (1.5) times hours worked). The maximum

amount of compensatory time that an Employee may accrue is one hundred-sixty (160) hours. Once an Employee has reached that accrual level, overtime compensation will be paid for any overtime hours worked.

- 7.9.1** Employee election of comp time in lieu of overtime is with the following understanding:
- a. Comp time generally cannot be carried over and must be used in the calendar year in which it was earned.
 - b. Except as provided below comp time still on the books at the end of the calendar year will be paid and the accrual reset to zero (0) as of January 1 of the following year.
 - c. Employees may request to carryover comp time if the Employee has a scheduled and approved leave for which the Employee has no other accrued leave (sick or vacation) to cover the scheduled absence in the following year.
 - d. Comp time must be used before vacation leave and leave without pay (or be converted to cash overtime).

7.10 Meal and Break Periods:

Full-time Employees are allowed an unpaid meal period which must be taken between two (2) and five (5) hours after the start of the work shift. Meal periods shall be not less than thirty (30) nor more than sixty (60) minutes, as assigned by the Department Director. Part-time Employees scheduled to work more than five (5) consecutive hours during any workday will receive a meal period of the same duration as full-time Employees in their department. Meal period duration may be changed upon notice up to the commencement of the meal period due to unforeseen or emergent situations in order to efficiently address City service.

- a. If during the course of an employee's unpaid lunch period, the employee is required to respond in order to assist the City in continued workflow, the employee may contact his or her supervisor to provide notice of the amount of time they were disrupted. Time spent assisting the City during an employee's unpaid meal period shall be considered time worked and shall not be counted toward the unpaid meal period.

7.10.1 Employees required to work more than ten (10) hours in any workday will be allowed a second meal period no later than six (6) hours after returning from their first meal period.

7.10.2 Non-exempt Employees are entitled to a paid fifteen (15) minute break for every four (4) hours of working time usually taken between the second (2nd) and third (3rd) hour of each work period. The Director or designee shall schedule time for non-exempt Employee's break periods on a case-by-case basis as necessary to efficiently address City services. Where the nature of the work allows Employees to take intermittent rest periods equivalent to fifteen (15) minutes for every four (4) hours, scheduled rest periods are not required.

7.10.3 Time spent on breaks will be compensated as work time.

7.10.4 Employees are required to take their breaks and are not permitted to use break time to lengthen their meal period or shorten their workday.

ARTICLE 8 – WAGES & POSITIONS

8.1 Positions:

Employee Positions covered by this Agreement are attached as Appendix A and a part hereof by this reference.

8.2 Wages:

The wage table for Bargaining Unit Employees is attached as Appendix A and is a part hereof by this reference.

- a. Effective January 1, 2024, the base monthly wages shall be increased by three percent (3%) cost of living adjustment (COLA) and a two percent (2%) market adjustment.
- b. Effective January 1, 2025, the base monthly wages shall be increased by two and a half percent (2.5%) cost of living adjustment (COLA).

8.2.1 During the life of this agreement for the years 2024-2025, should the City provide a greater cost of living increase to non-represented employees above the two (2) percent negotiated in this agreement, the same shall be applied to the base monthly wages of each step and range in this agreement and shall be paid beginning on the same month as provided to non-represented employees.

8.3 Longevity:

Longevity pay shall be administered, using the following scale, and is to be added to the employee’s base monthly salary after completion of five (5) consecutive years of employment with the City, from most recent date of hire or rehire, and shall increase at the rate of five dollars (\$5.00) per month for every consecutive year worked to a maximum of one hundred fifty dollars (\$150.00) per month at thirty (30) years of employment.

8.3.1 Upon completion of the fifth (5th) year of employment, an employee shall receive twenty-five dollars (\$25.00) per month.

8.3.2 Upon the anniversary date of each consecutive year of employment, the employee shall receive an additional five dollars (\$5.00) per month to a maximum of one hundred fifty dollars (\$150.00) at thirty (30) years of employment.

After complete years of employment	Amount per month	After complete years of employment	Amount per month
5	\$25.00	18	\$90.00
6	\$30.00	19	\$95.00
7	\$35.00	20	\$100.00
8	\$40.00	21	\$105.00
9	\$45.00	22	\$110.00
10	\$50.00	23	\$115.00
11	\$55.00	24	\$120.00
12	\$60.00	25	\$125.00
13	\$65.00	26	\$130.00

14	\$70.00	27	\$135.00
15	\$75.00	28	\$140.00
16	\$80.00	29	\$145.00
17	\$85.00	30	\$150.00

8.3.3 Longevity pay adjustments shall become effective the first of the month, coinciding with or following the employee’s anniversary date of employment.

8.3.4 Anniversary Date:

- a. An employee’s anniversary date is the first of that month if their hire, promotion, or transfer date is between the 1st and 15th of the month.
- b. An employee’s anniversary date is the first of the following month if their hire, promotion, or transfer date is between the 16th and/or the last day of the month.

ARTICLE 9 – EMPLOYEE BENEFITS

9.1 Health and Welfare Benefits:

Eligibility and continued Employee and dependent participation in any group insurance or other financially based group benefit plan provided through the Employer shall be in accordance with the applicable Group Insurance Plan Document or Master Plan Agreement.

9.2 The Employer will provide an IRS Code Section 125, Flexibility Benefits Plan for enrolled members of the Bargaining Unit and their enrolled dependents shall be consistent with the provisions of this Article and Section.

9.3 The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled **Employees** a group medical, dental, and vision plan at no cost to the Employee during the term of this Agreement. In the event of extraordinary increases in group insurance premiums imposed by the group insurance carrier(s), the Employer and Union agree to reopen this Article for renegotiation.

9.4 Employees are entitled to obtain insurance coverage under the City’s health insurance programs for their spouse or domestic partner, as well as any dependents, subject to any cost-sharing and eligibility requirements.

9.5 Employees who want to obtain coverage for a spouse or domestic partner will need to complete an affidavit of marriage or domestic partnership. Employees should contact the Human Resources Department for appropriate forms.

9.6 Benefits Eligibility for Regular Part-time Employees: Employees who work twenty (20) hours per week are eligible for Employee health care coverage, but must pay for spouse, domestic partner and dependent health care coverage. Employees who work thirty-two (32) hours or more but less than forty (40) hours per week on a regular basis are eligible for partial payment of spouse, domestic partner and dependent health care coverage.

- 9.7 The Employer shall pay ninety percent (90%) of the premium amount required to provide eligible enrolled **spouses and dependents** of enrolled Employee covered by this Agreement with group medical and group dental insurance coverage. The Employer shall pay one hundred percent (100%) of the premium amount required to provide eligible enrolled spouses and dependents of enrolled Employees covered by this Agreement with vision insurance coverage.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- 10.1 **Safety Equipment**: It shall be mandatory that all Employees use at all times all issued safety equipment appropriate for the tasks they are assigned to perform. Employees shall at all times follow safety policies and procedures. Any Employee’s violation of safety may result in discipline as determined by the Employer. The Employer shall furnish proper safety devices for all Employees as prescribed by WISHA standards. If an employee works in a safety sensitive position requiring protective eyewear, and the employee wears prescription lenses, the City shall annually reimburse prescription safety eyewear up to four hundred dollars (\$400) per the employee’s request.
- 10.2 **Uniforms and Equipment**:
The Employer shall continue to supply such uniforms, personal equipment or other issued items as is needed for each Employee to perform their assignments. The Employer reserves the right to change type, quantity, quality, style, or any other attribute of any item the Employer shall provide to Employees. All items supplied to Employees by the Employer shall be and remain property of the Employer to be returned by the Employee upon request of the Employer.
- 10.3 Employees shall only wear items issued except where no item of a like nature has been issued by the Employer or as has been customarily permitted considering appropriateness of message, cleanliness, state of repair, free of commercial endorsement etc.
- 10.4 Employees may wear shorts issued or approved by the Employer in the performance of their duties when doing so is not a violation of a law, an OSHA standard, L&I rule, or WAC.
- 10.5 Employees shall maintain all items issued to them by the Employer. Any Employer issued item damaged through negligence of the Employee shall be replaced by the Employee at their expense.
- 10.6 The Employer shall replace any issued item as the Employer determines such replacement is needed; however, the City shall continue the maintenance of those items which have historically been maintained by the City.
- a. **Steel Toed Boots/Approved workwear**: The City shall annually provide each Public Works Employee with up to three hundred dollars (\$300.00) for the reimbursement of steel toed boots, and/or approved workwear in accordance with 10.3 of this agreement. Employees are to submit requests for reimbursement on a timely basis according to City Policy.
- b. **Non-skid, Non-marking Footwear**: The City shall annually provide each Marina and Parks Employee with up to three hundred dollars (\$300.00), for the reimbursement of non-skid, non-marking footwear. Employees are to submit requests for reimbursement on a timely

basis according to City Policy.

- c. Commercial Driver's License (CDL) and Various Certification: The City shall continue to pay for and/or reimburse Employees for all CDL related costs and certification costs, as has been practice. Employees shall not be required to use accruals to obtain the CDL physical required under their job description. Employees shall be provided with paid time to obtain the required physical. Each Employee with a CDL or certification is responsible for maintaining and tracking the expiration dates of their certifications. Employees need to submit requests for reimbursement on a timely basis according to City policy.
- d. Work Commitment: The City shall pay for all CDL related costs and certification costs, for Employees to obtain a Commercial Driver License (CDL) class A or B. Should an employee choose to separate from employment with the City before the third anniversary of the Employee's start date from commencement of full-time service subsequent to completion of the period of attainment of the CDL Class A or Class B certification, the City will require prorated repayment of those funds, the proration would be calculated on a monthly basis (the number of months remaining in the thirty-six (36) month period).

10.7 Technology:

In order to continuously upgrade technology resources and any evolution of those respective technologies, including devices carried and used by Employees to record data and to communicate, and to insure the City's commitment to internal mobility for Employees, the City agrees to give advance notice to the Union when a major technology change is being considered.

- a. In collaboration with the City, the Union may suggest alternative technology resources, may request to sit on Design or Implementation Committee, and may request workers on Labor-Management Implementation Teams.
- b. In-service training programs and courses at worksites will be offered during paid time. Employees are to receive training on the technology and how it may be used for lawful purposes.
- c. The City shall provide electronic communication devices for employees working in positions requiring access to phone, email, text messaging, or picture taking technology in the performance of their duties. The City shall pay all fees associated with the City provided electronic communication device and maintains proprietary ownership of the device.
- d. Employer provided electronic mobile devices must remain active during all work hours but may be turned off during lunches and breaks.

City policy 3.04 shall apply and any discipline arising out of implementation of this article shall be subject to the grievance procedure as outlined in Article 12 of this Agreement.

ARTICLE 11 – DISCIPLINE

- 11.1 The City reserves the management right to discipline, up to and including terminating the service of, any Employee whose performance is not satisfactory.

- 11.2** The City may discipline Employees, up to and including discharge. Employees shall only be suspended without pay or discharged with “just cause”.
- 11.3** It is recognized that Management has a reserved right in Article 4 and in Article 11.1 to effectively manage the enterprise. If Management’s decision to discipline is exercised fairly and reasonably, using the test of “whether a reasonable person taking into account of all relevant facts and circumstances would find sufficient justification in the conduct of the Employee to warrant discipline/discharge”, then such Management decision shall not be disturbed.
- 11.4** Prior to suspending or terminating an Employee, except in situations in which the City determines immediate action is required, the City shall first notify the Employee and the Union, in writing, affording the Employee and/or Union the opportunity to resolve the issue with the City.
- 11.5** Written notification of possible City administered discipline will generally be made within fifteen (15) days from the time Management becomes aware the event giving rise to the possibility of discipline, by hand delivery, personal e-mail with USPS copy or by USPS mail alone, to the Employee and by e-mail or fax, to the Union.
- 11.6** In general, the City recognizes the principle of progressive discipline however such recognition is not an assurance that progressivity will be applicable in all cases.
- 11.7** The Employer agrees that in situations of poor work performance to advise the Employee and the Union regarding Employee performance failures. The Union shall have an opportunity to resolve such performance issues informally prior to the issuance of discipline; however, such Union effort at resolution shall not delay progressive discipline, should progressivity be applicable, when in the judgment of the City discipline should be administered.
- a.** The Employer shall provide a copy of any written record of discipline to the Employee and the Union. All performance related documents shall be retained in an Employee’s personnel file. Employees shall have the ability to add a rebuttal to any record of discipline retained in the Employee’s file.
 - b.** Any complaint about an Employee or Employee performance by any person or from any source which may be used in future discipline will be promptly reduced to writing, provided to the affected Employee for response and, together with the Employee response, placed in the Employee’s personnel file.
- 11.8** Should any party review the disciplinary decisions made by the City regarding any Employee, pursuant to Article 12 – Grievance Procedure or otherwise, such review shall include the Employee’s entire work history with the City, with both the City and Union, reserving the right to advance arguments regarding the significance and facts of the Employee’s work history.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.1** Purpose: The purpose of this procedure is to provide for the prompt and fair resolution of grievances. This procedure shall be the exclusive means of resolving grievances. Nothing in this

procedure shall preclude an Employee or the Union from resolving disagreements informally; provided, that the resolution is consistent with the terms of this Agreement.

12.2 Definition of Grievances: A grievance is a dispute between the Employer and the Union, on its own or on behalf of an Employee(s), over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

12.3 Time Limits:

Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the Employee(s), fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.

- a. The day after the event, act or omission (or in the case of the initial submission of a grievance at Step 1, the day after the Employee(s) or Union knew or reasonably should have known of an event, act or omission) shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following Employer business day.
- b. Submissions will be considered timely under this Article if they are received by five (5:00) p.m. on the last day called for under the applicable time limit.

12.4 Submission of Grievances and Responses:

All grievances and requests for arbitration must be submitted to the Employer's Human Resources office, by hard copy or electronic mail. Employer responses will be submitted to the Union's business office by hard copy or electronic mail, with copies to the Union steward and grievant (if applicable).

- a. Employees who have not successfully completed their initial probationary period shall not have the right to file grievances under this procedure involving dismissal or demotion.
- b. Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.

12.5 Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

12.6 Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.

12.7 The Employer and the Union shall supply each other with requested information reasonably needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

12.8 Process:

- a. **Step 1.** The Union shall submit the grievance to the Department Head with a copy to Human Resources within ten (10) working days of the day the Employee(s) or the Union know or reasonably should have known of the event(s) giving rise to the grievance. The Department Head will respond to the grievance in writing within ten (10) working days after receipt.
- b. **Step 2.** Should Step 1 fail to resolve the grievance, within ten (10) working days following receipt of the Step 1 response, the Union may advance the written grievance to the City Administrator for his or her consideration. The City Administrator will respond in writing to the grievance within ten (10) working days after receipt of the Step 2 grievance.
- c. **Step 3.** Should Step 2 fail to resolve the grievance, the Union may submit a written demand to arbitrate the grievance within ten (10) working days after its receipt of the City Administrators Step 2 response.

12.9 Arbitration.

Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association (AAA), Washington State Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS), or from any other mutually agreed source. Within seven (7) calendar days following the receipt of the list of eligible arbitrators. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a coin flip.

12.10 Authority. The Arbitrator:

- a. will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement.
- b. will be limited to his or her decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it.

12.11 Procedure. Arbitration will take place in accordance with the Labor Arbitration Rules of the AAA, PERC, FMCS, or other mutually agreed source unless the parties agree otherwise in writing.

12.12 Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the Employer, the Union, and the Employee(s).

12.13 Arbitration Costs.

- a. The expenses and fees of the arbitration and the cost (if any) of the hearing room will be shared equally between the Parties. If one Party chooses to use a court reporter, the requesting Party shall bear the costs associated with the court reporter. The other Party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it

makes the request for a copy of the report and transcript, and by paying half the costs charged to produce the report and transcript.

- b. If the arbitration hearing is postponed or canceled because of one (1) Party, that Party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the Parties.
- c. Each Party is responsible for the costs of its Staff Representatives, Attorneys, Witnesses and all other costs related to the development and presentation of its grievance.

ARTICLE 13 – UNION LEAVE

13.1 Union Leave:

- a. The City shall grant time off to Employees requested by the Union as provided herein, without pay or benefits and without loss of seniority or City time-in-service, to any Employee designated by the Union, to attend a labor convention, seminar or training or to serve in any capacity on other official business.
- b. Prior to granting any Union Leave, the Union shall provide to the City no less than fourteen (14) calendar days written notice requesting the Leave be granted and specifying the Employee affected, the length of time off and the specific reason for the time off. An Employee(s) accepting an assignment with/for the Union may be granted a leave of absence, pursuant to this Article, for up to fourteen (14) days which may be extended to ninety (90) days by agreement with the City.
- c. The City shall not be required by this Article 13, to grant leave to any Employee where such absence by the Employee would tend to interfere with the efficient conduct of the City's business.

ARTICLE 14 – SICK LEAVE/COMPASSIONATE LEAVE

- 14.1 Incorporation, by reference, of OHMC 2.34 and the Employee Policy Manual into this Agreement provides for Employee sick leave. Sick leave may be used for any purpose in accordance with the law.
- 14.2 All Employees shall be required to perform the essential duties of their position with or without a reasonable accommodation. The City shall be entitled to request medical or other documentation to verify the appropriate use of sick leave as well as any requested accommodation. Verification will typically be required when an Employee is absent for more than three (3) consecutive days. Verification requests shall be in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.
- 14.3 Should a full-time Employee be on a temporary schedule change to part-time at less than twenty (20) hours per week for more than half (½) a month, the Employee will have their sick leave accrual adjusted to their part-time percentage, but in no instance shall sick leave accrual be less than the mandated accrual as determined by state law.

- 14.4 Compassionate Leave: An Employee shall be granted a paid leave of absence, as outlined in the City of Oak Harbor Employee Policy Manual.
- 14.5 Washington State Paid Family and Medical Leave: Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program (RCW 50A.04). Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the city and the employee pursuant to the premium rates established by RCW 50A.04.115.

ARTICLE 15 – NON-DISCRIMINATION

- 15.1 In accordance with applicable Law, neither the City nor the Union shall discriminate against any Employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, pregnancy, marital status, sexual orientation, disability (as defined by ADA), military status, Union membership or any other characteristic protected by Law. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate Federal or State agency or court. The Union recognizes the City is an Equal Opportunity Employer.

ARTICLE 16 – SEPARABILITY AND SAVINGS

- 16.1 If an Article or Section of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by Law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 17 – TERM OF AGREEMENT

- 17.1 This Agreement shall become effective on the date of ratification, retroactive wherever specifically indicated herein, and shall remain in full force and effect until and through December 31, 2026. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2026. In the event of written notice of a desire to change or modify the Agreement by either or both Parties, the wages, hours and conditions herein shall be modified only as permitted by Law and negotiations shall commence without undue delay after receipt of such notice.
- 17.2 Should the City determine there is economic justification; the City may open this Agreement by giving notice to and meeting with the Union. The City shall provide the Union with the information supporting the City's determination. The City and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

Signed this _____ day of _____, 2024.

BY: _____
Ronnie Wright, Mayor
City of Oak Harbor

BY: _____
Rich Ewing, Secretary-Treasurer
Teamsters Union Local 231

Appendix A – Wages and Classifications

City of Oak Harbor
Salary Structure
Teamsters Marina, Parks, and Public Works

Effective **1/1/2024**

COLA = 1.0500 Step = 1.03
 With a 5.00% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	4,240 24.46	4,366 25.19	4,496 25.94	4,630 26.71	4,769 27.51	4,914 28.35	5,061 29.20	5,210 30.06	5,367 30.96	5,528 31.89
Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT)	TB	4,321 24.93	4,452 25.68	4,584 26.45	4,721 27.24	4,862 28.05	5,008 28.89	5,160 29.77	5,314 30.66	5,473 31.58	5,638 32.52
Marina Maintenance Attendant III Marina Operations Specialist III	TC	4,496 25.94	4,630 26.71	4,769 27.51	4,914 28.35	5,061 29.20	5,210 30.06	5,367 30.97	5,529 31.90	5,695 32.86	5,866 33.84
Administrative Assistant - Engineering	TD	4,675 26.97	4,816 27.78	4,962 28.63	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,101 35.20
WWTP Operator I	TE	4,721 27.24	4,862 28.05	5,008 28.89	5,160 29.77	5,314 30.66	5,471 31.56	5,636 32.52	5,806 33.50	5,981 34.50	6,160 35.54
Facility Utility Maintenance Parks Specialist II Solid Waste Collector II	TF	4,962 28.63	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,285 36.26	6,473 37.35
Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III	TG	5,110 29.48	5,262 30.36	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,470 37.32	6,664 38.44
Water Quality Specialist WWTP Operator II	TH	5,315 30.66	5,471 31.56	5,637 32.52	5,806 33.50	5,981 34.51	6,160 35.54	6,346 36.61	6,533 37.69	6,729 38.82	6,931 39.99
Engineer Technician Water Specialist III	TI	5,367 30.97	5,529 31.90	5,695 32.86	5,866 33.84	6,042 34.86	6,221 35.89	6,408 36.97	6,601 38.08	6,799 39.22	7,003 40.40
Diesel Mechanic SD/WW Compliance Inspector/Educator	TJ	5,420 31.27	5,584 32.21	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,471 37.33	6,666 38.46	6,866 39.61	7,071 40.80
WWTP Laboratory Technician	TK	5,471 31.56	5,636 32.52	5,828 33.62	5,980 34.50	6,159 35.53	6,345 36.60	6,532 37.68	6,728 38.82	6,930 39.98	7,138 41.18
Construction Inspector Senior Engineering Technician Lab Chemist	TL	5,751 33.18	5,923 34.17	6,102 35.20	6,281 36.24	6,471 37.33	6,666 38.46	6,865 39.61	7,071 40.80	7,283 42.02	7,502 43.28
WWTP Operator III	TM	5,923 34.17	6,101 35.20	6,285 36.26	6,470 37.32	6,665 38.45	6,866 39.61	7,071 40.79	7,283 42.02	7,502 43.28	7,727 44.58
	TN	6,101 35.20	6,284 36.25	6,473 37.35	6,664 38.44	6,865 39.60	7,071 40.80	7,283 42.02	7,502 43.28	7,727 44.58	7,959 45.92
Maintenance Foreman Operations Foreman	TO	6,284 36.25	6,473 37.34	6,668 38.47	6,864 39.60	7,071 40.79	7,284 42.02	7,502 43.28	7,727 44.58	7,959 45.92	8,197 47.29

City of Oak Harbor
Salary Structure
Teamsters Marina, Parks, and Public Works

Effective **1/1/2025**

COLA = 1.0250 Step = 1.03
 With a 2.50% Increase from previous year

3% 3% 3% 3% 3% 3% 3% 3% 3%

Classifications	Salary Range	Proficiency Level									
		1	2	3	4	5	6	7	8	9	10
Marina Maintenance Attendant I Marina Operations Specialist I Parks Specialist I Solid Waste Collector I Storm Drain/WW Collections Spec I Streets Specialist I Water Specialist I	TA	4,346 25.07	4,475 25.82	4,608 26.59	4,746 27.38	4,888 28.20	5,037 29.06	5,188 29.93	5,341 30.81	5,501 31.74	5,666 32.69
Marina Maintenance Attendant II Marina Operations Specialist II WWTP Operator-In-Training (OIT)	TB	4,429 25.55	4,563 26.32	4,699 27.11	4,839 27.92	4,983 28.75	5,133 29.61	5,289 30.51	5,447 31.42	5,610 32.37	5,779 33.34
Marina Maintenance Attendant III Marina Operations Specialist III	TC	4,608 26.59	4,746 27.38	4,888 28.20	5,037 29.06	5,188 29.93	5,341 30.81	5,502 31.74	5,667 32.70	5,837 33.68	6,012 34.69
Administrative Assistant - Engineering	TD	4,792 27.65	4,936 28.48	5,086 29.34	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,071 35.03	6,253 36.08
WWTP Operator I	TE	4,839 27.92	4,983 28.75	5,133 29.61	5,289 30.51	5,447 31.42	5,608 32.35	5,777 33.33	5,952 34.34	6,130 35.37	6,314 36.43
Facility Utility Maintenance Parks Specialist II Solid Waste Collector II	TF	5,086 29.34	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,442 37.16	6,635 38.28
Storm Drain/WW Collections Specialist II Streets Specialist II Water Specialist II Arborist Parks Specialist III	TG	5,238 30.22	5,393 31.11	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,631 38.26	6,830 39.41
Water Quality Specialist WWTP Operator II	TH	5,448 31.43	5,608 32.35	5,778 33.33	5,952 34.34	6,131 35.37	6,314 36.43	6,504 37.53	6,696 38.63	6,897 39.79	7,104 40.99
Engineer Technician Water Specialist III	TI	5,502 31.74	5,667 32.70	5,837 33.68	6,012 34.69	6,193 35.73	6,376 36.79	6,568 37.89	6,766 39.03	6,969 40.21	7,178 41.41
Diesel Mechanic SD/WW Compliance Inspector/Educator	TJ	5,555 32.05	5,723 33.02	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,632 38.26	6,832 39.42	7,037 40.60	7,248 41.82
WWTP Laboratory Technician	TK	5,608 32.35	5,777 33.33	5,973 34.46	6,130 35.36	6,313 36.42	6,503 37.52	6,695 38.63	6,896 39.79	7,103 40.98	7,316 42.21
Construction Inspector Senior Engineering Technician Lab Chemist	TL	5,895 34.01	6,072 35.03	6,254 36.08	6,438 37.14	6,632 38.26	6,832 39.42	7,037 40.60	7,248 41.81	7,465 43.07	7,689 44.36
WWTP Operator III	TM	6,071 35.03	6,254 36.08	6,442 37.16	6,631 38.26	6,831 39.41	7,037 40.60	7,248 41.81	7,465 43.07	7,689 44.36	7,920 45.69
	TN	6,253 36.08	6,441 37.16	6,635 38.28	6,830 39.41	7,036 40.59	7,248 41.82	7,465 43.07	7,689 44.36	7,920 45.69	8,158 47.06
Maintenance Foreman Operations Foreman	TO	6,441 37.16	6,635 38.28	6,834 39.43	7,035 40.59	7,247 41.81	7,466 43.07	7,689 44.36	7,920 45.69	8,158 47.06	8,402 48.47

TEAMSTERS - 1-11-24	No Change	Proposal	Difference	% Difference
Year 2023 Base	\$ 3,415,596.24	\$ 3,415,596.24		
Year 2024	\$ 3,470,949.34	\$ 3,605,452.90	\$ 134,503.56	3.88%
Year 2025*	\$ 3,473,035.89	\$ 3,717,511.08	\$ 244,475.19	7.04%

* Pension Employer Cost to Decrease 1.5% per Office of the State Actuary

HUMAN RESOURCES

COLLECTIVE BARGAINING AGREEMENT FOR MARINA, PARKS AND PUBLIC WORKS

AGENDA ITEM:
8.C



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council

1/16/2024

ACTION

This is to present the proposed labor agreement by and between the City of Oak Harbor Marina, Parks, and Public Works departments and Teamsters Union, Local No. 231.

SUMMARY

- On December 20, 2023 the City of Oak Harbor Mayor's Administration and the Teamsters Union Local 231 tentatively agreed to a two (2) year collective bargaining agreement for Marina, Parks, and Public Works.
- This agreement cover the years of 2024 and 2025 through 2023 to December 31, 2025
- January 10, 2024 bargaining unit members voted and approved to ratify the negotiated agreement

NEGOTIATED ITEMS

- Combined the Marina and Public Works contracts into one agreement
- Cost of living adjustment (COLA) of 3% for 2024 and 2.5% for 2025
- Market adjustment of 2% for 2024
- Adjusted health insurance premium cost share from 80%/20% to 90%/10%

NEGOTIATED ITEMS

- Standby duty premium from \$32.00 per weekday and \$48.00 per weekend day to \$3.25 per hour
- Reimbursement of prescription safety eyewear capped at \$400.00 per year
- Steel Toed Boots/Approved Workwear for Public Works from \$200.00 to \$300.00 to match Marina and Parks
- Multiple other minor changes and adjustments



COSTING FOR MARINA, PARKS, AND PUBLIC WORKS

TEAMSTERS - 1-11-24	No Change	Proposal	Difference	% Difference
Year 2023 Base	\$ 3,415,596.24	\$ 3,415,596.24		
Year 2024	\$ 3,470,949.34	\$ 3,605,452.90	\$ 134,503.56	3.88%
Year 2025*	\$ 3,473,035.89	\$ 3,717,511.08	\$ 244,475.19	7.04%

* Pension Employer Cost to Decrease 1.5% per Office of the State Actuary



COLLECTIVE BARGAINING AGREEMENTS FOR MARINA, PARKS, AND PUBLIC WORKS

Questions?

RECOMMENDED ACTIONS

Authorize the Mayor to sign the labor agreement by and between the City of Oak Harbor and the Teamsters Union, Local No. 231 for Marina, Parks, and Public Works.

Thank you!

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

Bill No. 9.a.
Date: January 16, 2024
Subject: 2024 Legislative Session
Member Requested Local
Community Projects

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

I move to approve the submission of the 2024 Local Community Projects to the Legislature for consideration.

BACKGROUND / SUMMARY INFORMATION

The 2024 Legislative Session Member Requested Local Community Project allows House and Senate members to request separate appropriations in the capital budget. Funding is at the discretion of the Legislature. This is not a formal grant program.

The City of Oak Harbor has submitted and received several requests for projects in the last five years.

This year, City Administration is proposing three requests:

- A request of \$200,000 for a Sports Complex/Recreation Center Feasibility Study. The Council, Parks and Recreation Commission and residents have expressed interest in an indoor sports facility for Oak Harbor.
- A request of \$750,000 for the Oak Harbor Police Department Electric Patrol Vehicle Pilot Project. The department is proposing the purchase of six electric patrol cars and a DC charging station. The cost would include installation of the charging station and outfitting each EV with standard patrol car equipment.
- A request of \$1,000,000 for the Marina Dredging Project. Island County awarded the City \$1,000,000 through the Rural County Economic Development Infrastructure Investment program in 2023. The State funding will build on the county funds and support upcoming federal requests for funding the dredging project.

Requests are due to the legislature by January 26, 2024.

LEGAL AUTHORITY

FISCAL IMPACT

\$200,000 is not budgeted for the Sports Complex/Recreation Center Feasibility study. A request to add this amount via a future budget amendment to the Parks and Recreation's budget will be made to the City Council if the city receives the funding from the legislature.

\$750,000 is not budgeted for the Police Department Electric Vehicle Pilot Project. A request to add this amount via a future budget amendment to the Police Department's budget will be made to the City Council if the city receives funding from the legislature.

\$1,000,000 for the Marina Dredging Project will offset city and marina funds that will be requested in the 2025-2026 biennial budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

N/A

ATTACHMENTS

1. [Member Requested Local Community Project PowerPoint](#)
2. [2024 Legislative Session Member Requested Local Community Project form](#)

CITY OF OAK HARBOR
2024 LEGISLATIVE SESSION
MEMBER REQUESTED
LOCAL COMMUNITY
PROJECT REQUESTS

LOCAL COMMUNITY PROJECTS

- Provides House & Senate members the ability to request separate, unique appropriations in the capital budget.
- City Administration is proposing 3 requests for Council consideration.

Communities complete the online form with information detailing the local community project.

Projects sponsored by one or more legislators in our district who walks the project through the budgeting process.

House & Senate approve capital budget. Governor signs. Project(s) announced.

PROJECT 1: FEASIBILITY STUDY

- **Sports Complex / Recreation Center**
 - \$200,000 Request
 - Community interest
 - Parks & Recreation Commission interest
 - City Council interest

- **Study:**
 - Possible locations
 - Amenities/services
 - Approximate size
 - Approximate cost
 - Staffing needs
 - Cost-Benefit Analysis

PROJECT 2: EV PILOT PROJECT

- **\$750,000**
 - Six patrol cars + charging station
 - Cost savings
 - Fuel
 - Maintenance
 - Reduces replacement schedule
 - Environmental benefits
 - Commitment to sustainability



PROJECT 3: MARINA DREDGING



- **\$1,000,000 Request**
 - Builds on Island County's support of the Marina Dredging Project (\$1,000,000 from RCED)
 - State & County support of the project will further Federal funding requests
 - Will also build up the fund balance for a 2025-2026 timeline

QUESTIONS & DISCUSSION

RECOMMENDED ACTION

I move to approve the submission of the 2024 Local Community Projects to the Legislature for consideration.

2024 Legislative Session

Member Requested Local Community Project Information Online Form

Only requests filled out and submitted at <https://forms.office.com/g/35c17nYd6z> will be accepted.

Request must be submitted by **January 26, 2024**.

If you exit the browser before submitting this form, your work will be lost.

Important Notes: This is not a formal grant program. This form provides information for House and Senate members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature.

This document may be subject to disclosure under the Public Records Act (Chapter 42.56 RCW).

Funds are available on a reimbursement basis only and cannot be advanced.

Tips: Successful past projects generally are ones in which the requested state funds: (1) Are a smaller portion of the total project funding (25% or less); (2) Provides project phasing options in the event a whole request will not be funded; (3) Are for a project that is ready to go and will be completed within the biennium.

*Required

I. Local Community Project Name and Sponsor

Type in a short Project Name. You are **required** to select a Primary Legislative House Sponsor **or** a Primary Legislative Senate Sponsor. You may select both House and Senate Sponsors.

1. Project Name *

Enter a concise, descriptive project name, no longer than 45 characters. If your project is funded, this is what will more than likely be listed in the budget.

Enter your answer

2. Primary Legislative House Sponsor

If applicable, select a House Representative.

Select your answer

3. Legislative House Co-Sponsor

Optional

Select your answer

4. Primary Legislative Senate Sponsor

If applicable, select a Democratic Senator. For Senate Republican sponsored projects, please contact your Senate Republican sponsor for the form. <https://leg.wa.gov/Senate/Senators/Pages/default.aspx>

Select your answer

You must select a
Primarily Legislative **House** Sponsor
or a
Primarily Legislative **Senate** Sponsor
or both.

Your submission will be sent to the selected
House and/or **Senate** member(s) for their approval.

II. Where is the project physically located?

5. Street Address *

If the physical address is unknown, please provide geographic markers, parcel numbers, or other information about where the project will be located.

Enter your answer

6. City *

Enter your answer

7. Zip

Enter your answer

8. County *

Select your answer

9. Primary Legislative District of Project *

Number must be between 1 ~ 49

10. Other Legislative Districts Project is Located in

Enter your answer

11. Primary Latitude

Use <http://www.mapcoordinates.net/en> or <https://www.google.com/maps/> to determine coordinates of the site.

Number must be between 45.5 ~ 49

12. Primary Longitude

Use <http://www.mapcoordinates.net/en> or <https://www.google.com/maps/> to determine coordinates of the site.

Number must be between -124.7 ~ -116.9

III. Project Contact

This is the organization in charge of the project and will receive these funds.

13. Organization *

14. First Name *

15. Last Name *

16. Contact Title *

17. Organization Website *

18. Phone *

19. E-mail *

20. Contact Mailing Address *

21. Contact Mailing City *

22. Contact Mailing Zip *

IV. Organization Information

23. Is this a joint project with another organization? *

Yes or No

24. If yes, has a joint operating agreement been signed? *

Yes or No

25. If yes, list the partners for the project. *

Enter your answer

Highlighted questions will only display depending on the answer to the previous question.

The question numbers in the online form may be different than what is listed in this document.

26. Is the organization that will manage the funding different from the project contact organization or joint partner? *

Yes or No

27. If it is different, please provide the name of the organization or fiscal agent that will manage the funding. *

Enter your answer

28. Is the requesting organization or joint partner registered with the state as a non-profit organization?

Yes or No

29. If answered no, is the applicant a local government? *

Yes or No

V. Project Information

30. Project Scope *

Briefly describe the scope of the project, or phase of the project, that will be funded with this request. What are the activities, objectives, and outcomes of the project? If this project is a discrete phase of a larger multi-phased project, describe the activities and outcomes that will be achieved with this request. If funded, this information is used for contractual purposes.

Enter your answer

Please note:

The form has a text limit of **200,000 characters total for the entire form**. For example, the 2024 form has 71 questions. Each of the text answers can average about **5,350** characters after allowing 300 characters for the 33 other questions.

Answer Type	Count	Average Characters	Total Characters
Text	37	5,350	197,950
Yes/No	21	3	63
Number	10	12	120
Drop Down	5	25	125
Total			198,258

(as an example, [HB 1008](#), a 3-page bill, contains 5106 characters)

VI. Project Schedule

31. Will the entire project be completed after this funding request? *

Yes or No

32. Describe the estimated cost and schedule for each remaining phase of the project. *

Enter your answer

33. Describe what discrete phase of the project will be completed with the funding from this request. *

Enter your answer

34. Estimated completion dates for each phase of the project. *

Enter your answer

VII. 2024 Supplemental Capital Budget Request by Project Type or Phase.

Insert requested \$ amount. You must enter the dollar amount of the project in one or more category fields. If funded, the amount entered informs the contract. For example, if you would like to contract for design services, enter an amount in the design row. Entering \$0 in all funding category fields results in a \$0 total, regardless of whether a total was entered in the Total Funding Requested field.

A mandatory Commerce Administrative fee of up to 3% (max of \$50,000) will be added to the total amount.

35. Land Acquisition - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

36. Demolition and Site Preparation - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

37. Design - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

38. New Construction - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

39. Renovation - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

40. Other - Requested Dollar Amount *

Enter whole number (no \$ sign).

The value must be a number

41. Please describe other project type

Enter your answer

42. Total Funding Requested *

Enter the sum of the values entered above.

The value must be a number

- Enter a whole number for each requested dollar amount.
- Do not include the \$ sign.
- Enter 0 for any categories that are not included in this request.
- At least one category (questions 35-40) must have a non 0 value.

- Enter the sum of the values entered above.
- A mandatory Commerce Administrative fee of up to 3% (max of \$50,000) will be added to the total amount.

VIII. Site Control

43. Is the site owned or being purchased by the project contract? *

Yes or No

44. If no, is the property being leased by the project contact for a term that will meet or exceed 10 years? *

Yes or No

45. If no, please explain how the property will be secured for public use for at least 10 years, including the name of any other organizations that will maintain site control. *

Enter your answer

46. Does the applicant understand and agree that any and all real property owned or under a lease, that is acquired, constructed, or otherwise improved upon using state funds as approved by the Legislature must be held and used for the purposes stated in this application for at least ten years from the date the project is complete and becomes available for public use? *

Yes or No

IX. Project Funding

See <http://fiscal.wa.gov/CapitalGrantLoanPrograms.aspx> for other available grants and loan programs.

47. What type of project is this? *

Select your answer

48. How many beds does this add? What type of services are provided? [Behavioral Health] *

Enter your answer

49. How many chairs would be added or how many additional clients would be served due to this funding? [Dental] *

Enter your answer

50. How many slots would be added with this funding? [ECEAP] *

Enter your answer

51. How many units would be created or preserved with this funding? [Housing] *

Enter your answer

52. Has the applicant applied for other grants or loans listed on the Competitive Capital Budget Grant and Loan Programs? *

<http://fiscal.wa.gov/CapitalGrantLoanPrograms.aspx>

Yes No

53. If yes, was your project funded? If so, how much? *

Enter your answer

54. If no, were you planning on applying for those funds? If not, why not? *

Enter your answer

55. What amount and what percentage of funding has the applicant secured for the project to date? Please list each amount by local, federal, state or private funding source or program. *

Enter your answer

56. Besides the amount being requested, what amount of funding does the applicant need to secure in the future in order to complete the project? Please list how the amount will be raised by local, federal, state or private funding source or program. *

Enter your answer

57. Please list all past efforts to obtain state funding for the project through the member requested local community project form, including the legislative session and the amount of funding obtained. *

Enter your answer

58. Once completed, how will the project fund its ongoing maintenance and operation? *

Enter your answer

X. Project Benefits and Challenges

59. How will the requested phase of the project benefit the public? *

Enter your answer

60. Will this project phase have a revenue-generating component that would have community and state economic benefit? Please describe and quantify. *

Enter your answer

61. Please quantify any long-term job creation that will result from this project phase. *

Enter your answer

62. Are there any existing or anticipated community concerns about this project that would prevent it from moving forward? *

For example, conflict with land use, neighborhood concerns, other.

Enter your answer

XI. Acknowledgements - The undersigned acknowledges and agrees to the following:

If the project is funded, Commerce will require the project contact to meet contractual requirements. More information can be found here: <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/>

63. Except for preconstruction activities or purchases of real property that does not lead to construction or renovation, the grantee must have site control of the project before the contracting process can begin. *

Site Control: <https://deptofcommerce.box.com/s/bm22boqyxuo6tyc09a9xm4uihkv6y9t/>

Yes

64. Except for design only requests, the grantee must secure all non-state funds needed to complete the project before receiving the state reimbursement. *

Budget: <https://deptofcommerce.box.com/s/qd0dxqudbbt5at1po52ax9evfh7ohkuf>

Yes

65. The grantee and their contractors must pay applicable state prevailing wages as of the date the 2023-25 Capital Budget is approved and executed. *

Prevailing Wage: <https://deptofcommerce.app.box.com/s/uh9xjb3dzvunn297p5i7elci81l6kzd>

Yes

66. The project must be built to at least the LEED Silver Standard or receive an exemption. *

LEED FAQ: <https://deptofcommerce.app.box.com/s/lzap35o6b22cwhnb6bq7x69wjlrлу0b>

Yes

67. Awards over \$250,000 are subject to the securitization process and will need to be securitized. *

Securitization: <https://deptofcommerce.app.box.com/s/rbixyhncmmdi6br7x2jiiqw62xy6fvqs>

Yes

68. The grantee must complete the process outlined in Executive Order 21-02 before the contracting process can begin. This includes both Tribal and DAHP Consultation. *

Tribal Consultation: <https://deptofcommerce.app.box.com/s/33tj3xtsfqno8rnnuudiiv7jphp62f4t>

Yes

69. The grantees must provide insurance to cover the project. *

Insurance: <https://deptofcommerce.app.box.com/s/xikha2i61yv4w25s1nkyx6ovdeepcl96>

Yes

70. This is a reimbursement grant and funds may not be advanced under any circumstances. *

For more info, please see the CCF Toolkit:

<https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/>

Yes

71. If the project is awarded in the capital budget, the project must meet programmatic requirements in order to contract and receive funds. *

For local community projects: <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/>

For housing projects: <https://deptofcommerce.app.box.com/s/f89ytc0qtime7dl6wpqke5h2zl1jwzlm>

Yes

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

Bill No. 10.a.
Date: January 16, 2024
Subject: County Wide Planning Policies
Update

FROM: Rajesh 'Cac' Kamak, AICP, Principal Planner, Development Services

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

Currently no action is required. This is for information purposes only.

BACKGROUND / SUMMARY INFORMATION

The CPP is an important document that is required by the state for all counties that are subject to the Growth Management Act (GMA). This document lays out the procedures and methodologies for population projections, buildable land analysis, and other city/county functions that are necessary to plan for growth.

The CPPs policies provide procedures for Administration and Implementation of the CPP in Section 4. As per this section a Countywide Planning Group (CPG) has been reviewing the current CPP and identifying changes that are needed before the next major update in 2025.

Attached to this report is a marked-up version of the amended policies. The edits and changes can be broadly categorized into the following:

- Clerical and Terminology Updates – Changes that were clerical, updated terminology, or consistency with other documents. Some of these changes also include updating outdated clauses or removal of terminologies that are not applicable to the current scope or application.
- Buildable Land Procedures – The process to assess buildable land has changed since the last update. New requirements and procedures from the state have been captured in the amendments for housing. Modifications to the adjustment factors are being proposed due to some of the changes that were adopted as part of the housing action plan.
- Appendix B – Housing Allocation Methodology – This is a new section and is based on the State’s requirements. This section outlines how the housing that is allocated to Island County is distributed to the various jurisdictions.

Staff will provide a brief presentation and open the floor for discussion. Although this topic has been discussed with the Planning Commission at its June meeting and the joint workshop in October, this is the first time that Appendix B has been released for discussion. Housing Allocation in this document will provide one of the key metrics in the 2025 Major Update to the Comprehensive Plan.

Related Upcoming Actions

- Ratify the 20-year Population Projection – The CPPs include a procedure for all jurisdictions to agree on the population projections for the major update. The CPP recommends the medium projection from Office Of Financial Management (OFM) and deviate only if necessary. The CPG did not see any reason to deviate from the medium projection which is 102,639. The County will consider formalizing this projection in January. The City Council will then have a chance to ratify it. Staff will bring a resolution forward for consideration after County action.
- Ratify the amendments to the CPP – A similar process as the above is outlined for the amendment to the CPP as well. This encompasses all the changes in the attached document. The County will consider formalizing the changes in February. The City Council will then have a chance to ratify it. Staff will bring a resolution forward for consideration after County action.

LEGAL AUTHORITY

FISCAL IMPACT

No fiscal impact. Information only.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS

1. [Proposed Countywide Planning Policies - with edits Nov 2023](#)
2. [Presentation](#)

Draft Countywide Planning Policies 2025 Periodic Update

1. General Provisions

1.1 Purpose

The Washington State Growth Management Act (GMA) requires that cities and counties adopt comprehensive plans. The GMA further requires that counties adopt Countywide Planning Policies (CWPPs) (RCW 36.70A.210 & WAC 365-196-305) to guide and coordinate issues of regional significance. The following goals and policies are intended to guide intergovernmental planning efforts, fully implement the planning goals identified in the GMA, and ensure that the actions of government agencies within Island County are coordinated and consistent with one another.

1.2 Applicability

These policies are intended to apply countywide. Any Government Agency or Special Service District within Island County that conducts planning activities or provides Public Services shall be subject to the goals and policies identified in these CWPPs; specifically:

1. Planning Policies and plans adopted or enforced by Government Agencies and Special Service Districts shall be consistent with these goals and policies.
2. All decisions by Government Agencies and Special Service Districts regarding the provision or construction of Public Services and facilities shall be consistent with these goals and policies.
3. These goals and policies should not be construed to otherwise reduce, diminish, or supersede those planning and land use powers reserved exclusively for the Municipalities or the Island County by Washington State law.

1.3 Definitions

The following definitions shall be used in the interpretation and application of the CWPPs.

1. **Agency, Government:** The County government of Island County, a Municipality within Island County, or a department or agency of the State of Washington.
2. **County:** The County government of Island County. This term is used throughout this document to differentiate between the jurisdictional limits of the

government of Island County, and the geographic area encompassed by Island County.

3. **Development Regulation:** Controls placed on development or land use activities by the ~~C~~county or ~~M~~municipalities, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, platting regulations, subdivision and short subdivision ordinances, and binding site plan ordinances together with any amendments thereto.
4. **Facility of Statewide or Countywide Significance:** Those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW [47.06.140](#), regional transit authority facilities as defined in RCW [81.112.020](#), state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW [71.09.020](#). Public school facilities and municipal sewage treatment facilities shall also be considered ~~F~~facilities of ~~S~~statewide or ~~C~~countywide ~~S~~significance. Throughput transmission facilities and major utilities, as defined in Island County Code ([ICC](#)), shall not be considered ~~F~~facilities of ~~S~~statewide or ~~C~~countywide ~~S~~significance. This definition is intended to be used synonymously with the term “essential public facilities”.
5. **Future Planning Area (FPA):** An area immediately outside of, and adjacent to, a Non-Municipal Urban Growth Area. ~~FPA~~s ~~Future Planning Areas~~ are designated by the ~~C~~county to reserve areas which may be necessary for future ~~U~~urban ~~G~~growth and to protect land which has been identified as resource land of long-term commercial significance, and land extensively constrained with critical areas, key entrance roads, and areas of historical significance. Broadly, such areas are intended to provide an opportunity for long-term planning beyond the normal twenty year planning horizon.
6. **Joint Planning Area (JPA):** Areas immediately outside of, and adjacent to, Municipal Urban Growth Areas. JPAs are jointly designated by the ~~C~~county and ~~M~~municipalities to reserve areas which may be necessary for future ~~U~~urban ~~G~~growth and to protect land which has been identified as resource land of long-term commercial significance, land extensively constrained with critical areas, key entrance roads, and areas of historical significance. Broadly, such areas are intended to provide an opportunity for long-term planning beyond the normal twenty year planning horizon.
7. **Municipality or Municipal:** A legally incorporated or duly authorized association of inhabitants of a limited area for local government or other public purposes. For purposes of interpreting this document, “~~M~~municipality” or “~~M~~municipal” is intended to refer to the current incorporated jurisdictions in Island County (Coupeville, Langley, and Oak Harbor) as well as any city or town incorporated after the establishment of these ~~CW~~PPs.

~~8. **Planning Area:** Four Pplanning Aareas have been established in Island County for purposes of long-term planning, population forecasting, and data analysis. The four Pplanning Aareas include: Camano Island, North Whidbey, Central Whidbey, and South Whidbey. The specific boundaries of these areas are delineated on maps maintained by, and on file with, the Island County Planning Department.~~

89. Planning Goals or Planning Policies: Statements, goals, and specific policies expressed in the GMA Growth Management Act, CPPs Countywide Planning Policies, or a comprehensive plan adopted by the Ccounty or a Mmunicipality.

940. Resource Lands of Long Term Commercial Significance: Lands zoned Commercial Agriculture (CA) in accordance with the ICC Island County Zoning Code and RCW 36.70A.170 and RCW 36.70A.050.

1044. Rural Area(s): As used in this document the term “Rrural Aarea” is intended to refer to all of the land area in Island County outside of Urban Growth Areas. Generally (with the exception of RAIDs Rural Areas of More Intense Development), Rrural Aareas are intended to facilitate agriculture, forestry, and other resource dependent uses and activities which depend on rural resources and lands. Other uses may be permitted in the Rrural Aarea when consistent with the Ccounty’s definition of Rrural Ccharacter.

1142. Rural Area of More Intense Development (RAID): Areas of existing more intense rural development designated by the Ccounty pursuant to RCW 36.70A.050(d) and WAC 365-196-425(6). This term is synonymous with, and intended to be used interchangeably with, the term “Limited Area of More Intense Rural Development” (LAMIRD) as used in the GMA. The Island County eComprehensive pPlan contains a more complete definition as well as designation criteria for RAIDs.

1243. Rural Character: Refers to patterns of land use and development established by the Ccounty in the Rural Element of the Island County Comprehensive Plan. For purposes of interpreting this document, the definition of Rrural Ccharacter shall be the definition contained in the Island County Comprehensive Plan.

1344. Service, Public: Includes fire protection and suppression, law enforcement, public health, education, recreation, environmental protection, utilities, and other services or facilities provide by Ggovernment Aagencies or Sspecial Sservice Ddistricts. This term is synonymous with, and is intended to be used interchangeably with, the term “public facilities”.

1415. Service, Rural: Those Ppublic Sservices and public facilities historically and typically delivered at an intensity usually found in rural areas, and may include domestic water systems, fire and police protection services, transportation and public transit services, and other public utilities associated with rural development and normally not associated with urban areas. Rural services are those services necessary to support development which is consistent with the

definition of **R**rural **C**h~~ar~~acter and do not include storm or sanitary sewers, except as otherwise authorized by RCW [36.70A.110\(4\)](#).

1516. Service, Urban: Those **P**ublic **S**services and public facilities at an intensity historically and typically provided in cities, specifically including storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, transportation and public transit services, and other public utilities associated with urban areas and normally not associated with **R**rural **A**reas. Urban **S**services are intended to accommodate and facilitate **U**rban **D**development consistent with the policies expressed in the comprehensive plans adopted by **C**ounty and **M**municipalities.

1617. Special Service District: Independent governmental units that exist separately from local governments to provide public services to limited areas using public funds, including but not limited to sewer and water districts, fire districts, and school districts.

1718. Sprawl, Sprawling: Scattered, poorly planned **U**rban **D**development that often occurs in urban fringe and **R**rural areas. Generally, sprawl is neither reflective of **U**rban **C**h~~ar~~acter nor **R**rural **C**h~~ar~~acter. Sprawl occurs at densities too high to maintain **R**rural **C**h~~ar~~acter, but too low to provide the full range of social, economic, and cultural amenities typically associated with cities and towns. Sprawl is also characterized by forms of development which are difficult or costly to serve with high quality **U**rban **S**services.

1819. Urban Character, Urban Form: Refers to a pattern of **U**rban **G**rowth characterized by a high concentration of economic, social, and cultural amenities, as well as a full range of housing types and densities. Each **M**municipality in Island County has adopted a **C**omprehensive **P**lan which is expressive of their desired **U**rban Form and **C**h~~ar~~acter.

1920. Urban Development, Urban Growth: A pattern of growth that makes intensive use of land for the location of buildings, structures, and impermeable surfaces to such a degree as to be incompatible with the primary use of land for the production of food, other agricultural products, or fiber, or the extraction of mineral resources, rural uses, rural development, and natural resource lands designated pursuant to RCW [36.70A.170](#). Additionally, the term **U**rban **D**development includes all forms of development that are inconsistent with the **C**ounty's adopted definition of **R**rural **C**h~~ar~~acter.

2024. Urban Growth Area (UGA): Areas within which **U**rban **G**rowth is encouraged and outside of which growth can occur only if it is consistent with **R**rural **C**h~~ar~~acter and not **U**rban **D**development or urban in nature. In Island County, UGAs have been established around each **M**municipality. ~~In addition, a UGA has been established around Freeland in recognition of its existing pattern of **U**rban **D**development.~~

~~**22. Urban Growth Area, Municipal (MUGA):** Each Municipality in Island County has been included in an Urban Growth Area and is responsible for developing a~~

~~comprehensive plan in compliance with the GMA and the County Wide Planning Policies developed jointly by the County and Municipalities. For purposes of interpreting this document, the term “Municipal Urban Growth Area” shall mean an Urban Growth Area associated with an incorporated Municipality.~~

~~2123.~~ **Urban Growth Area, Non-Municipal (NMUGA):** An area characterized by an extensive pattern of ~~U~~urban ~~D~~development which was established prior to the adoption of the GMA and which does not include an incorporated ~~M~~municipality. In Island County, a ~~NMUGA Non-Municipal Urban Growth~~ has been established around the unincorporated area of Freeland in recognition of an existing pattern of ~~U~~urban ~~D~~development. The Freeland ~~NMUGA Non-Municipal Urban Growth Area~~ is subject to the ~~P~~planning ~~G~~goals and ~~P~~olicies set forth in the ~~Island County's~~ Comprehensive Plan and the Freeland Subarea Plan.

~~2224.~~ **Urban Growth Boundary (UGB):** The line separating ~~UGAs Urban Growth Areas~~ from surrounding ~~R~~rural ~~A~~areas. The UGB is intended to preserve ~~R~~rural ~~C~~character in ~~R~~rural ~~A~~areas and prevent low-density ~~S~~sprawling development by focusing and encouraging ~~U~~urban ~~G~~growth in designated ~~UGA Urban Growth Areas~~.

2. Countywide Planning Goals

Island County and the municipalities have identified the following goals as being of countywide concern. These goals are intended to establish a foundation for, and guide the interpretation of, the policies contained in this document.

- 1. Intergovernmental coordination:** ~~The~~ ~~Island~~ County, the City of Langley, the Town of Coupeville, the City of Oak Harbor, ~~S~~state ~~A~~agencies, and ~~S~~special ~~S~~service ~~D~~districts will work together to address issues of regional, or countywide, importance in a coordinated fashion. Proactive communication and coordination will improve the quality of planning activities and reduce the likelihood of disputes. Proactive outreach to tribes should be conducted to invite their participation in the updating of the CPPs.
- 2. Joint City and County Planning:** Decisions regarding ~~JPA~~s ~~Joint Planning Areas~~, ~~Municipal-UGAs Urban Growth Areas~~, areas for future UGA expansions, and JPA ~~O~~overlay designations will be made by the ~~C~~county and ~~M~~municipalities in a cooperative fashion.
- 3. Public Participation:** Island County citizens will be involved in the planning process and public comments will be considered by the ~~C~~county and ~~M~~municipalities before making planning decisions involving issues of countywide concern.
- 4. Urban Growth Areas:** All decisions regarding the designation of new ~~UGAs Urban Growth Areas~~, adjustments to existing ~~UGAs Urban Growth Areas~~, population forecasting, and the allocation of population to ~~UGAs Urban Growth Areas~~ will be made using clearly stated and rational criteria.

5. **Urban Development:** The social and economic vitality of Island County's cities and towns will be reinforced by ensuring that ~~U~~urban ~~D~~development occurs only within designated UGAs ~~Urban Growth Areas~~.
6. **Rural Development:** Island County's unique rural atmosphere and lifestyle will be protected from ~~S~~sprawling low density development and inappropriate uses; also, rural land use plans will ensure that permitted development is consistent with the availability of ~~R~~rural ~~S~~services and resources.
7. **Public Services:** Adopted land use and economic development plans will be reinforced and supported by ~~P~~public ~~S~~service and infrastructure investments. Decisions on infrastructure investments and the provision of ~~P~~public ~~S~~services will be made in a way which strengthens and reinforces adopted ~~P~~planning ~~G~~goals and ~~P~~policies.
8. **Urban Services:** In order to protect and enhance the quality of life enjoyed by the residents of Island County's ~~M~~municipalities and UGAs ~~Urban Growth Areas~~, ~~U~~urban ~~D~~development will be provided with high quality ~~U~~urban ~~S~~services. The Municipalities will work to provide services at a level that promotes and fosters ~~U~~urban ~~D~~development in a manner consistent with their adopted ~~P~~planning ~~G~~goals and ~~P~~policies. Urban ~~S~~services will not be provided outside of UGAs ~~Urban Growth Areas~~ to protect Island County's ~~R~~rural ~~C~~character and prevent scattered ~~S~~sprawling development patterns which are inefficient and costly to serve.
9. **Facilities of Countywide or Statewide Significance:** In recognition of the fact that some uses are difficult to site, but may be regionally significant or essential, the ~~C~~county, ~~M~~municipalities, and ~~S~~state agencies will work together to develop consistent policies and regulations governing, but not prohibiting these facilities.
10. **Transportation:** Island County should be served by an efficient, well connected, multimodal transportation system. Transportation plans, spending decisions, and regulations will be consistent with and reinforce adopted land use and economic development plans.
12. **Affordable Housing:** ~~Opportunities for affordable housing will be provided throughout Island County and a full range of housing types and densities will be permitted in Island County's Urban Growth Areas and Municipalities in order to ensure that the supply of new housing is consistent with demand.~~ Housing affordable to all income levels will be planned for and accommodated throughout Island County and municipalities.
13. **Economic Development:** Develop a coordinated and diverse economic base that provides employment opportunities and improves the wellbeing of all economic segments of Island County's population. The ~~C~~county and ~~M~~municipalities will consider economic development broadly by incorporating ~~P~~planning ~~P~~policies throughout their planning documents that are supportive of a coordinated economic development strategy.

13. **Critical Areas:** The **C**ounty and **M**municipalities will work together to ensure that **P**lanning **P**olicies, and **D**evelopment **R**egulations designed to protect Island County’s natural resources and critical areas are consistent with one another.
14. **Historic Preservation:** Preserve and protect cultural resources as well as lands, sites, and structures that have historic or archaeological significance.
15. **Water Resources:** Protect the long-term viability of Island County’s drinking water supply and the rights of Island County’s existing residents, by considering the relationship between allowed densities and known and/or verifiable water supplies.
16. **Climate Resilience & Natural Disasters:** In order to ~~avoid~~ mitigate the risks unnecessary and costly infrastructure and to avoid exposing Island County residents to ~~unnecessary risk~~, the **C**ounty, and **M**municipalities will work proactively to prepare for, and if necessary, adapt to make the county more resilient to, the impacts of changing climate patterns and natural disasters by incorporating climate resilience goals and policies in comprehensive plans.
17. **Public Health:** Promote the health of people of all ages and abilities by adopting policies and regulations that encourage safe, healthy habits through the communities we plan, build, and preserve.

3. Countywide Planning Policies

The following policies are intended to facilitate the realization of the countywide goals identified above. These policies are further intended to guide the development of **C**ounty and **M**municipal comprehensive plans and **D**evelopment **R**egulations where such plans and regulations involve issues of countywide concern.

3.1 General Provisions

1. Except as otherwise stated, **M**municipalities shall be responsible for establishing long range plans and **P**lanning **P**olicies for **Municipal UGAs Urban Growth Areas**. The **M**municipalities shall also be exclusively responsible for regulating land use and development within the incorporated portions of **Municipal UGAs Urban Growth Areas**.
2. The **C**ounty shall be responsible for regulating land use and development activities within unincorporated portions of **Municipal UGAs Urban Growth Areas**; however, the **C**ounty must coordinate with the associated **M**municipality to ensure that any new uses authorized by a **C**ounty permit or **D**evelopment **R**egulation are consistent with the **M**municipality’s **P**lanning **G**oals and **P**olicies, as well as any applicable **CPPs Countywide Planning Policies**.
3. Growth and development within **NMUGAs Non-Municipal Urban Growth Areas** shall be planned for, managed, and regulated by the **C**ounty.

4. The County and the Mmunicipalities should coordinate where appropriate, the development and implementation of long-range plans for youth services, senior services, fire protection, police services, air quality, transportation, solid waste, public and private utilities, watershed and storm-water planning, and environmental plans for the protection of critical areas.
5. Growth and development outside of UGAs ~~Urban Growth Areas~~ shall be planned for, managed, and regulated by the County, except that planning within JPAs ~~Joint Planning Areas~~ shall be subject to the JPA ~~joint planning area~~ policies described below in section 3.2.

3.2 Joint Planning Area Policies

1. For each ~~Municipal~~ UGA, the County and the Mmunicipality associated with the MUGA shall collaboratively designate a ~~Joint Planning Area (JPA)~~. Broadly, such areas are intended to provide an opportunity for long-term planning beyond the normal twenty-year planning horizon.
 - a. When identifying properties for inclusion in the JPA, the following shall be given first consideration:
 - i. Lands adjacent to the MUGA;
 - ii. Lands adjacent to essential public facilities and urban services;
 - iii. Lands that facilitate connectivity to established or projected transportation corridors; and
 - iv. Lands where inter-jurisdictional long-term coordination would be beneficial due to the sensitive nature of adjacent uses.
 - b. When possible, resource lands of long-term commercial significance should be considered for exclusion from the JPA.
 - c. JPA boundary lines shall be drawn, wherever practical, in order to:
 - i. Be contiguous and not contain any holes;
 - ii. Follow street alignments, water courses, and other physical boundaries;
 - iii. Be kept straight, simple, and logical; and
 - iv. Follow parcel boundaries (not dividing a parcel).
2. The County and the Mmunicipality shall also collaboratively produce a long-term conceptual plan for the JPA ~~Joint Planning Area~~ as follows:
 - a. Two broad overlay designations shall apply within JPAs as follows; Potential Priority Growth Areas (PGA) and Long Term Rural Significance (LRS) ~~Auxiliary Growth Area (AGA)~~. These designations need not be applied to all land within the JPA, land may be left undesignated; however, sufficient quantities of both PGA and ~~AGA~~ LRS land should be designated to guide and control future development and UGA expansions.

- b. The JPA overlay designation of ~~Priority Growth Area (PGA)~~ should be considered for lands which are:
 - i. Already characterized by ~~U~~urban ~~D~~development,
 - ii. Served by ~~U~~urban ~~S~~services, particularly sanitary sewer, or
 - iii. Determined by the ~~M~~municipality and the ~~C~~county to be the most logical and ~~cost~~ effective location to accommodate future ~~UGA Urban Growth Area~~ expansions.
- c. Land should not be assigned a ~~JPA Joint Planning Area~~ overlay designation of PGA if such land meets the criteria for an ~~AGA LRS~~ designation unless when such designation meets the criteria established in 3.2(2)(~~e~~f) of this chapter.
- d. JPA overlay designation of ~~Auxiliary Growth Area (AGA)~~ LRS should be considered for lands which are:
 - i. Extensively constrained by critical areas, flood hazards, or tsunami hazards, except when this land could be used to fulfill open space requirements;
 - ii. Determined by the ~~C~~county and/or ~~M~~municipality to have long-term cultural, scenic or environmental benefits, except when this land could be used to fulfill open space requirements;
 - iii. Resource lands of long-term commercial significance;
 - iv. Classified as forest lands or farm and agricultural lands and with property valuation at current use classification under RCW 84.34.020(2) or RCW 84.33.035; or
 - v. Within or in close proximity to Accident Potential Zones, and areas highly impacted by aircraft noise identified in Air Installations Compatible Use Zones (AICUZ) ~~P~~program noise contour maps.
- ~~e. When possible, a buffer of land should be provided between the UGA or lands designated as JPA, and resource lands or long term commercial significance. When such a buffer is established it shall be assigned a designation of AGA. A buffer should not be established if it would result in highly irregular or impractically configured AGA overlay boundaries.~~
- ~~e~~f. ~~Joint Planning Area~~ JPA designations shall not be assigned in such a way that future UGA expansions are completely precluded, forestalled, or rendered impractical; areas must be provided to allow for future UGA expansions. Lands designated LRS ~~AGA~~ may be considered for re-designation to PGA when:
 - i. A LRS ~~AGA~~ designation would create a non-contiguous (“donut hole”) area of ~~C~~county land with future UGA expansions;

- ii. A ~~LRS AGA~~ designation would preclude, forestall, or make impractical the future and logical expansion of the UGA;
 - iii. A ~~LRS AGA~~ designated area is located adjacent to or in close proximity to established or projected transportation corridors;
 - iv. A ~~LRS AGA~~ designated area is needed to facilitate or provide access and connectivity to established or projected transportation corridors;
 - v. A ~~LRS AGA~~ designated area is located adjacent to or in close proximity to essential public facilities or urban services; ~~or~~
 - vi. A ~~LRS AGA~~ designated area is needed to facilitate the logical extension of urban services or for the siting of essential public facilities; or
 - vii. A LRS designated area is needed for the logical expansion of the UGA, and will be used to fulfill open space requirements.
- fg. Lands designated ~~LRS AGA~~ that perform a critical recharging effect on aquifers used for potable water or lands which contain significant flood hazard areas should remain ~~LRS AGA~~ when possible.
3. The ~~C~~county shall adopt the ~~PGA~~ and ~~LRS AGA~~ designations as ~~C~~comprehensive ~~P~~plan overlay designations which will apply in addition to any underlying comprehensive plan or zoning designations.
4. The ~~C~~county may adopt a ~~FPA Future Planning Area~~ around the Freeland ~~NMUGA Non-Municipal Urban Growth Area~~ and assign overlay designations in accordance with the criteria provided in Section 3.2.
5. A conceptual JPA plan should be prepared by the ~~C~~county in cooperation with each ~~M~~municipality consistent with the above criteria, the ~~P~~planning ~~G~~goals and ~~P~~policies expressed in this document, and any applicable ~~C~~county ~~P~~planning ~~G~~goals and ~~P~~policies. The ~~C~~county and ~~M~~municipalities should then work together to resolve any concerns prior to final adoption by the ~~C~~county.
6. Proposals to modify a ~~MUGA~~ or ~~JPA Joint Planning Area~~ may be made by a ~~M~~municipality or the ~~C~~county. Modifications to JPA plans shall be subject to the procedures and criteria identified above and should generally be reviewed during the periodic update cycle mandated by the GMA or sooner if needed to ensure consistency with adopted criteria.
7. For lands assigned a designation of ~~Priority Growth Area (PGA)~~, the ~~C~~county shall adopt ~~P~~planning ~~P~~policies which limit or restrict development which could interfere with the efficient utilization of such lands for future ~~U~~urban ~~D~~development. The ~~C~~county shall also adopt ~~P~~planning ~~P~~policies which provide ~~M~~municipalities notification of significant development proposals (such as land divisions, site plan approvals, or major transportation projects) within the JPA, and shall provide the affected ~~M~~municipality with the ability to comment on such proposals.

8. For lands assigned a designation of ~~LRS Auxiliary Growth Area (AGA)~~ the County shall adopt ~~P~~lanning ~~P~~olicies and which protect the agricultural, environmental, forestry, aesthetic, or cultural values of such lands.

3.3 Urban Growth Areas

Consistent with the provisions of RCW 36.70A.110, a ~~UGA Municipal Urban Growth Area~~ has been established around each ~~M~~municipality. A ~~Non-Municipal NM~~UGA has also been established in Freeland in recognition of the fact that Freeland is already characterized by ~~U~~urban ~~D~~development. Existing UGAs may be modified when it can be demonstrated that the proposed modification is consistent with the following policies. These policies are intended to implement countywide planning goals 2.1, 2.2, 2.4, and 2.5 as well as GMA planning goals one, two, and four as provided for in RCW 36.70a.020.

1. The review of a UGA for possible expansion is a significant undertaking. Generally, UGAs should only be enlarged or modified during the periodic update process; however, UGAs may be modified outside of the periodic update process if necessary to accommodate major and unanticipated fluctuations in Island County's population, or if necessary to accommodate a large employer or institution which cannot reasonably be accommodated within an existing UGA.
2. ~~UGAs Urban Growth Areas~~ may be expanded during a GMA mandated periodic update cycle if necessary to accommodate a 20 year supply of buildable land as required by RCW 36.70A.110.
3. ~~UGAs Urban Growth Areas~~ may be expanded outside of a GMA mandated periodic update cycle if the expansion is necessary for one of the following reasons. For purposes of interpreting these policies, "the start of the planning period" shall mean the date on which the most recent periodic update was completed.
 - a. Population growth in the UGA since the start of the planning period equals or exceeds fifty percent of the population growth allocated to the UGA at the start of the planning period; or
 - b. Employment growth in the UGA since the start of the planning period equals or exceeds fifty percent of the employment growth allocated to the UGA at the start of the planning period; or
 - c. Written notification is provided by the Department of Defense, or other reliable and verifiable information is obtained, indicating that prior to the next periodic update cycle, Naval Air Station Whidbey Island (NASWI) staffing will increase in a manner which would result in population growth equal to or exceeding fifty percent of the population growth allocated to the UGA at the start of the planning period; or
 - d. An opportunity is presented to bring a large scale business, industry, institution, or other significant employer to Island County, and the County

and ~~M~~municipality agree that due to the facility or institution's unique characteristics there is no suitable land available inside the current UGA.

4. ~~UGAs Urban Growth Areas~~ shall be sized to include only the land necessary to accommodate twenty years of population and employment growth based on the methodology included in Appendix "A". This methodology is intended to provide for a reasonable market factor.
5. In considering potential UGA expansion scenarios, ~~M~~municipalities should consider alternative measures such as ~~;~~ increasing the densities allowed within their existing UGA or altering the uses allowed by their land use plan and zoning regulations. The viability of such measures should then be discussed with the ~~C~~county. In determining the viability of such alternative measures, the ~~M~~municipalities may consider a full range of economic, social, and real estate market factors.
6. After a thorough consideration of all other reasonable measures the UGA may be expanded in order to relieve a critical shortage of buildable land. If it is determined that an expansion or modification of a UGA is necessary, the UGA boundaries must be evaluated on a countywide basis, be based on a ~~C~~county population projection that does not exceed the Office of Financial Management (OFM) published ranges, and include an evaluation of the ~~allocation of growth and housing allocations outlined in Appendix B to each Planning Area and UGA.~~
7. Land shall be considered for inclusion within the UGA in the following order:
 - a. Land with a JPA overlay identified as urban holding areas designation of PGA.
 - b. Land within a JPA which has not been assigned a JPA overlay designation except as provided for in 3.3.8.
 - c. Land with a JPA overlay designation of ~~LRS AGA~~ which is not extensively constrained by critical areas; which does not contain significant flood or tsunami hazard areas; or which is not designated as resource lands or long-term commercial significance.
8. Land which is extensively constrained by critical areas, which contain flood or tsunami hazard zones, or which is designated as resource land ~~or of~~ long-term commercial significance, should be considered the lowest priority for inclusion within a UGA and should only be included within a UGA ~~upon a demonstration of the following~~ based on the following criteria:
 - ~~a. After a thorough consideration of all other reasonable measures the UGA must be expanded in order to relieve a critical shortage of buildable land;~~
 - a. The lands are needed to provide contiguity between PGA and other developable lands;
 - b. The lands will be preserved by their natural and environmental values with park or open space designations;

~~the UGA modification,~~ unless the modification is initiated by an individual, in which case the land capacity analysis should be completed by the ~~C~~county.

3.4 Urban Development

The following policies have been adopted to ensure that ~~U~~urban ~~D~~development occurs only within designated ~~U~~Urban ~~G~~Growth Areas, and that ~~U~~urban ~~G~~growth is orderly, compact, contiguous, and adequately served by ~~U~~urban ~~S~~services. These policies are intended to implement countywide planning goals 2.4, 2.5, and 2.8 as well as GMA planning goals one, two, and twelve.

1. Urban ~~D~~development shall take place only within municipalities and UGAs.
2. Each ~~M~~municipality shall prepare land use plans, ~~P~~planning ~~P~~policies, and ~~D~~development ~~R~~regulations for their UGA. These plans, ~~P~~planning ~~P~~policies, and ~~D~~development ~~R~~regulations shall be used to regulate development activities within the incorporated boundaries of the ~~M~~municipality. For land within a ~~Municipal~~ UGA, but outside the incorporated boundaries of a ~~M~~municipality, the ~~C~~county's ~~P~~planning ~~P~~policies and ~~D~~development ~~R~~regulations shall apply until such time that the land is annexed. Upon annexation the ~~M~~municipality's ~~P~~planning ~~P~~policies and ~~D~~development ~~R~~regulations shall apply.
3. Urban ~~D~~development shall be expressive of ~~U~~urban ~~C~~character. Planning ~~P~~policies and ~~D~~development ~~R~~regulations should be adopted by the ~~C~~county and the ~~M~~municipalities to ensure that ~~U~~urban ~~D~~development is not wasteful of land or resources, and that ~~U~~urban ~~D~~development proceeds in an orderly contiguous fashion.
4. Planning ~~P~~policies and ~~D~~development ~~R~~regulations shall be adopted which require that new development, including subdivisions, short subdivisions, site plan approvals, and building permits for new homes and commercial or industrial buildings within a designated UGA be served by public sewer and water.
5. Development ~~R~~regulations may be adopted by the ~~M~~municipalities (or by the ~~C~~county, in the case of the Freeland NMUGA), ~~which allow~~ variances or waivers ~~may to~~ be granted from the above requirement in situations where public sewer and water cannot be provided economically due to topographical constraints or an inability to obtain the approval of intervening land owners. ~~Waivers or variances should only be granted to serve existing development or to permit the development of single-family homes on existing lots.~~ Waivers or variances shall not be used to permit land division ~~or the establishment of new non-residential uses.~~
6. The construction or installation of new private wells and septic systems within ~~U~~Urban ~~G~~Growth Areas should be strongly discouraged and only allowed through a variance or waiver as described above in policy 3.4.5. When permitted, these systems should be considered an interim solution until public sewer or water service can be provided.

7. The **M**municipalities and **C**ounty agree that steps should be taken during each periodic update cycle to increase the percentage of Island County's overall growth occurring within UGAs. The **M**municipalities and the **C**ounty should work to foster, promote, and accommodate additional housing and job growth within existing UGAs and shall adopt policies to accomplish this objective.
8. Municipalities shall not annex land outside an **UGA** ~~Urban Growth Area~~.
9. Land recently added to a UGA shall not be annexed until any appeal periods or proceedings associated with the UGA expansion have lapsed or been resolved.
10. Each **M**municipality should include specific policies to guide the incorporation process in their comprehensive plans.
11. It is recognized that **U**rbane **G**rowth and **D**evelopment should be regulated by the **M**municipalities. Accordingly, the following policies are intended to facilitate and encourage the annexation of land outside of existing **M**municipal boundaries but within **Municipal** UGAs. These policies are also intended to ensure that **U**rbane **D**evelopment occurs in a logical, incremental, and rational fashion, and to prevent the **C**ounty from authorizing development within a **Municipality's** UGA which forestalls or frustrates future **U**rbane **D**evelopment or the realization of the **M**municipality's **P**lanning **G**oals and **P**olicies:
 - a. Land outside of existing **M**municipal boundaries but within a **Municipal** UGA shall be assigned a **C**ounty comprehensive plan and zoning designation of Urban Holding "**UH**" until such time that it is annexed by a municipality. Once the annexation process is complete, the **M**municipality's **P**lanning **P**olicies, zoning designations, and **D**evelopment **R**egulations shall be used to regulate development.
 - b. Island County will support the incorporation of **NMUGAs** ~~Non-Municipal Urban Growth Areas~~ and provide technical assistance as needed, provided that all annexation and incorporation proposals involving land associated with a **NMUGA** ~~Non-Municipal Urban Growth Area~~ will be reviewed against the relevant incorporation/annexation criteria set forth in **S**tate law, including a thorough analysis of fiscal impacts.
 - c. In allocating projected growth to UGAs, priority should be given to **Municipal** UGAs over **Non-Municipal** **NMUGAs** within the same planning area.
 - d. The **C**ounty shall continue to work with local jurisdictions to adopt **P**lanning **P**olicies and **D**evelopment **R**egulations that will facilitate anticipated urban development, annexation and the provision of urban services in those areas designated UH.
12. Incorporation proposals involving land outside the boundaries of a **NMUGA** ~~Non-Municipal Urban Growth Area~~ shall not be supported or approved by the **C**ounty.

3.5 **Rural Development**

1. All development outside of UGAs shall be consistent with the County's definition of Rural Character ([ICC 17.03.040](#)).
2. Allowed land uses in the Rural Areas should primarily be agricultural or low density residential in nature. In order to support the economic and social vitality of existing cities and towns, non-residential, non-agricultural uses in Rural Areas should generally be limited to small scale home businesses and non-residential uses which are directly related to, and supportive of, agricultural uses. Small scale recreation and tourist uses may also be appropriate in Rural Areas, and higher density housing and certain commercial uses may be permitted in the County's RAIDs. The County shall adopt Planning Policies.
3. In establishing allowed densities and uses in Rural Areas, the County shall consider the long-term availability of known and /or verifiable water supplies, the general suitability of the area for on-site septic systems, the presence of geologically unstable areas, and the presence of flood or tsunami hazards.
4. The County shall plan for the timely and efficient provision of Rural Services.
5. In general, public facilities and buildings should not be located in Rural Areas unless their function or service area is best served by a location outside of a UGA.
6. The Municipalities and the County have agreed that the percentage of growth occurring within UGAs should be increased. The County should adopt Planning Policies and Development Regulations in order to achieve this objective.

3.6 **Public Facilities and Services**

1. New Urban Services and facilities shall not be provided or extended outside of ~~UGAs Urban Growth Areas~~. In particular, sanitary sewer systems may not be extended outside of existing UGAs unless necessary to respond to a documented public health hazard caused by existing development which cannot be remedied in any other reasonable way.
2. Public Services and facilities shall be provided in a manner which is consistent with, and helps to implement all aspects of locally adopted comprehensive plans and Development Regulations.
3. Public Services and facilities shall not be provided in a manner which is contrary to locally adopted comprehensive plans and Development Regulations.
4. Within UGAs, provisions must be made to ensure that necessary Urban Services are available or in place prior to, or concurrent with, Urban Development.

5. Consistent with GMA requirements, locally adopted comprehensive plans and **D**evelopment **R**egulations shall specifically identify how **U**rban **S**ervices will be provided throughout UGAs.
6. With respect to services or facilities of regional significance, **M**unicipalities and the **C**ounty should coordinate capital facilities planning and funding within UGAs.
7. The **C**ounty and the **M**unicipalities will work together to implement, enforce, and update the Coordinated Water System Plan and any associated **P**lanning **P**olicies or **D**evelopment **R**egulations.
8. Public **S**ervices and facilities should be located in areas which are accessible by all modes of transportation. In particular, public services serving low income or mobility impaired citizens should be located in close proximity to transit stops and in areas with a well developed network of sidewalks and paths.
9. In general, public facilities and buildings should not be located in **R**ural **A**reas. In evaluating the appropriate location for public buildings and facilities, sites should be considered in the following order of preference:
 - a. Sites within existing **M**unicipalities.
 - b. Sites outside of existing **M**unicipalities, but within UGAs.
 - c. Sites outside of an existing **M**unicipality, or UGA, but within a **Limited Area of More Intense Rural Development (RAID)**.
 - d. Sites in **R**ural **A**reas, but only when it can be shown that the **P**ublic **S**ervice requires a location in a **R**ural **A**rea due to its unique operational characteristics or service area requirements.

3.7 Facilities of Countywide or Statewide Significance

The **C**ounty and the **M**unicipalities are required by the GMA (RCW 36.70A.200) to include provisions in their comprehensive plans and **D**evelopment **R**egulations addressing essential public facilities. The following policies are intended to guide the designation, location, expansion, and modification of **F**acilities of **C**ountywide or **S**tatewide **S**ignificance and to ensure full compliance with GMA requirements.

1. The **C**ounty and **M**unicipalities shall ensure that their **P**lanning **P**olicies and **D**evelopment **R**egulations contain policies and procedures allowing for, and governing facilities of statewide or countywide significance.
2. The **C**ounty and each **M**unicipality should establish a process through their comprehensive plans or **D**evelopment **R**egulations for identifying and regulating the location and development of essential public facilities. These policies and regulations should, at a minimum, include:
 - a. A process for determining whether or not a given facility or service meets the definition of an essential public facility.

- b. A process, including specific criteria, for evaluating alternative locations.
 - c. Provisions to ensure that the environment, public health, and safety are protected.
 - d. For facilities outside of UGAs, provisions to ensure, to the extent possible, the facility is consistent with the County's adopted definition of rural character.
3. To the extent possible, essential public facilities should be located in a manner which is consistent with, and supportive of adopted land-use, transportation, and economic development plans.
 4. Essential public facilities shall be located within a UGA unless it can be demonstrated that a rural location is the most appropriate location based on the specific characteristics and operational needs of the facility. Mere convenience or expediency is not sufficient to demonstrate compliance with this requirement.
 5. Essential public facilities located outside of a UGA should be self contained and should not require the extension or provision of Urban Services. In the event that it is absolutely necessary to extend Urban Services to allow for the establishment of an essential public facility that would otherwise be impossible to establish, Urban Services shall be provided in a manner which precludes further extension or connections in the intervening areas. In such instances, the extension of Urban Services shall not be used to service Rural Development or to justify future UGA expansions that could not otherwise be supported by the policies of this document.
 6. The County and Municipalities shall not preclude the establishment or provision of an essential public facility when proposals for such services or facilities are consistent with these policies, as well as any Planning Policies and Development Regulations adopted by the County or Municipalities regulating essential public facilities.
 7. The County, in collaboration with the affected municipality shall review proposals for facilities of Countywide or Statewide significance in ~~unincorporated Municipal~~ UGAs, taking into consideration these policies, as well as applicable County and Municipal policies and regulations.

3.8 Transportation

1. The transportation element of the County's comprehensive plan should include ~~UGA Urban Growth Area~~ components to ensure consistency among planning jurisdictions. All transportation planning, including that of Federal or State agencies, and Port Districts, should be jointly and cooperatively developed, adopted and implemented through coordinated and collaborative planning efforts.

2. The County and Mmunicipalities should each actively participate in multi-county, multi-jurisdiction, regional transportation planning, including planning for Washington State Ferries.
3. The County and Mmunicipalities will cooperate in the analysis of, and response to, any major industrial, retail, commercial, recreation, or residential development proposal that may impact the transportation systems in Island County.
4. The capacity of the transportation system must be planned, built, and managed to meet planned land use densities in UGAs.
5. The planned transportation system should be implemented in a coordinated and cost effective manner utilizing a fair and sufficient method of funding.
6. The County and Mmunicipalities shall work together in identifying and preserving transportation corridors in JPAs and unincorporated UGAs. The location and extent of such corridors should be based on the street classifications and/or future street maps recommended or identified in the Transportation Elements of Mmunicipal Comprehensive Plans.
7. The purchase of right-of-way, or the construction of transportation projects necessary to facilitate Urbane Development, within unincorporated UGAs shall be the responsibility of the Mmunicipality associated with the UGA.
8. The County and Mmunicipalities will coordinate their respective transportation plans for consistency and interconnectedness in JPAs and unincorporated Mmunicipal UGAs. For developments occurring in a JPA, or an unincorporated Mmunicipal UGA, that may impact future transportation corridors, the County will notify the Mmunicipality responsible for the UGA or JPA of the development and provide the Mmunicipality with an opportunity to comment on the proposal.
9. Pursuant to RCW 36.70A.430, a multi-jurisdiction environmental and permitting process should be established for reviewing and coordinating state and local permits for transportation projects that cross Mmunicipal or County boundaries. This policy may be carried out through the development of inter-local agreements with the Mmunicipalities within Island County as well as adjoining Counties and Mmunicipalities.

3.9 Housing

In order to meet the need for affordable housing and to accommodate the housing needs for all economic segments of the population ([per the State's requirements in RCW 36.70A](#)), the County and Mmunicipalities will consider the following policies in the development of locally adopted comprehensive plans ([refer to Appendix B for details on housing allocations and methodology](#)):

1. A wide range of housing development types and densities throughout Island County ~~shall~~ should be accommodated encouraged and promoted to meet the needs of a diverse population and provide affordable housing choices for all;

2. Manufactured home parks at urban densities, should be located within ~~Municipalities,~~ UGAs and/or ~~unincorporated RAIDs rural centers;~~
3. Multi-family housing should be located within ~~Municipalities,~~ UGAs and/or ~~unincorporated RAIDs Rural Centers;~~
4. ~~In order to maximize economic opportunity and enhance the wellbeing of Island County's low income residents,~~ Publicly funded ~~low income~~ emergency housing and permanent supportive housing should be located in close proximity to employment centers, transit stops, and other public services.
5. The comprehensive plans of the ~~C~~county and the ~~M~~municipalities should consider the following housing policies:
 - a. Development of ~~boarding houses,~~ single-room occupancy housing, planned residential developments ~~scattered site housing,~~ and accessory dwelling units ~~housing such as elder cottages, guest houses, and/or attached apartments;~~
 - b. Establishment of a public/private housing trust fund to provide loans and grants for development of low to moderate income housing and housing for persons with special needs;
 - c. Identification of publicly owned properties within UGAs or RAIDs that could serve as possible sites for the development of affordable low income housing; and
 - d. Identification of regulatory relief actions such as inclusionary zoning, density bonuses for the development of lower-cost housing or in-lieu payments into a housing trust fund, forgiveness of impact or mitigation fees for low-income housing as authorized under the GMA or priority permit process treatment of housing developments intended for or including affordable housing.
6. Provisions for ~~affordable~~ housing affordable to all income levels will be required elements of the housing, land use, economic development and comprehensive plans of the ~~C~~county and ~~M~~municipalities.

3.10 Land Use & Public Health

Access to clean air and water, healthy food, affordable housing, adequate transportation, and opportunities for physical activity, are all key factors that contribute to a positive quality of life. The ~~Growth Management Act (GMA)~~ encourages the availability of affordable housing, efficient multimodal transportation systems, retaining open spaces, enhancing recreational opportunities and requires communities to plan for bicycle and pedestrian transportation and physical activity. Establishing a deliberate connection between land use and public health will assist the ~~C~~county and the ~~M~~municipalities in realizing these GMA objectives. Therefore, it is the policy of the ~~C~~county and the ~~M~~municipalities that the following policies should be considered when developing or revising ~~C~~county or ~~M~~municipal ~~P~~planning ~~P~~olicies and ~~D~~development ~~R~~regulations:

1. Roadway systems should be planned, built, and managed to encourage alternative transportation modes to the single-occupant vehicle. Transportation systems should support active, independent mobility for users of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities. Each jurisdiction should encourage:
 - a. Use of public transportation;
 - b. Development of linked on-street bicycle routes and pedestrian and bicycle corridors;
 - c. Adequate pedestrian facilities; and
 - d. Provisions for connections between different modes of transportation.
2. Development within UGAs should encourage enhanced community access and promote healthy active lifestyles through:
 - a. An appropriate mix of land uses and intensities of land uses;
 - b. Well connected street grids;
 - c. Non-motorized access to transportation;
 - d. Appropriate pedestrian and bicycle facilities that allow for safe travel; and
 - e. Regionally connected trail systems.
3. A countywide system of non-motorized trails should be established in accordance with the Island County Non-Motorized Trails Plan. Trail development should be completed through regional collaboration and prioritize linking multi-modal transportation, schools, urban development, places of employment, and recreational facilities.
4. Residents should have adequate access to “open space” areas. Open spaces include land which contains natural areas, habitat lands, natural drainage features, and/or other environmental, cultural and scenic resources. Such land should be preserved and provided to residents for recreational use when appropriate. Open spaces should be linked to non-motorized transportation and public transportation.
5. Residents should have access to healthy food choices. Consideration should be given to establishing land use patterns and ~~D~~development ~~R~~regulations that support such access. Land use and ~~D~~development ~~R~~regulation amendments should consider the potential to remove existing barriers to healthy food choices, if they exist. Home and community gardens within UGAs should be encouraged and supported through design and permitting processes.
6. Access to affordable housing influences, and is influenced by, residents health. Housing services should be planned with collaboration of health and economic development expertise. Development of multi-family affordable housing should be encouraged near major employment opportunities, public services including

healthcare, public transportation, retail providing healthy food options, and open spaces such as parks and trails.

3.11 Economic Development & Employment

To ensure future economic vitality, broaden employment opportunities, and meet the needs of projected growth while retaining a high-quality environment, the **C**ounty and the **M**unicipalities have determined that the following policies should guide local economic development planning efforts:

1. Economic growth should be encouraged within the capacities of the **C**ounty's natural resources, public services and public facilities;
2. The Economic Development Element of the Island County Comprehensive Plan and the comprehensive plans of the **M**unicipalities should, at a minimum:
 - a. Consider the goods, services and employment requirements of existing and projected population;
 - b. Identify the land use, infrastructure, transportation, and labor market requirements of businesses which have the highest probability of economic success in Island County and the least negative impact on the quality of life;
 - c. Based on citizen input, existing land use patterns, and local capacity (geographic environmental and other considerations), determine areas suitable for retail, commercial and industrial uses; and
 - d. Encourage expansion of the tax base to support the infrastructure and services required to support a growing or changing population.
3. Future retail, commercial, and industrial development should be encouraged in UGAs and RAIDs as identified in the comprehensive plans adopted by the **C**ounty and **M**unicipalities.
4. Land use regulations and infrastructure plans of the **C**ounty and **M**unicipalities should be amended or developed in a manner that supports economic development elements of locally adopted comprehensive plans.
5. Economic development in each of Island County's **P**lanning **A**reas should proceed in a coordinated fashion consistent with locally adopted comprehensive plans and development regulations.
6. The **C**ounty, **M**unicipalities, and **P**ort **D**istricts should work collaboratively to address issues of intergovernmental coordination and overlapping responsibility.

4. Administration and Implementation

The purpose of this section is to ensure that the **CPPs** **Countywide Planning Policies** are administered jointly in a collaborative fashion by the **C**ounty and **M**unicipalities.

4.1 Countywide Planning Group

1. A Countywide Planning Group (CPG) shall be formed for the purpose of discussing and coordinating countywide planning issues. This group shall be comprised of representatives from the planning departments of Coupeville, Island County, Langley, and Oak Harbor.
2. The CPG shall meet at least two times each year or more frequently as needed.
3. Matters of overlapping concern or jurisdiction should be discussed by the CPG before being advanced for legislative approval by the ~~C~~county or ~~M~~municipalities.

4.2 Procedures for Adopting or Amending Countywide Planning Policies

1. The ~~CPPs~~ ~~Countywide Planning Policies~~ shall be reviewed, updated, or amended as needed during the periodic update and review cycle required by RCW 36.70A.130, provided that any amendments or updates are consistent with the requirements of the GMA.
2. Amendments to the ~~CPPs~~ ~~Countywide Planning Policies~~ may be made outside of the normal periodic update cycle if necessary to address unforeseen or unanticipated events which must be addressed prior to the next periodic update cycle. In such instances, revisions may be proposed by a ~~M~~municipality or the ~~C~~county and should be drafted jointly by the CPG prior to being advanced to the legislative bodies representing Coupeville, Island County, Langley, and Oak Harbor.
3. At least two years before the periodic review deadline established by RCW 36.70A.130 the CPG shall begin a series of meetings to discuss planning issues of countywide importance that may affect the periodic updates of the ~~M~~municipalities or the ~~C~~county.
4. If necessary amendments or updates are identified during the CPG meetings they shall be forwarded to the BOCC for consideration. If the BOCC makes a decision to adopt the proposed revisions, they shall only become effective when ratified by the majority of legislative bodies representing Coupeville, Island County, Langley, and Oak Harbor.

4.3 Population Projections and Land Capacity Analysis

1. As part of the periodic review process required by RCW 36.70A.130, the CPG shall review, and if necessary, revise the 20 year population projection. The ~~C~~county should lead this effort in cooperation with the ~~M~~municipalities.
2. In reviewing the 20 year population projection, the CPG shall utilize the medium series projection range issued by ~~the Washington State Office of Financial Management (OFM)~~ as a base, or starting point. The CPG shall then analyze the assumptions used in the development of OFM's forecasting model. In those

instances where OFM's assumptions differ from locally observed conditions or trends, adjustments ~~shall~~ may be made to the medium series projection.

- a. When a mid-cycle evaluation is requested, or if the CPG deviates from the OFM medium projection, in addition to other relevant data, the following will be re-evaluated to ensure that ~~C~~county population projections and/or allocations are still valid and correct.
 - i. Migration factors (including commuter patterns, retirees, and county job growth);
 - ii. Building permits for new construction compared to projected population growth;
 - iii. Growth locations and densities (permit data); and
 - iv. Project impacts, if expansion evaluation is pursuant to 3.3.3 (c) or (d).
3. Once a general consensus has been reached by the members of the CPG, the CPG's population projection recommendation shall be forwarded to the Island County Planning Commission and the ~~Board of Island County Commissioners (BOCC)~~ for consideration. Based on the Planning Commission's recommendation, the BOCC shall either adopt the 20 year population projection developed by the CPG or refer the matter back to the CPG for further work.
4. BOCC adoption of a population projection shall include a resolution identifying the population projection to be used. The population projection decision shall only become final when ratified by the majority of legislative bodies representing Coupeville, Island County, Langley, and Oak Harbor.
5. After the ~~BOCC population projection has been ratified~~ has adopted a population projection, the CPG shall develop a plan for allocating the projected population growth to each jurisdiction of Island County's Planning Areas. This regional allocation process should meet the requirements of RCW 36.70A.020 and be based on jobs, infrastructure, services, past growth trends, demographic characteristics, economic conditions, and housing market data. See Appendix B for more details on regional allocations.
- ~~6. After the regional allocation process described above is completed, the CPG shall divide each regional allocation into an urban component and a rural component; the urban component of each regional allocation shall then be assigned to the UGAs.~~
67. For each UGA, a land capacity analysis shall be performed to determine if the UGA has sufficient capacity, with reasonable market factors in accordance with procedures provided in Appendix A, to accommodate the projected growth in population and jobs. The land capacity analysis should be conducted by the jurisdiction responsible for the UGA and shall utilize the procedures described in Appendix A.

78. If, based on the results of the land capacity analysis described above, it is determined that a UGA does not have sufficient capacity to accommodate 20 years of population and job growth, the UGA may be expanded as necessary to accommodate the anticipated growth, provided that any proposed expansion shall be consistent with the applicable criteria contained in section 3.3 of these policies.

89. If, based on the results of the land capacity analysis described above, it is determined that a UGA has significantly more capacity than is required to accommodate 20 years of population and job growth, the UGA may be reduced in size if requested by the jurisdiction responsible for the UGA, or if otherwise required to comply necessary to comply with the GMA Growth Management Act, provided that any proposed reduction shall be consistent with the applicable criteria enumerated in section 3.3.

4.4 Monitoring and Reporting Procedures

1. In order to facilitate future analysis, the County and Mmunicipalities will maintain development records which include:
 - a. The number of housing units permitted and constructed annually. This information shall be collected and maintained in a manner which makes it possible to differentiate between new “additional” units and replacement units.
 - b. The number of land divisions approved, the size of the parcel divided, the number of new or additional lots created through each division, the gross and net density achieved by each division, and the quantity of land used for public purposes within each division.
 - c. The number of multi-family development projects approved, the number of units contained within each development, the gross and net density achieved by each development, and the maximum density permitted in the zone where each project is located.
 - d. The square footage of new commercial or industrial buildings permitted and constructed. This information should be collected and maintained so that it is possible to calculate the floor area or site coverage ratios of each development.
2. The data described above should be provided to Island County Planning Department by the end of January each year for the purpose of maintaining an accurate buildable lands inventory. Following the receipt of this information the County ~~should~~ may produce an annual report summarizing development trends in Island County and distribute this report to the Mmunicipalities and Sspecial Service Districts as appropriate.
3. GIS data should be provided to Island County by the end of January each year to reflect any changes made to Mmunicipal land use or zoning maps. Additionally, Island County should provide updated parcel information to the Mmunicipalities.

5. Fiscal Impact Statement

It is the opinion of the County and Mmunicipalities that the CPPs ~~Countywide Planning Policies~~, in themselves, have no fiscal impact and are an agreed upon method of guiding the planning activities required by the GMA ~~Growth Management Act~~. As the GMA ~~Growth Management Act~~ and these policies are implemented to their maximum extent, County Government may lose some tax base needed to operate essential services which serve both the County and Mmunicipalities. To compensate for this, legislation may be required to provide tax base sharing. Neither the fiscal impacts of implementing the GMA ~~Growth Management Act~~ itself, nor the development of land use plans and Development Regulations necessary to implement the GMA, are addressed herein.

DRAFT

Countywide Planning Policies

Appendix A: Buildable Lands Procedures

1. DEFINITIONS

1. **Critical Areas:** Mapped and verified streams, wetlands, lakes, ponds, [frequently flooded areas](#), [fish and wildlife habitat conservation areas](#), steep slopes, and geologically hazardous areas, and their maximum associated buffers.
2. **Critical Area Constraint Factor (CF):** A number representing the percentage of land (specific to each area analyzed) which is presumed to be constrained by critical areas, and therefore less likely to be available for development.
3. **Development Potential (DP), Non-Residential & Multi-Family Residential:** The number of acres available for non-residential and multi-family residential development in each industrial, commercial, mixed use, and multi-family zone. In this analysis, [development potential DP](#) is used as a subtotal to express the gross capacity of vacant or re-developable parcels before the T_{total} [development potential Development Potential](#) is calculated.
4. **Development Potential (DP), Single-Family Residential:** The potential number of lots or dwelling units which can be created by dividing or developing vacant or partially vacant parcels in zones which permit single-family residential development. In this analysis, [development potential DP](#) is used as a subtotal to express the gross capacity of vacant or partially vacant parcels before the T_{total} [development potential Development Potential](#) is calculated.
5. **Low Probability for Development (LPD):** Parcels which are not likely to be available for development because they are owned by a charitable organization, institution, or governmental entity. [Low probability development PD](#) parcels shall be identified based on Assessor's parcel data. Parcels which are tax exempt based on Assessor's parcel data shall be considered [low probability development LPD](#) parcels. Parcels with an easement that restricts future development shall also be considered [low probability development LPD](#) parcels.
6. **Partially Vacant Parcel (PVP):** A partially vacant parcel is a parcel which contains an existing dwelling unit but which is large enough to be divided.
7. **Public Purpose Land (PPL):** Includes land required for such things as streets, drainage facilities, and parks/open space.
8. **Re-Developable Parcel (RP):** A parcel zoned for non-residential uses or multi-family residential uses that has the potential to be redeveloped and used more intensively.
9. **Total Development Potential, Non-Residential & Multi-Family Residential (TDP):** The total gross quantity of land available for multi-family or non-residential development before land is subtracted to account for public purposes and critical areas.

10. **Total Development Potential, Single-Family Residential (TDP):** The total gross number of lots or dwelling units which could be created by dividing and/or developing all vacant and partially vacant parcels available for single-family development before land is subtracted to account for public purposes and critical areas.
11. **Total Net Capacity (TNC):** The total net capacity of each single-family, multi-family, industrial, commercial, and mixed use zone after land is subtracted for public purposes and critical areas. Total nNet cCapacity is expressed in acres for multi-family and non-residential zones, and dwelling units or lots for single-family zones.
12. ~~13.~~ **Vacant Parcel (VP):** A parcel which is either vacant or has an improved value of less than \$4,000 based on Assessor's parcel data. Parcels which contain a mobile or manufacture home shall not be considered vacant even if they have an improved value of less than \$4,000.
- ~~13~~14. When the term **value** is used in this document it shall mean the assessed value identified in the Island County Assessor's Database.
- ~~14~~15. When the term **BOCC** is used in this document it shall mean the Board of Island County Commissioners.

2. ASSUMPTIONS:

1. **Affordable Housing:** Within all areas, identify buildable lands to accommodate all income levels as defined by the State. The State defines the income brackets as percentages of the area median income, separated as follows: 0-30% non-permanent supportive housing, 0-30% permanent supportive housing, 30-50%, 50-80%, 80-100%, 100-120%, greater than 120%, and emergency housing.
24. **Employment Density:** For commercial and industrial lands the following assumptions should be used:
 - a. Commercial, UGA: 17 employees per acre
 - b. Industrial: 8 employees per acres
32. **Public Land:** In RAIDs and UGAs, 15% of available land will be needed for public purposes.
43. **Re-Development Factor:** It is assumed that 50% of multi-family, commercial, and industrial parcels with an improvement to land value of less than 1:2 will be available for redevelopment during the planning period (20 years from the date of the most recent periodic update).
54. **Household Size (or Persons per Household):** An average household size will be used for each area analyzed based on census data.
65. **Partially Vacant Parcels:** Due to the smaller minimum lot sizes typically allowed within Urban Growth Boundaries, it is not always practical to assume a parcel that is twice the minimum lot size will be able to subdivide due to the orientation

of an existing structure on the property. To account for this, a defined percentage of parcels between 2 and ~~3.5~~ 4 times the minimum lot size in the zone should be deducted based on a sliding scale. Parcels located in ~~R~~rural ~~A~~areas shall be considered partially vacant if they are at least twice the minimum lot size required by the zone in which they are located.

Criteria	Adjustment Factor
2-2.5 times the minimum lot size	75 90%
2.6-3 times the minimum lot size	50 75%
3.1- 4 3.5 times the minimum lot size	25%
> 3.5 4 times the minimum lot size	15 0%

76. Rural Capacity Deficiencies: If there is a capacity deficiency identified in the rural area of any one of the ~~P~~planning ~~A~~areas, the allocated population or jobs which are represented by that deficiency will be allocated to the UGA(s) within that ~~P~~planning ~~A~~area. If more than one UGA exists within that ~~P~~planning ~~A~~area, the population or jobs will be allocated in accordance with the same percentage of allocation used in the ~~R~~regional ~~A~~allocation process.

87. Seasonal/Recreational (SR) adjustment factor: Some dwelling units will not be available for residential occupancy, as they are used for short term rentals (e.g. VRBOs), second homes, etc. A seasonal/recreational SR factor will be based on the most current census data, but may be refined using local data.

98. Vacancy Rate (VR) adjustment factor: A reasonable factor for vacant units will be based on the most current census data, but may be refined using local data.

109. Vacant Parcels (VP) adjustment factor: To account for vacant parcels VPs that will not fully develop to the maximum density allowed over the next planning period, the capacity calculation for vacant parcels VPs will be reduced by a 10% adjustment factor.

3. RURAL ANALYSIS STEPS:

1. Identify all parcels within a RAID or UGA and exclude these parcels from further analysis.

2. Determine the critical area constraint factor for rural areas by combining all critical area GIS layers, calculating the number of acres constrained by critical areas within rural areas. The result is a critical area constraint factor for the rural area.

23. Separate parcels by zoning category and identify lands zoned park/open space, special review district, airport, or any other designation which does not allow for residential development. These parcels should be excluded from further analysis.
34. For each zoning designation, identify all ~~L~~ow ~~P~~robability for ~~D~~evelopment (~~LPD~~) based on tax classification. Parcels which are publicly owned or tax exempt (parks, schools, churches, etc.) should be considered low probability development LPD and excluded from further analysis.
45. For each zoning designation, calculate the development potential of all vacant parcels (~~VP~~). The development potential of vacant parcels is determined by dividing the parcel area required by the minimum lot size allowed in the zone, and rounding down, and applying the ~~V~~acant ~~P~~arcels (~~VP~~) adjustment factor. For example, a 17 acre parcel in the ~~R~~ural zone could be divided into three five acre parcels ($17/5 = 3.4$) and accommodate three dwelling units.
56. For each zoning designation calculate the development potential of all partially vacant parcels (~~PVP~~) by dividing the parcel area by the minimum lot size, rounding down and subtracting one to account for the existing dwelling unit. For example, a 17 acre parcel in the ~~R~~ural zone with an existing home on it could be divided into three five acre parcels and two *additional* homes could be constructed on the resulting parcels. [$(17/5 = 3.4) - 1 = 2.4$]. Additionally, identify all the parcels that fall within are 2 ~~and~~to 3.5 times the minimum lot size or greater; discount a portion of these based on the sliding scale below provided in Section 2.5.
67. For each zoning designation determine the total development potential (~~TDP~~) by adding the results from steps four and five together. This step allows the total build-out capacity for each, non-RAID, rural zoning designation to be determined (in dwelling units).
78. As a final step, add the resulting total development potential TDP figures for each zoning designation together to determine the total development potential for areas outside of RAIDs and UGAs. Apply the critical area constraint factor and the ~~S~~easonal/~~R~~ecreational (~~SR~~) adjustment factor to determine an appropriate amount of land to deduct from the development potential. This step will allow the ~~T~~otal ~~N~~et ~~C~~apacity (~~TNC~~) of the rural area (excluding RAIDs) to be determined (in number of dwelling units).
89. In order to determine the number of people that can be accommodated, the dwelling unit totals from steps six or seven can be multiplied by the average household size, with the ~~V~~acancy ~~R~~ate (~~VR~~) adjustment factor applied. The average household size should be determined using the most recent census data available.

4. RAID ANALYSIS STEPS:

4.1 General Steps

1. Identify all parcels which are either located within a UGA or outside of a RAID. Exclude these parcels from further analysis.
2. For each zoning designation, identify all ~~L~~ow ~~P~~robability for ~~D~~evelopment (~~LPD~~) based on tax classification. Parcels which are publicly owned or tax exempt (parks, schools, churches etc.) should be considered low probability for development ~~LPD~~ and excluded from further analysis.
3. Separate residential RAIDs from non-residential RAIDs by zoning designation. Residential RAID parcels should be analyzed separately from non-residential RAID parcels as described below.
4. Determine the critical area constraint factor for each RAID by combining all critical area GIS layers, calculating the number of acres constrained by critical areas within each RAID. The result is a critical area constraint factor for each RAID.

4.2 Determining the Capacity of Single Family Residential RAID Zones

1. For each residential RAID zoning designation calculate the development potential of all vacant parcels (~~VP~~). The development potential of vacant parcels is determined by dividing the parcel area by the minimum lot size allowed in the zone, and rounding down, and applying the ~~V~~vacant ~~P~~arcel (~~VP~~)-adjustment factor.
2. For each residential RAID zoning designation calculate the development potential of all partially vacant parcels (~~PVP~~). For purposes of this analysis, a partially vacant parcel is a parcel that is at least two times as large as the minimum lot size allowed by the zone. Calculate the development potential of all partially vacant parcels (~~PVP~~) by dividing the parcel area by the minimum lot size allowed in the zone and rounding down and subtracting one in order to account for the existing dwelling unit. Additionally, identify all the parcels that fall within are 2 ~~and to~~ 3.5 times the minimum lot size or greater; discount a portion of these based on the sliding scale below provided in Section 2.5.
3. For each residential RAID zoning designation determine the total development potential (~~TDP~~) by adding the results of steps one and two together. Next determine the amount of land needed for public purposes and deduct an appropriate amount of land. Finally, apply the critical area constraint factor and the ~~S~~seasonal/~~R~~ecreational (~~SR~~) adjustment factor to determine an appropriate amount of land to deduct from the development potential. This step allows the total net capacity (~~TNC~~) for each residential RAID zoning designation to be determined (in dwelling units).
4. Add the resulting total net capacity ~~TNC~~ figures for each residential RAID zoning designation together to determine the total development potential for all residential RAID zones. This step will allow the total combined net capacity of residential RAID zones to be determined (in number dwelling units).

5. In order to determine the number of people which can be accommodated, the dwelling unit totals from steps three or four can be multiplied by the average household size, with the V_{vacancy} R_{rate} (VR) adjustment factor applied. The average household size should be determined using the most recent census data available.

4.3 Determining the Capacity of Multi-Family & Mixed-Use Residential RAID Zones

See Section 5.3, UGA Multi-Family and Mixed-Use Residential instructions.

4.4 Determining Capacity of Non-Residential RAID Zones

1. For each non-residential RAID zoning designation identify all vacant parcels (VP). Once all of the vacant parcels have been identified, calculate the total combined acreage of these parcels. The resulting number is the non-residential development potential of all vacant parcels (in acres) for each non-residential RAID zoning designation.
2. For each non-residential RAID zoning designation identify all re-developable parcels (RP). A parcel should be considered re-developable if the parcel data indicates that the improvement value to land value ratio is less than 1:2. Once all of the re-developable parcels have been identified, calculate the total combined acreage of these parcels. The resulting number is the non-residential development potential of all re-developable parcels (in acres) for each non-residential RAID zoning designation. As a final step, deduct 50% in order to account for the re-development factor.
3. For each non-residential RAID zoning designation determine the total development potential (TDP) by adding the results of steps one and two together. Next determine the amount of land needed for public purposes and deduct an appropriate amount of land. Finally apply the critical area constraint factor and deduct an appropriate amount of land. This step allows the T_{total} N_{net} C_{capacity} (TNC) for each non-residential RAID zoning designation to be determined (in acres).
4. Add the resulting total net capacity TNC figures for each non-residential RAID zoning designation together to determine the total development potential for all non-residential RAID zones. This step will allow the total combined build-out capacity of non-residential RAID zones to be determined (in acres).
5. In order to determine the number of jobs which can be accommodated in $N_{\text{non-Residential}}$ RAID zones, the acreage totals from step four can be multiplied by the average industrial and commercial employment densities.

5. UGA ANALYSIS STEPS:

5.1 General Steps

1. Sort parcels by zoning or comprehensive plan designation using Assessor's parcel data and/or any other applicable information. ~~Zoning or comprehensive plan designation should be obtained from the jurisdiction to ensure the accuracy of information before beginning the analysis.~~
2. For each UGA, identify all the Low Probability for Development (LPD) parcels in each zoning designation. LPD Low probability for development parcels should include land which is tax exempt (parks, schools, churches, and public facilities). Parcels, located in developed tracts, used for stormwater drainage and landscaping should be identified and removed from the analysis. These parcels typically are a requirement of the site plan and are not available for redevelopment. Remove all condominiums and gas stations from the results. Condominiums may show up in the results due to the relatively low improvement to land value of any one unit, however, the aggregate improvement to land value generally makes condominiums unlikely to redevelopment. Gas stations often have a low improvement to property value because they generally have very limited facilities and expensive real estate; however, they are highly unlikely to redevelop. These parcels should be excluded from further analysis.
3. For each UGA, compile all available critical area mapping information and merge these layers into a single layer to determine the total quantity of constrained acreage in each zoning designation. Calculate the percentage of land area within each UGA that is constrained by critical areas by comparing number of acres constrained by critical areas to the total number of acres in each UGA. This calculation will result in a critical area constraint factor for each UGA.
4. Based on available zoning or comprehensive plan information, sort all parcels into ~~four~~ the following groups ~~as follows~~: (a) parcels zoned for single family home development (freestanding homes, townhomes, or other forms of individual lot development); (b) parcels zoned for multi-family or mixed-use residential development (apartments, condominiums, mobile home parks, and other forms of multi-unit per parcel development); (c) commercial and mixed-use commercial zones; and (d) industrial zones. For each of the following groups, describe how housing at each income level will be accommodated (i.e., moderate-, low-, very low-, and extremely low-income households). Each of these groups should then be analyzed separately as described below.

5.2 UGA Capacity - Single Family Zones

1. For each single-family zoning designation calculate the development potential of all vacant parcels (VP). The development potential of vacant parcels is determined by dividing the parcel area by the minimum lot size allowed in the zone, rounding down, and applying the Vacant Parcel's (VP) adjustment factor. When Planning Policies or Development Regulations specify both a minimum and maximum density, both should be calculated to produce a range. Developments since the adoption of the most recent Development Regulations should be used to select the most likely density for expected development to achieve within this potential range.

2. For each single-family zoning designation calculate the development potential of all partially vacant parcels (**PVP**). For purposes of this analysis, a partially vacant parcel is a parcel that is at least two times as large as the minimum lot size allowed by the zone. Calculate the development potential of all partially vacant parcels (**PVP**) by dividing the parcel area by the minimum lot size allowed in the zone and rounding down and subtracting one in order to account for the existing dwelling unit. When **P**lanning **P**olicies or **D**evelopment **R**egulations specify both a minimum and maximum density, both should be calculated to produce a range. Additionally, identify all the parcels that fall are 2 times the minimum lot size or greater; discount a portion of these based on the sliding scale provided in Section 2.5.
3. For each single-family zoning designation determine the total development potential (**TDP**) by adding the results of steps one and two together. Next, determine the amount of land needed for public purposes and deduct this percentage from the total development potential **TDP**. Finally, apply the critical area constraint factor for the UGA and the **S**seasonal/**R**ecreational (**SR**) adjustment factor to determine an appropriate amount of land to deduct from the development potential. This step allows the **T**otal **N**et **C**apacity (**TNC**) for each single-family zoning designation in the UGA to be determined (in dwelling units).
4. Add the resulting total net capacity **TNC** figures for each residential single-family zoning designation in the UGA together to determine the total development potential for all single-family zones in the UGA. The result of this step will be the total combined capacity of all single-family zones in the UGA (in number dwelling units).
5. In order to determine the number of people that can be accommodated in the UGA's, single-family zones the dwelling unit totals from steps three or four can be multiplied by the average household size, with the **V**acancy **R**ate (**VR**) adjustment factor applied. The average household size should be determined using the most recent census data available.

5.3 UGA Capacity – Multi-Family and Mixed-Use Residential Zones*

*Also used for RAID Capacity – Multi-Family and Mixed-Use Zones

1. Identify all vacant parcels zoned for multi-family and mixed-use residential development. Determine the development potential of these parcels by multiplying the acreage of the parcels by the density permitted in the zone and applying the **V**acant **P**arcel (**VP**) adjustment factor. For zones with both a minimum and a maximum density, calculate the development potential at both the minimum allowed density and the maximum permitted density. Developments since the adoption of the most recent **D**evelopment **R**egulations should be used to select the most likely density for expected development to achieve within this potential range.
2. For all areas designated for multi-family and mixed-use residential identify the parcels which can be redeveloped. In order to be re-developable, a parcel should

have an improvement to land value ratio of less than 1:2. Determine the development potential of these parcels by multiplying the acreage of the parcels by the density permitted in the zone. As a final step, deduct 50% in order to account for the redevelopment factor. For zones with both a minimum and a maximum density calculate the development potential at both the minimum allowed density and the maximum permitted density.

3. For each multi-family and mixed-use residential zoning designation determine the total development potential (~~TDP~~) by adding the results of steps one and two together. Next determine the amount of land needed for public purposes and deduct an appropriate amount of land. Finally, apply the critical area constraint factor for the UGA and the ~~S~~seasonal/~~R~~recreational (~~SR~~) adjustment factor to determine an appropriate amount of land to deduct from the development potential. This step allows the ~~T~~total ~~N~~net ~~C~~capacity (~~TNC~~) for each multi-family and mixed-use residential zoning designation in the UGA to be determined (in dwelling units).
4. Add the resulting total net capacity ~~TNC~~ figures for each multi-family and mixed-use residential zoning designation in the UGA together to determine the total development potential for all multi-family and mixed-use residential zones in the UGA. The result of this step will be the total combined capacity of all multi-family and mixed-use residential zones in the UGA (in dwelling units).
5. In order to determine the number of people that can be accommodated in the UGA's multi-family and mixed-use residential zones, the dwelling unit totals from steps three or four can be multiplied by the average household size, with the ~~V~~vacancy ~~R~~ate (~~VR~~) adjustment factor applied. The average household size should be determined using the most recent census data available.

5.4 UGA Capacity – Commercial & Mixed-Use Commercial Zones

1. For each commercial or mixed-use commercial UGA zoning designation identify all vacant parcels (~~VP~~). Once all of the vacant parcels have been identified, calculate the total combined acreage of these parcels. The resulting number is the commercial and mixed-use commercial development potential of all vacant parcels (in acres) for each non-residential commercial and mixed use zoning designation.
2. For each commercial or mixed-use commercial UGA designation identify all re-developable parcels (~~RP~~). A parcel should be considered re-developable if the parcel data indicates that the improvement value to land value ratio is less than 1:2. Once all of the re-developable parcels have been identified, calculate the total combined acreage of these parcels. As a final step, deduct 50% in order to account for the redevelopment factor. The result is the development potential of all re-developable parcels (in acres) for each commercial or mixed-use commercial UGA zoning designation.
3. For each commercial or mixed-use commercial UGA zoning designation determine the total development potential (~~TDP~~) by adding the results of steps

one and two together. Next determine the amount of land needed for public purposes and deduct an appropriate amount of land. Finally apply the critical area constraint factor and deduct an appropriate amount of land. This step allows the total net capacity for each commercial or mixed-use commercial UGA zoning designation to be determined (in acres).

4. Add the resulting total net capacity **TNC** figures for each commercial or mixed-use commercial UGA zoning designation together to determine the total development potential for all commercial or mixed use UGA zones. This step will allow the total combined build-out capacity of commercial or mixed-use commercial UGA zones to be determined (in acres).
5. In order to determine the number of jobs which can be accommodated in commercial or mixed-use commercial UGA, the acreage totals from steps three or four can be multiplied by the average commercial employment density.

5.5 UGA Capacity – Industrial Zones

1. For each industrial UGA zoning designation identify all vacant parcels (**VP**). Once all of the vacant parcels have been identified, calculate the total combined acreage of these parcels. The resulting number is the development potential of all vacant parcels (in acres) for each industrial UGA zoning designation.
2. For each industrial UGA designation identify all re-developable parcels (**RP**). A parcel should be considered re-developable if the parcel data indicates that the improvement value to land value ratio is less than 1:2. Once all of the re-developable parcels have been identified, calculate the total combined acreage of these parcels. As a final step, deduct 50% in order to account for the redevelopment factor. The result is the development potential of all re-developable parcels (in acres) for each industrial UGA zoning designation.
3. For each industrial UGA zoning designation determine the total development potential (**TDP**) by adding the results of steps one and two together. Next determine the amount of land needed for public purposes and deduct an appropriate amount of land. Finally apply the critical area constraint factor and deduct an appropriate amount of land. This step allows the **Total Net Capacity (TNC)** for each industrial UGA zoning designation to be determined (in acres).
4. Add the resulting total net capacity **TNC** figures for each industrial UGA zoning designation together to determine the total development potential for all industrial UGA zones. This step will allow the total combined build-out capacity of industrial UGA zones to be determined (in acres).
5. In order to determine the number of jobs which can be accommodated in commercial or mixed use UGA, the acreage totals from steps three or four can be multiplied by the average industrial employment density.

Countywide Planning Policies

Appendix B: Housing Allocation Methodology

Background

In 2021, House Bill 1220 amended the GMA and changed how housing is allocated during the comprehensive plan update process. The guidance shifted from encouraging affordable housing, to mandating that jurisdictions plan for and accommodate housing affordable to all income levels.

These changes prompted Island County's CPG to revisit how housing is allocated in the CPPs and develop a new process for allocating housing to jurisdictions that meets the requirements in RCW 36.70A.

Assumptions

The past housing methodology for Island County allocated growth to four sub areas and then further divided the growth in each of the subareas, largely according to past population growth trends.

In developing a new methodology, the following assumptions were utilized:

- Following the spirit of the GMA, growth should be prioritized in urban areas where jobs, infrastructure, and services exist to support diverse housing types.
- Each jurisdiction should accommodate an equitable allocation of new housing for each income level (i.e., moderate income, low income, very low income, extremely low income, permanent supportive housing, and emergency housing).
- Housing should no longer be divided by sub area first (i.e., north, central, and south Whidbey, and Camano) and instead shall be allocated directly by jurisdiction including Unincorporated Island County, Oak Harbor, Coupeville, and Langley.
- Unincorporated Island County's share of the population and housing allocations will subsequently be divided between the Freeland NMUGA, RAIDs, and other rural areas.
- No jurisdiction shall be unreasonably burdened by their housing allocation; therefore, no jurisdiction shall be assigned a housing allocation that increases their existing housing stock by more than 60 percent.
- Sewer extensions will be needed within all UGAs to support growth within a municipality. Similarly, septic or sewer improvements will be needed in many of the county's RAIDs and NMUGAs to support growth.

- Relevant data associated with NASWI should be considered in combination with data from the City of Oak Harbor, rather than unincorporated Island County, to accurately reflect patterns of residence, employment, and use of amenities.

Approach

The following steps were taken to arrive at percentage allocations for the jurisdictions:

- The OFM Medium population estimate was used as the basis for Island County's population growth and housing allocations.
- Census data on the quantity and location of jobs, specifically the Longitudinal Employer Household Dynamics (LEHD) dataset, was utilized to inform the baseline percentages for the countywide allocations.
 - LEHD 2019 data was used instead of the 2020 data due to impacts from the COVID-19 pandemic. More current data within this data set was not available as of November 2023.
- The following additional weights were created and applied to the baseline jobs percentages:
 - The LEHD 2019 Origin-Destination Employment Statistics (LODES) data was used in combination with data from the 2019 NASWI Military Personnel Housing Survey to determine the number of jobs in a jurisdiction. A flow ratio was then assigned to reflect the number of employed persons residing in the same jurisdiction.
 - Transportation accessibility was assessed using Washington State Department of Transportation (WSDOT) transit data paired with Island County parcel data. Transit routes were buffered 0.5 mile to generate a percentage of parcels that are reasonably serviced by transit. A buffer from routes instead of stops was used due to the offering of flag stops by Island Transit.
 - North America Industry Classification System (NAICS) employment data, specifically the LEHD 2019 Work Area Profile, "educational services" (NAICS 61), and "health care and social assistance" (NAICS 62) categories were selected and combined to represent social service locations in jurisdictions.
- The CPG agreed on the following weights to apply to the allocation methodology: 75% to Jobs, 10% to Transportation, 10% to Social Services, and 5% to Flow Ratio.
- A cap was applied to jurisdictions to avoid unreasonably burdening any jurisdiction with planning for extreme increases in housing and population during a single planning period (as referenced in the assumptions).
 - Coupeville's Cap: Using a recently completed Land Capacity Analysis (2022), the total housing allocation for Coupeville was reduced to reflect its location within Ebey's Landing National Historical Reserve as well as RCW 36.70.A.110(2), which states that "In the case of urban growth areas

contained totally within a national historical reserve, the city [town] may restrict densities, intensities, and forms of urban growth as determined to be necessary and appropriate to protect the physical, cultural, or historic integrity of the reserve.” The reserve presents unique constraints to new residential development for Coupeville, as it limits potential growth internally due the presence of historic resources, and externally, due to a mixture of critical areas and conservation easements. As a result, Coupeville is not well-positioned to accommodate significant growth beyond its recently completed Land Capacity Analysis and relies on a cap to maintain its unique built environment and surrounding natural resources.

- Langley’s Cap: The total growth allocated to Langley after the weighting was applied would have exceeded 60 percent of the 2020 existing housing; therefore, Langley’s allocation was capped to limit growth to 60 percent over the 20-year planning period.
- Final percentages for each jurisdiction were inputted into the Washington State Department of Commerce’s Housing for All Planning Tool (HAPT), utilizing Method A, to generate housing and affordability allocations for each jurisdiction. The CPG reviewed both methods (Method A and B) provided by Commerce and determined Method A was a better fit for our growth patterns and unique circumstances.

Included below are figures that represent the data and tools used to produce the allocations.

Figure 1 – Final Weights and Distributions

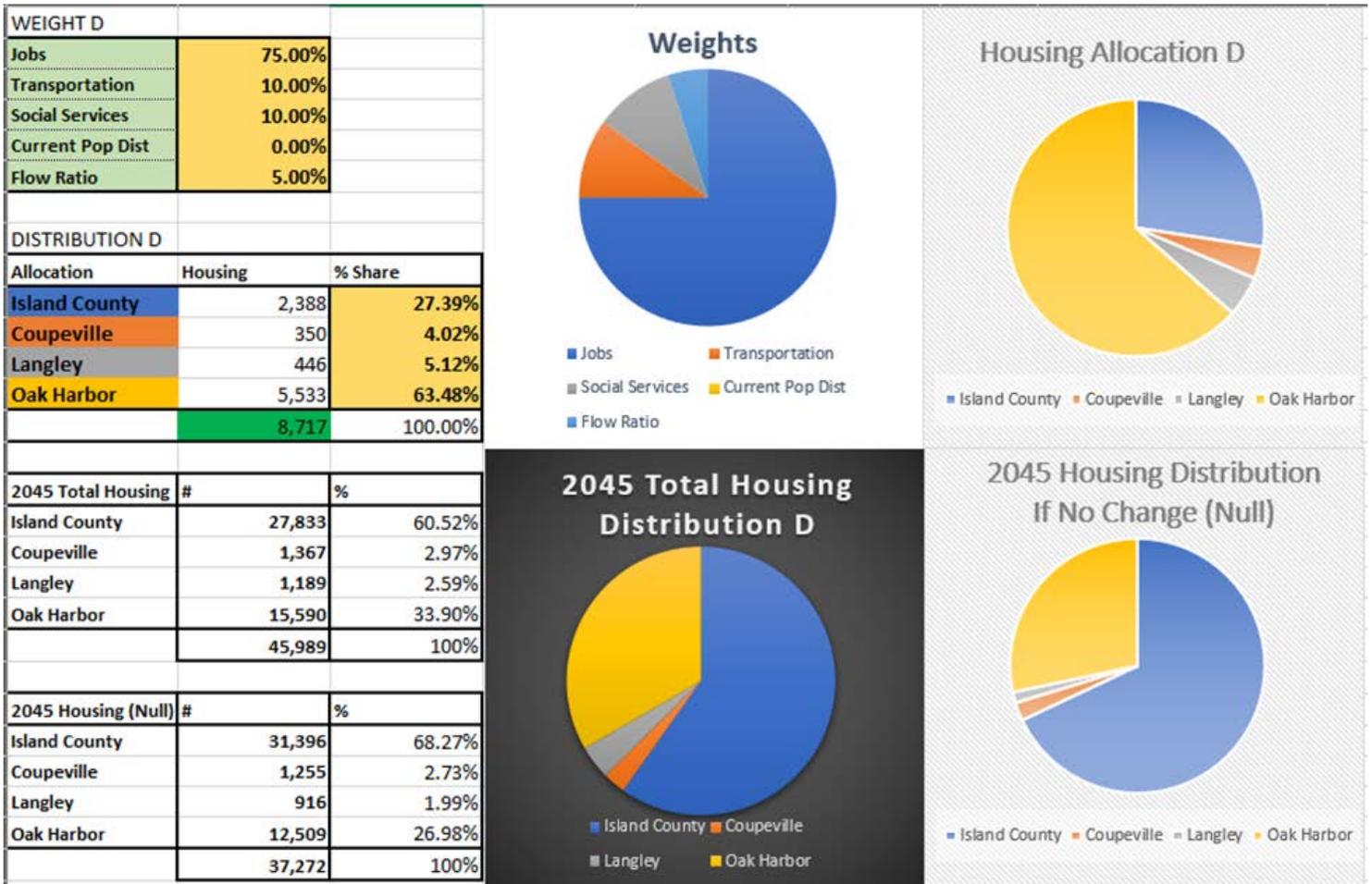


Figure 3 – Work Area Profile

Work Area Profile Report - 2019		Island County		Oak Harbor		Langley		Coupeville		Unincorporated Island County
Total All Jobs	Count	Share	Count	Share	Cou	Share	Cou	Share		
Total All Jobs	14,857	100.0%	5,497	100.0%	588	100.0%	2,057	100.0%		6,715
Jobs by NAICS Industry Sector	Count	Share	Count	Share	Cou	Share	Cou	Share		
Agriculture, Forestry, Fishing and Hunting	171	1.2%	0	0.0%	0	0.0%	7	0.3%		164
Mining, Quarrying, and Oil and Gas Extraction	13	0.1%	0	0.0%	0	0.0%	0	0.0%		13
Utilities	57	0.4%	5	0.1%	0	0.0%	15	0.7%		37
Construction	1,197	8.1%	228	4.1%	3	0.5%	28	1.4%		940
Manufacturing	797	5.4%	149	2.7%	1	0.2%	8	0.4%		639
Wholesale Trade	192	1.3%	32	0.6%	5	0.9%	13	0.6%		142
Retail Trade	1,978	13.3%	884	16.1%	68	11.6%	70	3.4%		956
Transportation and Warehousing	448	3.0%	129	2.3%	0	0.0%	0	0.0%		319
Information	162	1.1%	17	0.3%	7	1.2%	3	0.1%		135
Finance and Insurance	320	2.2%	161	2.9%	16	2.7%	32	1.6%		111
Real Estate and Rental and Leasing	333	2.2%	177	3.2%	6	1.0%	23	1.1%		127
Professional, Scientific, and Technical Services	696	4.7%	180	3.3%	32	5.4%	38	1.8%		446
Management of Companies and Enterprises	75	0.5%	62	1.1%	0	0.0%	0	0.0%		13
Administration & Support, Waste Management and Remediat	498	3.4%	121	2.2%	6	1.0%	12	0.6%		359
Educational Services	1,772	11.9%	1,167	21.2%	22	3.7%	152	7.4%		431
Health Care and Social Assistance	2,272	15.3%	821	14.9%	59	10.0%	898	43.7%		494
Arts, Entertainment, and Recreation	432	2.9%	127	2.3%	28	4.8%	9	0.4%		268
Accommodation and Food Services	1,947	13.1%	893	16.2%	289	49.1%	172	8.4%		593
Other Services (excluding Public Administration)	650	4.4%	194	3.5%	24	4.1%	33	1.6%		399
Public Administration	847	5.7%	152	2.8%	22	3.7%	544	26.4%		129
Health Care and Social Assistance										
	Count	Percent Share								
Unincorporated Island County	494	21.74%								
Coupeville	898	39.52%								
Langley	59	2.60%								
Oak Harbor	821	36.14%								
		100.00%								
Educational Services										
	Count	Percent Share								
Unincorporated Island County	431	24.32%								
Coupeville	152	8.58%								
Langley	22	1.24%								
Oak Harbor	1,167	65.86%								
		100.00%								
Combined Healthcare + Educational Services										
	Count	Percent Share								
Unincorporated Island County	925	22.87%								
Coupeville	1,050	25.96%								
Langley	81	2.00%								
Oak Harbor	1,988	49.16%								
		100.00%								

Figure 4 – Flow Ratio Table

ESTIMATES WITH EXTRAPOLATED NASWI DATA

Inter-county flows	Outflow (%)	Outflow (#)	Retained (%)	Retained (#)	Inflow (%)	Inflow (#)
Oak Harbor	23.67%	4,988	61.15%	11,939	34.06%	2,330
Coupeville	1.77%	374	3.92%	766	5.17%	354
Langley	1.10%	232	0.90%	176	1.17%	80
Uninc. Island County	73.46%	15,480	34.02%	6,643	59.60%	4,077
- <i>Freeland</i>	2.22%	468	2.18%	426	4.85%	332
- <i>Clinton</i>	1.12%	236	0.76%	149	0.99%	68
- <i>Camano Island</i>	32.70%	6,892	3.51%	685	1.43%	98
Island County Total	100%	21,074	100%	19,524	100%	6,841

Intra-county flows	Outflow (%)	Outflow (#)	Retained (%)	Retained (#)	Inflow (%)	Inflow (#)
Oak Harbor	13.98%	1,211	77.10%	11,098	56.45%	3,947
Coupeville	7.69%	666	0.70%	100	22.93%	1,603
Langley	1.64%	142	0.21%	30	6.84%	478
Uninc. Island County	77.52%	6,715	22.00%	3,167	13.79%	964*
- <i>Freeland</i>	--	311	--	115	--	790
- <i>Clinton</i>	--	135	--	14	--	147
- <i>Camano Island</i>	--	118	--	567	--	498
Island County Total	100%	8,662	100%	14,395	100%	6,992

Flow Ratios	Outflow%	Inflow%	Retained%	Employed	Residing	Emp/res
Oak Harbor	36.62%	37.82%	63.38%	16,597	16,927	98.05%
Langley	92.65%	94.9%	7.35%	588	408	144.12%
Coupeville	91.23%	95.1%	8.77%	2,057	1,140	180.44%
Uninc. Island County	84.07%	44.84%	15.93%	6,305	21,837	28.50%
- <i>Freeland</i>	87.1%	90.7%	12.9%	1,237	894	138.37%
- <i>Clinton</i>	96.4%	93.9%	3.6%	229	385	59.48%
- <i>Camano Island</i>	92.5%	51.2%	7.5%	1,163	7,577	15.35%
Inter-Island County Total	52.28%	26.78%	47.42%	25,547	40,312	63.37%

Extrapolated figures:

Residing on base: 1,458

Residing in Oak Harbor: 7,497

Residing in Coupeville: 472

Residing in Langley: 10

Residing outside of Island County: 2,071

Figure 5 – Transportation Map

Island County Transit Service
1/2 mile from Route

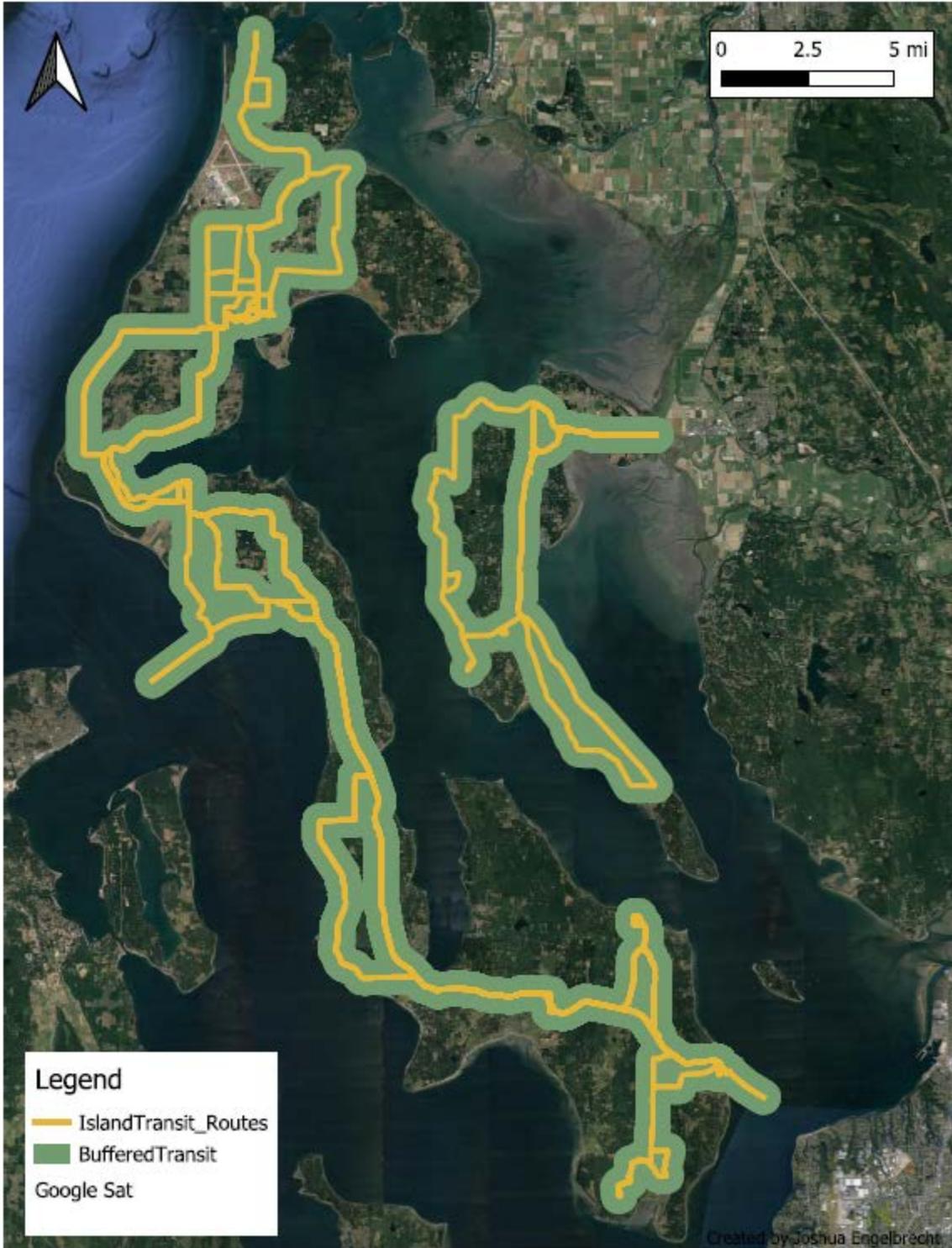
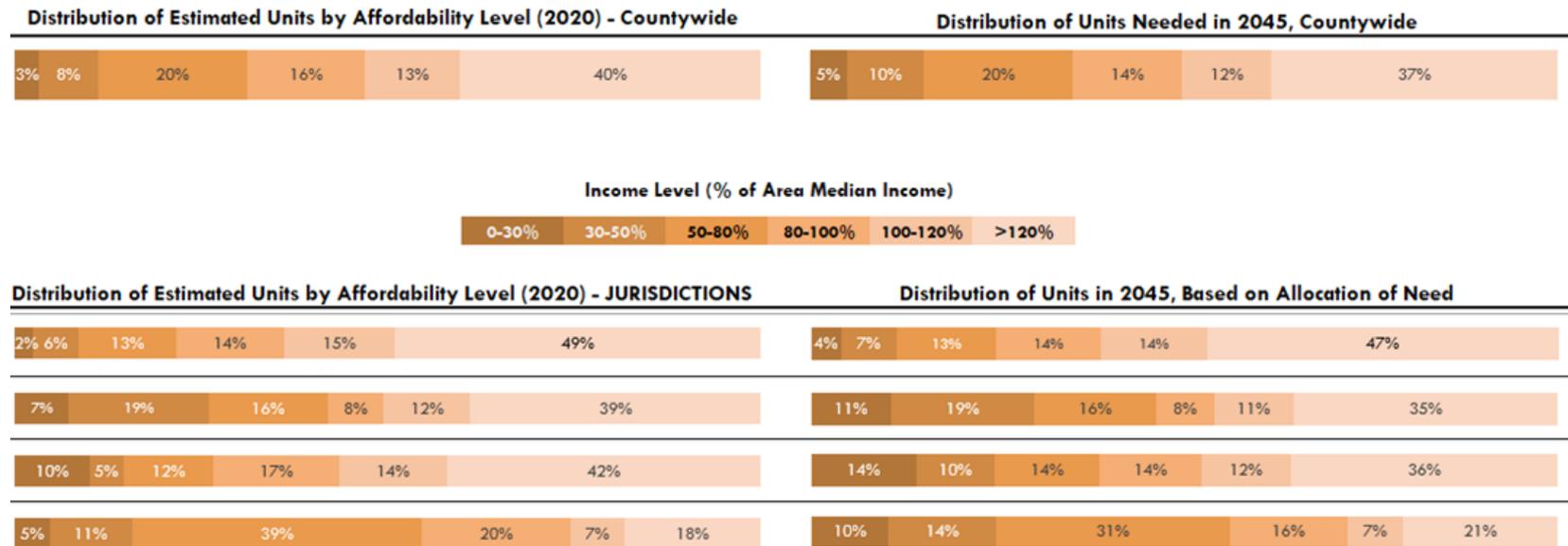


Figure 6 – HAPT Allocations

Island County		Projection Year: 2045		Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary)	
		Population Target = 102,639		Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%		>120%
		Countywide Estimated Housing Supply (2020)	37,272	1,210	18	2,915	7,479	5,878	4,734	15,038	116	
		Countywide Additional Units Needed (2020-2045)	8,717	986	838	1,775	1,512	717	683	2,206	265	
		Sum of Allocation to Jurisdictions (from User Inputs)	8,717	986	838	1,775	1,512	717	683	2,206	266	
User Input - % Share of County Population Growth. Values must sum to 100%				100.00% Met Target	<-- Sum of user inputs for jurisdiction shares of county future net housing need. If below 100%, increase shares. If above 100%, decrease shares.							
		* The location of 10 existing permanent supportive housing units within Island County is unknown. Therefore, they are not included in the jurisdiction table below.		Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary)	
				Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%		>120%
27.39 %	Unincorporated Island County	Estimated Housing Supply (2020)	25,445	598	8	1,580	3,311	3,676	3,788	12,484	28	
		Allocation Method A (2020-2045)	2,388	270	230	486	414	196	187	604	73	
4.02 %	Coupeville town	Estimated Housing Supply (2020)	1,017	73	0	191	162	77	118	396	0	
		Allocation Method A (2020-2045)	350	40	34	71	61	29	27	89	11	
5.12 %	Langley city	Estimated Housing Supply (2020)	743	74	0	34	90	125	107	313	21	
		Allocation Method A (2020-2045)	446	50	43	91	77	37	35	113	14	
63.47 %	Oak Harbor city	Estimated Housing Supply (2020)	10,057	465	0	1,110	3,916	2,000	721	1,845	67	
		Allocation Method A (2020-2045)	5,533	626	532	1,127	960	455	434	1,400	168	

Figure 7 – HAPT Income Distributions



Change in the Share by Affordability Level (2020-2045, percentage points)

	0-30%	>30-50%	>50-80%	>80-100%	>100-120%	>120%
Jurisdiction 1	+1.6	+1.2	+0.4	-0.5	-0.6	-2.0
Jurisdiction 2	+3.5	+0.4	+0.4	+0.2	-1.0	-3.5
Jurisdiction 3	+4.1	+5.9	+2	-3.2	-2.5	-6.3
Jurisdiction 4	+5.8	+3.3	-7.7	-4.1	+0.2	+2.5



COUNTYWIDE PLANNING POLICIES



CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

City Council

1/16/2024

BACKGROUND

- **CWPP or CPP**
- **Growth Management Act – RCW 36.70A**
- **GMA requires that counties subject to the GMA adopt Countywide Planning Policies (CWPPs) and requires that these policies be developed with the cooperation of the municipalities within the county (RCW 36.70A.210(2))**
- **Island County CWPP amendments - 1992, 1998, 1999, 2015, 2017**
- **County Planning Group (CPG) to review the CPP prior to 2025 Major update**
- **City Council and Planning Commission Joint Workshop Oct 23**

CPP AMENDMENTS

- **Countywide Planning Group**
- **Overall Approach**
 - **Consistency**
 - **Practical growth-related modification**
 - **Promote growth in urban areas and discourage growth in rural areas**
 - **Learn on the move**
- **Scope of Amendments**
 - **Clerical and Terminology Update**
 - **Practical growth-related policy modifications**
 - **Inclusive of natural areas, open space, wetlands, etc**
 - **Buildable Land and Housing oriented**
 - **New Addition - Appendix B – Housing for All Planning Tool (HAPT)**

HIGHLIGHTS

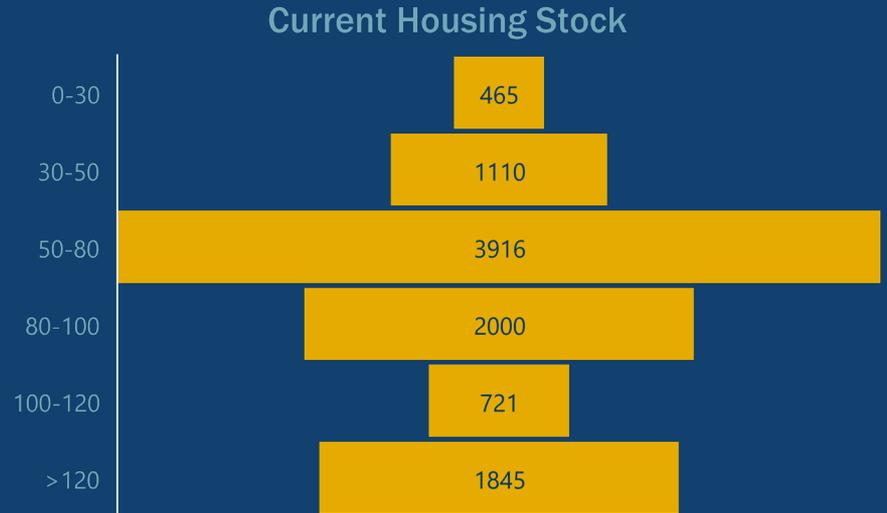
- Population – Medium (OFM) 102,639
- 20 yr Housing Allocation for Oak Harbor (2045)
 - 5533 Units

HAPT

Island County		Projection Year: 2045		Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary)	
		Population Target = 102,639		Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%		>120%
		Countywide Estimated Housing Supply (2020)	37,272	1,210	18	2,915	7,479	5,878	4,734	15,038	116	
		Countywide Additional Units Needed (2020-2045)	8,717	986	838	1,775	1,512	717	683	2,206	265	
		Sum of Allocation to Jurisdictions (from User Inputs)	8,717	986	838	1,775	1,512	717	683	2,206	266	
User Input - % Share of County Population Growth. Values must sum to 100%				100.00% Met Target	<-- Sum of user inputs for jurisdiction shares of county future net housing need. If below 100%, increase shares. If above 100%, decrease shares.							
				* The location of 10 existing permanent supportive housing units within Island County is unknown. Therefore, they are not included in the jurisdiction table below.								
				Total	0-30%		>30-50%	>50-80%	>80-100%	>100-120%	>120%	Emergency Housing Needs (Temporary)
27.39 %	Unincorporated Island County	Estimated Housing Supply (2020)	25,445	598	8	1,580	3,311	3,676	3,788	12,484	28	
		Allocation Method A (2020-2045)	2,388	270	230	486	414	196	187	604	73	
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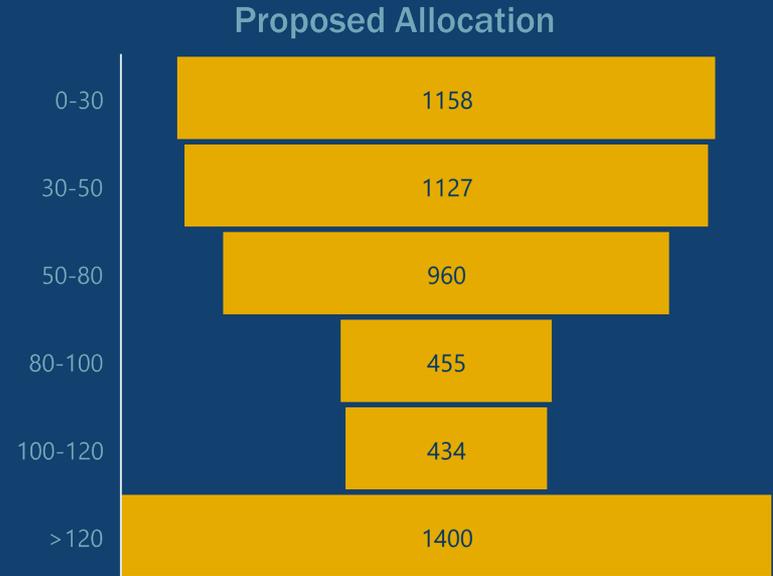
EXISTING DISTRIBUTION

- **10,057 existing units**
 - **0-30% AMI – 465 units**
 - **30-50% AMI – 1110 Units**
 - **50-80% AMI – 3916 Units**
 - **80-100% AMI – 2000 Units**
 - **100-120% AMI – 721 Units**
 - **>120% AMI – 1845 Units**



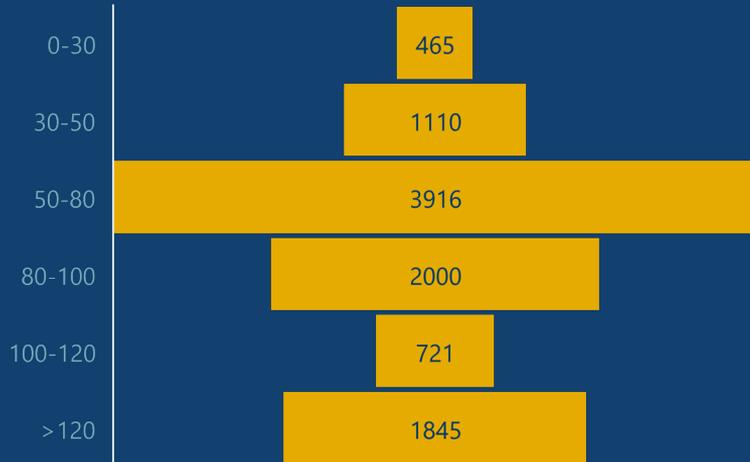
PROPOSED ALLOCATION

- **5533 required unit distribution**
 - **0-30% AMI – 1158 units**
 - **30-50% AMI – 1127 Units**
 - **50-80% AMI – 960 Units**
 - **80-100% AMI – 455 Units**
 - **100-120% AMI – 434 Units**
 - **>120% AMI – 1400 Units**

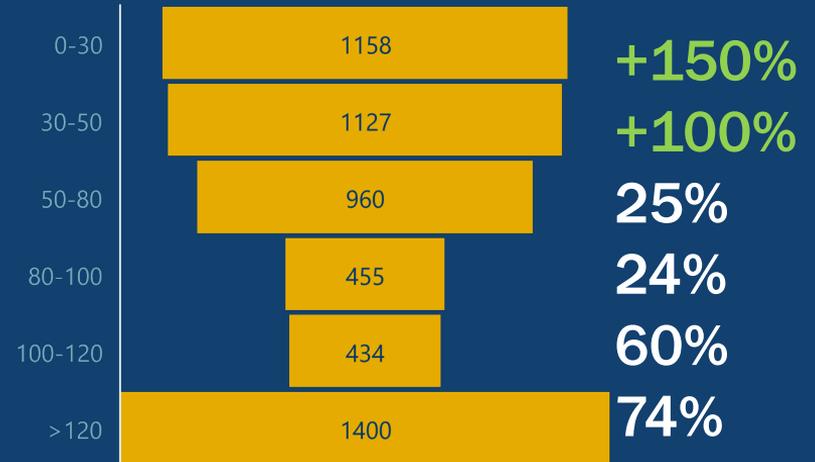


COMPARISON

Existing Housing Stock

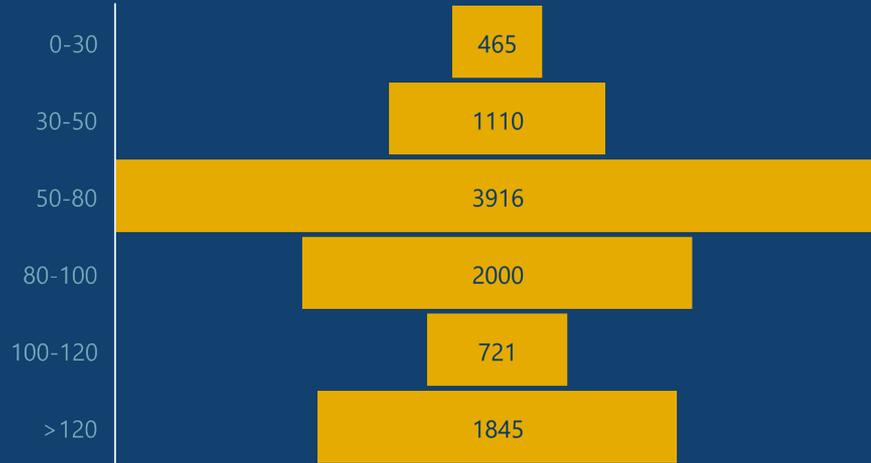


20 yr Allocation

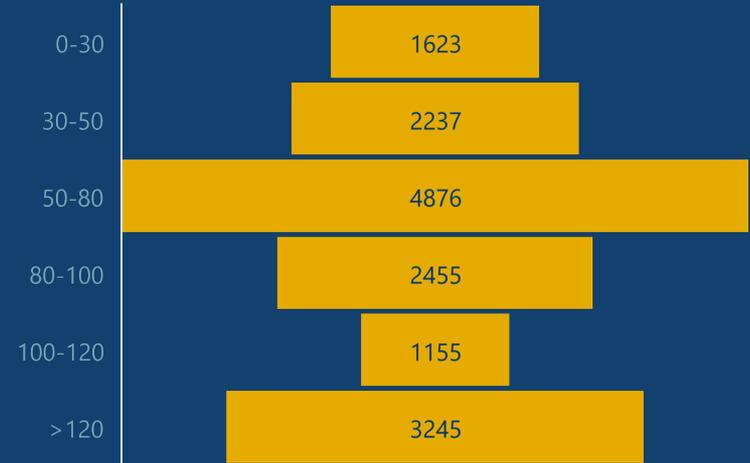


COMBINED OUTCOME

Current Housing Stock



2045



PROCESS

- Population – adopt and ratify Jan/Feb 2024
- Amended CWPP – adopt and ratify Feb/Mar 2024

NO ACTION REQUIRED QUESTIONS? / COMMENTS

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

Bill No. 11.a.
Date: January 16, 2024
Subject: Executive Session per RCW
42.30.110 (1) (i) To discuss
with legal counsel litigation or
potential litigation.

FROM: Administration

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

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

RECOMMENDED ACTION

The Council will hold an executive session per RCW 42.30.110 (1) (i) to discuss with legal counsel, litigation of potential litigation. Anticipated duration in fifteen minutes. Action may or may not be taken upon return to the open session. Executive sessions are not open to the public.

BACKGROUND / SUMMARY INFORMATION

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

ATTACHMENTS