

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3053](#), adopted September 27, 2021, extending the duration of portions of Resolution 2082 through December 31, 2021, City Council meetings may be held partially or entirely virtually.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

**** Attendees in Council Chambers must comply
with [Dept. of Health orders](#) ****

October 18, 2021
6:00 PM

PRELIMINARY AGENDA
[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Housing Affordability and Community Services Committee (Discussion)
 - c. Public Works Committee (Discussion)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of October 11, 2021 (Action)
 - b. Approval of claims in the amount of \$1,051,573.25 (Action)
 - c. Contract Award: 2022 Janitorial Services #22-004-FAC-001 (Action)
 - d. Assignment, Assumption, and Approval Agreement with Shell Oil and HollyFrontier (Action)
 - e. Agreement on Sales and Use Tax Revenue between the City and the Anacortes Housing Authority (Action)
 - f. Interlocal Agreement #21-239-WTR-001 with the Washington State Water/Wastewater Agency Response Network (WAWARN) (Action)

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

6. **Public Hearings**
 - a. * Anacortes Community Forest Lands Comprehensive Plan Update (Discussion)
7. **Other Business**
8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Anacortes City Council Minutes - October 11, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of October 11, 2021 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Matt Miller participated in the meeting remotely via Zoom. Councilmembers Carolyn Moulton and Bruce McDougall were absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mr. Walters moved, seconded by Mr. Young, to excuse the absences of Ms. Moulton and Mr. McDougall. The motion carried unanimously by voice vote.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere shared current case statistics and vaccination progress for Anacortes, Skagit County and Washington State.

Port/City Liaison Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included COVID impacts on both jurisdictions, the upcoming State of the Port address, and ongoing project coordination by the City and the Port.

Public Safety Committee: Mr. Miller reported from the Committee meeting held the previous week. The topics discussed for the Fire Department included captain exams, tactical SOPs, contract negotiations, and the SAFER grant application. Police Department topic discussed included departmental staffing and recruiting to fill open positions, impacts of recent legislation on law enforcement agencies, contract negotiations, and body camera implementation.

Housing Affordability and Community Services Committee: Mr. Walters reported from the Committee meeting held the previous week. The topics discussed included services provided at the Burlington First Steps Center, the Anacortes Family Center 21-unit residential project, and planning for the committee's meeting with State Representative Alicia Rule in the week ahead.

Planning Committee: Ms. Cleland-McGrath reported from the Committee meeting held earlier in the evening. The topics discussed included projects heading to the Planning Commission and then eventually to City Council and updates to the flood code in response to sea level rise.

Public Comment

Kate Clark commended the mayor on the proclamation of Indigenous Peoples Day and urged councilmembers to consider additional events celebrating the day in future years. Ms. Clark suggested language for future documents.

Consent Agenda

Mr. Miller moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of October 4, 2021
- b. Approval of claims in the amount of \$728,320.75

The following vouchers/checks were approved for payment:
EFT numbers: 101374 through 101429 and 101446, total \$573,344.08
Check numbers: 101430 through 101445, total \$130,742.39
Wire transfer numbers: 291394 through 291737, total \$23,981.48

- c. Resolution 3054: Extending Time allotted to Thompson Family to Retrieve Train Equipment

PUBLIC HEARINGS

Public Hearing on Budgeted Revenue Sources, including 1% Property Tax Increase

Finance Director Steve Hoglund explained the mechanics and net effect of the proposed 1% property tax increase.

Mayor Gere opened the public hearing on budgeted revenue sources at 6:21 p.m. No one wished to address the Council on this agenda item. Mayor Gere closed the public hearing.

Ordinance 3097: An Interim Ordinance Extending Ordinances 3076, 3069, 3054 and 3088, A Moratorium on the Acceptance of Certain Land Use Applications in the R4 Use Zone West of Commercial Avenue

Planning Director Don Measamer presented Ordinance 3097 for a public hearing. Mr. Measamer explained that Ordinance 3097 would immediately extend for six months the moratorium enacted by Ordinance 3076, 3069, 3054 and 3088 on the acceptance of applications for land use permits or building permits in the R4 Use Zone West of Commercial Avenue proposing to use the bonus height provisions of AMC 19.42.050. C. The moratorium would not apply to AMC 19.42.050.D the affordable units option.

Mayor Gere opened the public hearing on Ordinance 3097 at 6:28 p.m. No one wished to address the Council on this agenda item. Mayor Gere closed the public hearing.

RYAN WALTERS moved, seconded by MATT MILLER, to approve Ordinance 3097 Extending a Moratorium on accepting certain land use applications in the R4 Use Zone West of Commercial Avenue for bonus height provisions. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, MATT MILLER. Nays - None. Result: Passed

OTHER BUSINESS

Anacortes Arts Commission Update

Parks and Recreation Director Jonn Lunsford introduced Lisa Rhodes, chair of the Anacortes Arts Commission, to provide a brief update on Arts Commission activities and events. Ms. Rhodes's slide presentation was added to the packet materials for the meeting.

Resolution 3055: Waiving the State Competitive Bidding Requirements for the Purchase of Craley Sensing PermaSense Leak Monitor

Public Works Director Fred Buckenmeyer presented Resolution 3055. He explained the project and the rationale for the sole source purchase. Mr. Buckenmeyer's slide presentation was added to the packet materials for the meeting. Mr. Buckenmeyer responded to councilmember questions about the technology.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve Resolution 3055 waiving the bidding requirements for the purchase of the Sensing PermaSense Leak Monitoring and Asset Security System, and authorizing sole source purchasing and installation from Craley Group Limited due to a

single source of supply. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, MATT MILLER. Nays - None. Result: Passed

Contract Award: Sensing PermaSense Leak Monitoring and Asset Security System #21-242-WTR-001

Mr. Buckenmeyer requested City Council consent to award a contract in the amount of \$385,495.00 to Craley Group Limited for the purchase and installation of the Sensing PermaSense Leak Monitoring and Asset Security System.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to authorize the Mayor to sign contract 21-242-WTR-001 with Craley Group Limited in the amount of \$385,495.00 to perform the Sensing PermaSense Leak Monitoring and Asset Security System. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, MATT MILLER. Nays - None. Result: Passed

Resolution 3052: Establishing the City's use of American Rescue Plan Act Funds

Mr. Hoglund presented Resolution 3052, alternative versions of which had previously been considered by City Council at its regular meetings on September 20, 2021 and October 4, 2021.

ANTHONY YOUNG moved, seconded by MATT MILLER, to approve Resolution 3052 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, MATT MILLER. Nays - None. Result: Passed

Resolution 3056: Committing City Funds to support Anacortes Family Center Affordable Housing Project

Mr. Hoglund presented Resolution 3056 and reviewed the rationale for the resolution, which had been suggested by councilmembers at the October 4, 2021 regular City Council meeting.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Ms. Cleland-McGrath announced that she would abstain from voting on the resolution because she sits on the board of the Anacortes Family Center.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to adopt Resolution 3056 committing City funds to support the Anacortes Family Center's affordable housing project. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, MATT MILLER. Nays - None. Result: Passed

2022-2027 Capital Facilities Plan, Part 2 of 2, Departments other than Public Works

Mr. Hoglund continued the review of the draft 2022-2027 Capital Facilities Plan which had begun at the regular City Council meeting on October 4, 2021. Mr. Hoglund, Administrative Services Director Emily Schuh, Fire Chief Bill Harris and Parks and Recreation Director Jonn Lunsford responded to councilmember questions about specific capital projects and additional information councilmembers asked to have reflected in the CFP.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Access Anacortes Fiber Internet Update

Administrative Services Director Emily Schuh provided the regular monthly update on Access Anacortes Fiber Internet. Ms. Schuh's slides were added to the packet materials for the meeting. She reported on customers in service, pending orders, revenue received, the take rate by district, improving cash flow, and new grant funding

opportunities. Ms. Schuh also reported on the status of construction by zone; special projects; and financial and network expansion projections for 2021 and 2022.

Contract Modification: Residential Recyclables and Residential Organics Collection, 2015-2025 #15-102-SAN-001

Mr. Hoglund requested City Council consent to issue a contract amendment to contract 15-102-SAN-001 with Waste Management in order to change the annual CPI inflator from Seatacbrem All Urban CPI to the Water Sewer Trash index. Councilmembers discussed the proposed amendment at length. Several councilmembers requested additional information on the projected net effect on actual costs to ratepayers over time. Mayor Gere asked Mr. Hoglund to bring the amendment back to Council for further consideration and possible action with the requested information.

Adjournment

There being no further business, at approximately 8:38 p.m. the Anacortes City Council meeting of October 11, 2021 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the October 18, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
292162	7/8/2021	21411.09-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: WWTP OUTFALL	\$ 78.55	plan
291836	8/31/2021	27345	ORCA INFORMATION, INC	BACKGROUND CHECKS, WADE, RAINS, SHEELY, ROBERSON	\$ 232.00	hr
292163	8/31/2021	322	WIDENER & ASSOCIATES	32ND STREET AND M AVENUE INTERCHANGE IMPROVEMENTS - AUGUST 2021	\$ 8,097.60	pw1
292166	8/31/2021	324	WIDENER & ASSOCIATES	FIDALGO AVE EMERGENCY REPAIRS - ENVIRONMENTAL PERMITTING/DOCS - AUG 2021	\$ 2,601.60	pw1
292167	8/31/2021	325	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - AUGUST 2021	\$ 8,520.80	pw1
291781	9/1/2021	INV-0051048	DERO	LTAC - 2 PARKLETS	\$ 26,568.78	plan
292140	9/8/2021	13064	SKILLINGS CONNOLLY, INC	WWTP NPDES SEDIMENT SAMPLING - THROUGH 8/25/21	\$ 9,969.33	dwwtp
291837	9/10/2021	MVCS0335325	N C MACHINERY COMPANY	PARTS- #6966	\$ 144.79	dshop
291931	9/15/2021	47025	DEPARTMENT OF HEALTH	SANITARY SURVEY INSPECTION FEE	\$ 1,071.00	dwwtp
292137	9/15/2021	1653208	RAIN FOR RENT	RENTAL FOR INFLUENT BYPASS PUMPING	\$ 4,675.30	dwwtp
292161	9/17/2021	P0002-46	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP - JULY & AUGUST 2021	\$ 1,316.25	pw1
291850	9/20/2021	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 08/19-09/17/21	\$ 13.84	parks1
291851	9/20/2021	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 08/19-09/17/21	\$ 19.23	parks1
291853	9/20/2021	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 08/19-09/17/21	\$ 13.83	parks1
291855	9/20/2021	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 08/19-09/17/21	\$ 21.44	parks1
291856	9/20/2021	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 08/19-09/17/21	\$ 15.54	parks1
291842	9/20/2021	9888895891	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS 8/21-9/20/21	\$ 1,256.92	dwwtp
291998	9/22/2021	287108	DEPT OF LABOR & INDUSTRIES	L & I ELEVATOR INSPECTIONS	\$ 114.10	pwfac
291784	9/22/2021	30313899	OFFICE OF MINORITY & WOMEN'S	POLITICAL SUBDIVISION FEE 7/01/21-6/30/2023	\$ 250.00	finance
292003	9/23/2021	84223771	BOUND TREE MEDICAL, LLC	MED BAG - CP	\$ 220.85	medic
292121	9/23/2021	54975697	INGRAM LIBRARY SERVICES, LLC	INGRAM IPAGE REVIEWS ANNUAL SUBSCRIPTION	\$ 350.00	publib
292123	9/23/2021	54995805	INGRAM LIBRARY SERVICES, LLC	JUVENILE BOOKS	\$ 54.35	publib
291844	9/24/2021	323762	WILLIAMS CONCRETE ACCESSORIES	MAINTENANCE SUPPLIES	\$ 68.11	dwwtp
292114	9/25/2021	09/25/2021	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 08/25-9/25/21	\$ 18.22	apd
291788	9/26/2021	5006541594	FERRELLGAS, LP	SEP PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 291.02	finance

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291990	9/26/2021	9889370664	VERIZON WIRELESS	WTP SCADA 8/27-9/26/21	\$ 554.88	dwtpt
292000	9/27/2021	84228013	BOUND TREE MEDICAL, LLC	PHARMA: EPINEPHRINE	\$ 206.40	medic
292160	9/27/2021	2020-46	CURTIS EMERGENCY SERVICES LLC	WATER SYSTEM RISK & RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN	\$ 598.92	dwtpt
291835	9/28/2021	MVCS0336035	N C MACHINERY COMPANY	PARTS FOR GENERATORS- #6966, #6967, #6968	\$ 781.08	dshop
291839	9/28/2021	0274981-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 2,627.89	dwwtpt
292018	9/28/2021	2021 Q3-Ana	SKAGIT COUNTY DEM	3RD QTR SHARED COSTS	\$ 12,890.94	medic
291940	9/28/2021	9889429603	VERIZON WIRELESS	City Cell Phones 8/2-9/28/21	\$ 11,782.23	finance
291926	9/28/2021	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 09/28-10/27/21	\$ 101.36	parks1
291838	9/29/2021	0274887-IN	REISNER DISTRIBUTOR INC	LUBE OIL - #6966, #6967, #6968	\$ 3,781.15	dshop
292005	9/30/2021	AN 805263	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 65.90	medic
291612	9/30/2021	2020-48	CURTIS EMERGENCY SERVICES LLC	EMERGENCY MANAGEMENT SERVICES - SEPTEMBER 2021	\$ 2,137.50	medic
292006	9/30/2021	WAANA137081	FASTENAL COMPANY	EXTRICATION GLOVES, FIRE GLOVES	\$ 300.70	medic
292143	9/30/2021	199200	INFOSEND, INC.	SEPTEMBER 2021 PROCESSING	\$ 3,690.99	finance
291847	9/30/2021	1000114879	ISLAND HOSPITAL	RURAL HEALTH CARE PROGRAM REIMBURSEMENT	\$ 4,509.38	fiber
291927	9/30/2021	176184	LAKESIDE INDUSTRIES, INC.	PARK SUPPLIES	\$ 445.16	parks1
292218	9/30/2021	3093489677	LEXISNEXIS	LEGAL ON-LINE RESEARCH SEPT. 2021	\$ 332.93	legal
292154	9/30/2021	IN942717	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - SEPTEMBER 2021	\$ 5,172.57	fiber
292155	9/30/2021	IN942695	NOANET	DESIGN FOR OUTSIDE PLANT - SEPTEMBER	\$ 754.80	fiber
292156	9/30/2021	IN942694	NOANET	DESIGN FOR OUTSIDE PLANT - SEPTEMBER 2021	\$ 22,223.29	fiber
291936	9/30/2021	0173	SKAGIT COUNTY SOLID WASTE FUND	SEPTEMBER TONNAGE HAULED	\$ 92,996.81	dshop
291790	9/30/2021	INV00680899	SMARSH, INC	TEXT ARCHIVING PLATFORM 9/1-9/30/21	\$ 348.65	finance
291841	9/30/2021	211243	T-SHIRTS BY DESIGN	SOCCER COUNTY LEAGUE JERSEYS	\$ 470.02	pkrec
291843	9/30/2021	211244	T-SHIRTS BY DESIGN	SOCCER CITY LEAGUE SHIRTS	\$ 7,130.75	pkrec
291865	9/30/2021	045-356809	TYLER TECHNOLOGIES, INC	TRAINING - UB - KNAPP	\$ 960.00	finance
292019	9/30/2021	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 09/01-09/30/21	\$ 40.00	finance
292168	9/30/2021	2877	WELCH BROTHERS CONSTRUCTION	FIDALGO AVENUE EMERGENCY REPAIRS	\$ 268,007.91	pw1
291840	9/30/2021	34507	WESTERN SYSTEMS REFUSE &	HOSE- #601	\$ 565.83	dshop
292152	10/1/2021	10/1/21	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - SEPTEMBER 2021	\$ 4,166.67	apd
291852	10/1/2021	190-1840-00	CITY OF ANACORTES	WWTP 9/1-9/30/21	\$ 7,232.37	dwwtpt
292135	10/1/2021	052-0010-00	CITY OF ANACORTES	OPS 9/1- 9/30/21	\$ 1,414.68	dshop
291929	10/1/2021	780785	HASA, INC	SODIUM HYPOCHLORITE	\$ 5,004.74	dwtpt
291991	10/1/2021	AFD 21	ISLAND HOSPITAL	SEPTEMBER AMBULANCE SUPPLIES	\$ 2,130.86	medic
291922	10/1/2021	237558	NAPA	LAMP VEH 601	\$ 7.94	dshop

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292009	10/1/2021	2232	OAB ENGINEERING, LLC	WIFI SERVICE 29-3 FOR OCTOBER	\$ 85.00	medic
291849	10/1/2021	129029	VENTEK INTERNATIONAL	MONTHLY HOSTING FEE 10/01-10/31/21	\$ 135.00	parks1
291789	10/1/2021	1394100-0043-8	WASTE MANAGEMENT	SEPTEMBER 2021 CONTRACTED SERVICES	\$ 119,564.78	finance
292132	10/1/2021	102958801-0009073	WAVE	DEDICATED INTERNET ACCESS 10/1-10/31/21	\$ 1,469.82	fiber
292134	10/1/2021	102853701-0009073	WAVE	DEDICATED INTERNET ACCESS	\$ 1,469.82	fiber
292010	10/1/2021	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACK-UP LINES - 10/1-10/31/21	\$ 154.32	medic
291921	10/2/2021	0996773	FERGUSON ENTERPRISES, INC	REGISTERS 5/8 X 3/4 SR2 1CF	\$ 7,719.36	wdist
291923	10/4/2021	98045841	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,560.47	dwtp
292122	10/4/2021	55161566	INGRAM LIBRARY SERVICES, LLC	BOOKS YOUNG ADULT	\$ 13.69	publib
291786	10/4/2021	1891702	MILES SAND & GRAVEL CO.	5/8" CRUSHED ROCK- STREET DEPT	\$ 806.22	dshop
291787	10/4/2021	1891703	MILES SAND & GRAVEL CO.	1 1/4" CRUSHED ROCK- COMMERCIAL & FIDALGO AVE	\$ 183.87	dshop
292133	10/4/2021	12P1504	MOTOR TRUCKS, INC	CHAMBER BRAKE #608	\$ 86.70	dshop
292127	10/4/2021	237826	NAPA	AIR FILTERS #608	\$ 113.37	dshop
291506	10/4/2021	October	SKAGIT LAW GROUP, PLLC	PROSECUTING ATTORNEY SERVICES OCT. 2021	\$ 6,430.00	legal
291846	10/4/2021	4412002	TWO RIVERS TERMINAL, LLC	CHEMICALS	\$ 11,019.97	dwwtp
291992	10/4/2021	747782	USA BLUE BOOK	STABLECAL AMPULE CAL KIT	\$ 251.72	dwtp
291993	10/5/2021	6807799	CARDINAL HEALTH 110, INC.	PHARMA: IPRATROPIUM, ADRENALIN,	\$ 387.93	medic
291995	10/5/2021	6807829	CARDINAL HEALTH 110, INC.	PHARMA: ACTIDOSE	\$ 70.60	medic
291996	10/5/2021	12671420	HACH COMPANY	TURB SERVICE	\$ 578.85	dwtp
292011	10/5/2021	1139596	LIFE ASSIST, INC	AIRWAY KITS, TRACHEAL CATHETERS,	\$ 418.22	medic
291848	10/5/2021	1892175	MILES SAND & GRAVEL CO.	5/8" CRUSHED ROCK- STREET DEPT	\$ 735.48	dshop
291937	10/5/2021	193354	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT10/9/21-11/8/21	\$ 78.16	pw1
292131	10/5/2021	331 0597881	UNIFIRST CORPORATION	UNIFORM LAUNDRY - FIBER	\$ 47.73	fiber
291791	10/6/2021	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; SEPTEMBER 2021	\$ 528.00	apd
291938	10/6/2021	9480	DIJULIO DISPLAYS, INC.	STREET CHRISTMAS DECORATIONS	\$ 17,672.30	plan
291792	10/6/2021	88012	MCCULLOUGH HILL LEARY, PS	A AVENUE MATTER NO. 200 (SEPT. COSTS)	\$ 418.00	legal
291928	10/6/2021	1892389	MILES SAND & GRAVEL CO.	5/8" CRUSHED ROCK	\$ 367.74	dshop
292128	10/6/2021	238081	NAPA	BATTERY #7912	\$ 580.88	dshop
292129	10/6/2021	238135	NAPA	NON CHLOR BRAKE CLNR SHOP	\$ 169.08	dshop
291857	10/6/2021	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 9/4-10/5/21	\$ 73.70	plan
291933	10/6/2021	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 510 Q AVE 09/04-10/05/21	\$ 79.18	dshop
292024	10/6/2021	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN AT SKYLINE 9/4-10/5/21	\$ 11.06	dwwtp
292112	10/6/2021	220013286491	PUGET SOUND ENERGY INC	APD 9/4-10/5/21	\$ 2,022.75	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
291785	10/6/2021	POB 410	UNITED STATES POSTAL SERVICE	PO BOX 410 1 YR RENEWAL 10/1/21-10/1/2022	\$ 388.00	finance
291997	10/7/2021	306516B	BAY CITY SUPPLY	FACILITY USE ITEMS	\$ 169.89	pwfac
292016	10/7/2021	AN 805265	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 51.55	medic
291866	10/7/2021	P598181	CORE & MAIN LP	6X6 EPOXY TAP SLV	\$ 1,257.57	wdist
292017	10/7/2021	WAANA137246	FASTENAL COMPANY	WORK GLOVES, BATTERIES, HEADLAMP	\$ 63.38	medic
292136	10/7/2021	51405	KRIEG CONSTRUCTION, INC	3/8" HOT MIX ASPHALT	\$ 8,328.55	dshop
292014	10/7/2021	1140288	LIFE ASSIST, INC	PELICAN CASE	\$ 356.07	medic
292110	10/7/2021	ReimbMeyer	MEYER, TYSON	TRAINING PER DIEM OVERNIGHT STAY; OFC MEYER - SRDTF	\$ 264.00	apd
292029	10/7/2021	207632	NORTHSTAR CHEMICAL INC.	CHEMICAL SUPPLIES	\$ 4,675.00	dwwtp
291864	10/7/2021	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 9/8-10/6/21	\$ 18.15	plan
291932	10/7/2021	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGES- 09/08-09/30/21	\$ 54.44	dshop
292025	10/7/2021	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN AT 500 T 9/8-10/6/21	\$ 11.04	dwwtp
292119	10/7/2021	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 9/8-10/6/21	\$ 2,448.18	publib
292031	10/7/2021	0275458-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 37.07	dwwtp
292032	10/7/2021	0629787-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 212.14	dwwtp
292033	10/7/2021	0629823-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 57.92	dwwtp
292034	10/7/2021	0275466-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 424.30	dwwtp
292001	10/7/2021	S6-6713674	SEATTLE AUTOMOTIVE DIST INC	ROTORS, DISC BRAKES & CALIPERS- #018	\$ 1,060.94	dshop
291862	10/7/2021	211007	SIMPLIFILE, LC	ANNUAL LICENSE FEE E-RECORDING SERVICE	\$ 150.00	legal
291924	10/7/2021	2110060921	SIMPLIFILE, LC	DOCUMENT RECORDING FEES	\$ 1,522.66	legal
292020	10/7/2021	6-52	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 165.00	court
292021	10/7/2021	6-54	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 137.50	court
292022	10/7/2021	6-53	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 41.25	court
292023	10/7/2021	6-55	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	\$ 151.25	court
292169	10/7/2021	Pay App 3	VALDEZ CONSTRUCTION, INC	CITY HALL PARKING LOT LID RETROFIT PROJECT	\$ 128,089.59	pw1
291859	10/7/2021	114344	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 178.00	finance
292027	10/8/2021	WAANA137266	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 24.62	dwwtp
292142	10/8/2021	9323755693	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC DROP CABLES	\$ 2,542.99	fiber
292035	10/8/2021	1200381118	HDR ENGINEERING, INC	SKAGIT RIVER RAW WATER PIPELINE & CLEARWATER CONST MGMT: 8/29-9/25/21	\$ 12,425.27	pw1
292002	10/8/2021	238372	NAPA	FUEL FILTER, FUEL PRESSURE SENSOR- #195	\$ 163.66	dshop
292130	10/8/2021	238347	NAPA	BATTERY VEH #204	\$ 335.00	dshop
291925	10/8/2021	2110070318	SIMPLIFILE, LC	DOCUMENT RECORDING FEES	\$ 1,311.28	legal
291942	10/11/2021	400-8920-00	ARRINGTON, CAROLYN & JACK	UB Refund Cst #046528	\$ 131.80	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
292007	10/11/2021	INV2366725	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 9/8-10/7/21	\$ 408.12	finance
292111	10/11/2021	10/11/2021	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
292107	10/11/2021	2801712	FOSTER GARVEY PC	WHOLESALE WATER CONTRACT MATTER #84	\$ 556.00	legal
292108	10/11/2021	2801713	FOSTER GARVEY PC	PORT PROPERTY ISSUE MATTER #500	\$ 1,668.00	legal
291943	10/11/2021	160-2440-04	GARNER, ANTHONY	UB Refund Cst #055394	\$ 24.35	finance
292141	10/11/2021	9082202012	GRAINGER	SMALL TOOLS	\$ 541.38	dwwtp
291941	10/11/2021	143-0090-01	GRANVILLE TRUST	UB Refund Cst #043351	\$ 96.06	finance
292126	10/11/2021	55275468	INGRAM LIBRARY SERVICES, LLC	JUVENILE MULTI/REPLACE	\$ 439.80	publib
292151	10/11/2021	Pay App 1	KAMPS PAINTING CO., INC	2021 PAVEMENT MARKING PROJECT	\$ 9,373.00	pw1
292106	10/11/2021	1089660304	RICOH USA, INC	S/N C86111493 COURT TONER FREIGHT	\$ 48.96	finance
292139	10/11/2021	13106	SKILLINGS CONNOLLY, INC	WWTP NPDES SEDIMENT SAMPLING - THROUGH 9/25/21	\$ 6,407.75	dwwtp
292150	10/11/2021	20212022	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 09/2021	\$ 3,317.02	finance
291501	10/11/2021	107819	VECA ELECTRIC & TECHNOLOGIES	EMERGENCY SERVICE CALL	\$ 2,113.33	dwwtp
292116	10/11/2021	114351	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 106.50	finance
292159	10/12/2021	20-192-TRN-0011	GRANITE CONSTRUCTION COMPANY	RETAINAGE RELEASE	\$ 20,335.69	pw1
292115	10/12/2021	ReimbNations	NATIONS, JACQUELINE	UNIFORM BOOT/SHOE ALLOWANCE; DET SGT NATIONS	\$ 217.60	apd
292118	10/12/2021	L144500	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 20-20	\$ 11,695.50	finance
292144	10/12/2021	Pay App 1	TRINITY CONTRACTORS, INC	GRAND VIEW CEMETERY EXPANSION - PHASE 2 CONSTRUCTION	\$ 118,453.61	parks1

Total **\$1,051,573.25**



City Council Agenda Bill

Meeting Date: October 18, 2021 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: 2022 Janitorial Services #22-004-FAC-001

Staff Contact(s): FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
TIFFANY MATSON	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$53,100.00, plus charges for as-needed cleanings scheduled by the Project Manager, to The Clean Team to perform the 2022 Janitorial Services. The work provided includes routine janitorial cleaning at 4 city facilities, deep cleaning of the Washington Park public restrooms, and as-needed cleanings at the Senior Activity Center and City Hall.

Background:

1. **History:** Services required at the Operations Facility, Library, Fire Station 1, Waste Water Treatment Plant, Senior Activity Center, and City Hall include, but are not limited to, basic vacuuming, dusting, trash removal, mopping, surface cleaning, and cleaning of restrooms and break rooms. Additionally, deep cleaning of the Washington Park bathrooms is needed 2 times per year. The recommended vendor will provide these cleaning services and cleaning products required for the work. The City will provide paper products and trash liners.
2. **Key Terms:**
 - The contract term is from 1/1/22-12/31/22.
 - Contract is for a fixed price of \$53,100.00, plus charges for as-needed cleanings scheduled by the Project Manager.
3. **Competitive Bidding:** This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected The Clean Team to perform the work.

Budget Impact:

Contractor	The Clean Team
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Contract Amount	\$53,100.00 plus charges for as-needed cleanings
Budget Amendment Required?	No
Start Date	1/1/2022
End Date	12/31/2022

FACILITY	BARS #
Operations Facility	501.790.548.31.41
Library	103.440.572.50.41
Fire Station 1	001.320.522.51.41
Wastewater Treatment Plant	440.750.535.83.41
Washington Park	107.410.576.30.41
Senior Center	001.713.575.50.41
City Hall	001.713.518.30.41

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #22-004-FAC-001 with The Clean Team in the amount of \$53,100.00 plus charges for as-needed cleanings, for the performance of the 2022 Janitorial Services.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 22-004-FAC-001



CONTRACT 22-004-FAC-001
Between
THE CITY OF ANACORTES
and
THE CLEAN TEAM

2022 JANITORIAL SERVICES

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and The Clean Team, hereinafter referred to as the "Contractor";

WHEREAS, the City requires the janitorial services of the Contractor;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work**. Under this Agreement, the Contractor shall provide janitorial services at City of Anacortes facilities, as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be performed on the schedule listed in Exhibit A and scheduled in advance with the Project Manager, Mr. Mac Jackson who may be contacted at (360) 299-1961 or jacksonm@cityofanacortes.org.

2. **COVID-19 Safety Requirements Compliance**. The Contractor, and its sub-Contractors of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price**. Pricing shall be fixed as specified in Exhibit A, for an annual firm fixed price of amount of **Fifty-Three Thousand One Hundred Dollars (\$53,100.00)**, plus charges for as-needed cleanings scheduled by the Project Manager. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of Intent to Pay Prevailing Wage approved by the Department of Labor and Industries.

4. **Period of Performance**. The period of performance is from January 1, 2022 through December 31, 2022. The specific janitorial schedules for each facility are listed in Exhibit A.

5. WASHINGTON STATE PREVAILING WAGES

- a) Before any payment can be made by the City, Contractor must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new contract year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the contract year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.

- f) For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

6. **Contractor Work Hours.** Janitorial service will occur after business hours and shall not interfere with regular daily operations at the facilities. Contractor will perform weekly services according to the schedules listed per location in Exhibit A. Contractor is not obligated to perform services on a City of Anacortes recognized holiday. If Contractor is scheduled to provide weekly service that falls on a holiday recognized by the City, Contractor must prearrange service with the Project Manager to either work the day before or the day after the holiday in question.

7. **Subcontracts.** The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) of the allowability of any cost under this contract,; or
- (3) to relieve the Contractor of any responsibility for performing this Contract.

The Contractor shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Agreement Number and Price, or Amended Price. The Contractor must invoice MONTHLY for quantities delivered during the invoice period and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

9. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

10. **Withholding Payment.** In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under

the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

11. **Final Payment: Waiver of Claim** The contractor's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

12. **Non-exclusive Agreement**. Nothing in this Agreement shall preclude the City from performing or obtaining the services covered by this Agreement through sources other than the Contractor.

13. **Ownership and Use of Documents**. All finished and unfinished documents and material prepared by the Contractor with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Contractor. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

14. **Warranties**. Contractor warrants that articles supplied under this Agreement to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose. The Contractor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage, or failure for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation, or any other costs except where longer periods of warranty of guarantees are specified.

15. **Worksite Safety**

- a) Contractor agrees to comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.
- b) Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.
- c) **Employer Chemical Hazard Communication Rule**: [WAC 296-800-170](#) requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
 - i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- d) Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
 - i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- e) In any emergency affecting the safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened injury, damage, or loss.

16. **Work Standards**. The following standards will be used by the Project Manager in evaluating completed janitorial service:

- a) **Damp Mopping**: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or

standing water.

- b) **Dusting:** Properly dusted surfaces are free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
- c) **Glass Cleaning:** Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Wipe any overspray from adjacent surfaces.
- d) **Metal Cleaning:** Metal surfaces are clean when no deposits, tarnish, film, or streaks remain and there is a uniformly bright appearance. Remove any cleaner overlap/overspray from adjacent non-metal surfaces to prevent discoloring or damage.
- e) **Spot Cleaning – General:** An adequately spot-cleaned surface is free of all deposits, stains, and is substantially free of cleaning marks.
- f) **Spot Cleaning – Carpets:** A carpet “spot” is any stain, deposit, gum or spill or spill within a maximum one foot square area that can be removed or rubbed out with a cleaning solution not requiring machinery extraction. Spot cleaning should diminish or completely remove the spot until regular carpet cleaning is scheduled or required. Care will be taken to use a product that will not harm the carpet fibers.
- g) **Sweeping and Vacuuming:** Properly swept and vacuumed floors are free of all topical dirt, grit, lint and debris, except embedded dirt and grit.
- h) **Surface Cleaning:** Properly cleaned surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film and deposits.

17. **Inspection.**

A. Of the Work: All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

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

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 City, 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.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. **Insurance.**

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

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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 Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a **per project** general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance: The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract 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 Contractor from the City.

21. **Registered or Licensed Contractor.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

22. **Discrimination Prohibited.** During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

23. **Contractor is an Independent Contractor.** The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

24. **The City's Right to Terminate Agreement.**

A. **Termination for Default** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

25. **Changes/Additional Work.** The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

26. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

27. **Covenant Against Contingent Fees.** The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Disputes

A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising of this Agreement or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

29. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City

30. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

31. **Compliance with Laws.** The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as

described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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.

33. **Survival of Contract Termination.** The provisions of the following paragraphs, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; The City's Right to Terminate; Governing Law; Defense & Indemnity Agreement; Disputes.

34. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO BOX 547
Anacortes, WA 98221

CONTRACTOR:

The Clean Team
Beth Grassi
6310 Goodhew Road
Sedro-Woolley, WA 98284

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

CITY OF ANACORTES

THE CLEAN TEAM

By _____
Laurie Gere, Mayor

By _____

Date _____

Date _____

CONTRACT 22-004-FAC-001
2022 JANITORIAL SERVICES
EXHIBIT A

SCOPE OF WORK PER FACILITY AND SERVICE TYPE

- Cleaning products provided by The Clean Team
- Paper products and trash liners provided by the City

Overall Summary:

Routine Janitorial Cleaning

Location	Street Address	City	Frequency	Cost of Complete Service Per Month	Cost Per Calendar Year
1. Operations Facility	2201 37 th Street	Anacortes	2x per wk	\$960.00	\$11,520.00
2. Library	1220 10 th Street	Anacortes	General =3x per wk Restrooms = 7x per wk	\$2,290.00	\$27,480.00
3. Fire Station I	1016 13 th Street	Anacortes	1x per wk	\$500.00	\$6,000.00
4. Wastewater Treatment Plant	500 T. Ave	Anacortes	1 x wk	\$550.00	\$6,600.00
Total					\$51,600.00

Washington Park Public Restrooms

Location	Street Address	City	Frequency	Cost of Complete Service Per Ea	Cost Per Calendar Year
5a. Washington Park – Lower Bathrooms	6300 Sunset Ave	Anacortes	2x per year	\$475.00	\$950.00
5b. Washington Park – Upper Bathrooms	6300 Sunset Ave	Anacortes	2x per year	\$300.00	\$600.00
Total					\$1,500.00

As-Needed

Location	Street Address	City	Frequency	Cost of Complete Service Per Ea
6. Senior Activity Center	1701 22 nd St	Anacortes	As needed	\$60.00
7. City Hall	904 6 th St	Anacortes	As needed	\$60.00

Work Details:

Location 1: Operations Facility, 2201A 37th St, Anacortes, WA 98221

Cost: \$960.00 per month

2 x Weekly Janitorial Service (quarterly deep clean) for the following:

Entrance:

- Clean reception area including hard top surface, disinfect computer keyboards and phones
- Clean entrance door windows
- HEPA vacuum and mop all flooring

Bathrooms/Locker Rooms:

- Sanitize bathrooms fixtures
- Toilets, urinals, and sinks cleaned and sanitized
- Clean and disinfect counter tops, mirrors, toilet handles, doorknobs, and light switches
- Refill paper products and soap dispensers, as needed
- HEPA vacuum and mop floors
- Empty garbage and recyclable bins

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors, mop as needed
- Empty garbage and recyclable bins

Conference Room:

- High/low dusting, sanitize keyboard, 10 key, etc.
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring
- Empty garbage and recyclable bins

Break Room:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust and surface clean
- Surface clean and disinfect table tops and other surfaces
- HEPA vacuum and mop all flooring
- Empty garbage and recyclable bins

Work room(s):

- High/low dusting, sanitize keyboard, 10 key, etc.
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors, mop as needed
- Empty garbage and recyclable bins

Location 2: Anacortes Public Library, 1220 10th St, Anacortes, WA 98221

Cost: \$2,290.00 per month

3 x Weekly Janitorial Service for the following:

Main Lobby:

- Clean entrance glass door internal and external doors
- HEPA vacuum
- Empty trash and replace liners
- Sanitize door handles
- Dust window and wooden ledges that are waist level

Community Meeting Room:

- Clean entrance door windows
- High low dusting
- Clean and disinfect countertop and sink area
- HEPA spot vacuum as needed
- Empty garbage and recycling bins
- Sanitize door handles and light switches

Main Hall:

- Clean circulation desk area clean hard top surfaces
- HEPA vacuum all carpet
- Empty garbage and recycling bins
- Surface clean all public desks and tables and window ledges
- Sanitize door handles and light switches

Small Study Rooms:

- High low dusting including window ledges
- Surface clean table tops and desks
- HEPA vacuum carpet
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Children's area:

- High low dusting including window ledges
- Surface clean table tops
- HEPA vacuum carpet
- Vacuum linoleum floor – mop as needed
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Office and Cubicles:

- High low dusting
- Surface clean open areas on desktops, shelves, and ledges
- HEPA vacuum carpet
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Second Floor Fiction and Fireside Reading Area:

- High low dusting
- Surface clean on desktops, table tops, window ledges and short bookshelf tops
- HEPA vacuum carpet as needed
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

Kitchenette:

- Wipe down kitchenette area including sink, microwave, and exterior of cabinets
- High low dusting
- Surface clean table tops
- HEPA vacuum and mop flooring
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

7 x weekly Public Restroom schedule:

- Sanitize bathrooms fixtures
- Clean and sanitize all toilets and sinks

- Disinfect toilet handles, doorknobs, and light switches
 - Refill paper products and sop as needed
 - Mop floors
 - Empty garbage and recyclable bins
-

Location 3: Fire Station 1, 1016 13th St, Anacortes, WA 98221

Cost: \$500.00 per month

1 x Weekly Janitorial Service for the following:

Entrance:

- Clean reception area. Dust hard top surface, disinfect computer keyboards, and phones
- Clean entrance door windows
- HEPA vacuum entrance and reception areas, mop hard flooring

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized.
- Clean and disinfect counter tops, mirrors, toilet handles, doorknobs, and light switches
- Refill paper products and soap dispensers, as needed
- HEPA vacuum and mop floors

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring, mop as needed

Conference Rooms:

- High/low dusting, sanitize keyboard, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring, mop as needed

Kitchenette/Break Room:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust
- Surface clean and disinfect table tops
- HEPA vacuum and mop flooring
- Clean and sanitize door handles and light switches

Work Room:

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables
- HEPA vacuum and wet mop as needed

Additional common areas:

- Wipe hand rails as needed
 - HEPA vacuum wet mop stairs as needed
 - Clean entry glass as needed
 - Wet mop hallways floors
-

Location 4: Anacortes Wastewater Treatment Plant, 500 T Ave, Anacortes, WA 98221

Cost: \$550.00 per month

1x Weekly Janitorial Service for the following:

Entrance:

- Clean reception area dust hard top surfaces disinfect computer keyboards and phones
- Clean both sets entrance door windows
- Clean side door windows
- HEPA vacuum entrance rugs mopping hard flooring to include hallways

Bathrooms: in both buildings

- Sanitize bathroom fixtures
- Toilets urinals showers and sinks cleaned and sanitized
- Clean and disinfect counter tops, mirrors, toilet handles, doorknobs and light switches
- Refill paper products and soap dispensers as needed
- HEPA vacuum and mop floors
- Empty garbage and recyclable bins

Offices:

- High/low dusting
- Sanitize keyboards, phones and 10 key
- Surface clean open area on desktops, shelves, and ledges
- HEPA vacuum all flooring mop as needed
- Empty garbage and recyclable bins

Lab:

- Surface clean desktops, shelves, and ledges
- HEPA vacuum all flooring mop
- Empty garbage and recyclable bins

Kitchenette / Break Room:

- Wipe down kitchenette area including sink, microwave, and exterior of cabinets
- High low dusting
- Surface clean table tops
- HEPA vacuum and mop flooring
- Clean and sanitize door handles and light switches
- Empty garbage and recyclable bins

Location 5: Washington Park, 6300 Sunset Ave, Anacortes, WA 98221

Public Restroom Deep Cleaning

5a. Lower Restrooms – twice a year for \$475.00 per cleaning

5b. Upper Restrooms – twice a year for \$300.00 per cleaning

- Clean and disinfect all plumbing fixtures
 - Wipe down all dispensers
 - Wipe down walls and ceilings
 - Sweep and wet mop floors
-

Location 6: Anacortes Senior Activity Center, 1701 22nd St, Anacortes, WA 98221

Cost: \$60.00 per cleaning

As Needed and Scheduled by the Project Manager:

Lobby Entrance:

- Clean entrance area
- Dust hard counter top surface
- Clean entrance door windows
- Wipe down all LCD computer monitors with microfiber to remove dust
- HEPA vacuum entrance and reception areas

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized
- Clean and disinfect counter tops and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Clean showers as needed
- Refill paper products, as needed
- HEPA vacuum and mop floors

Great Rooms:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors.

Kitchen:

- Empty garbage and recycle
- HEPA vacuum and mop hard floors

Work Room(s) / Offices:

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables
- HEPA vacuum and wet mop as needed

Additional Common Areas:

- Wipe hand rails as needed
- HEPA vacuum
- Clean entry glass as needed
- Neutral pH wet mop hallway floors

Location 7: City Hall, 904 6th St, Anacortes, WA 98221

Cost: \$60.00 per cleaning

As Needed and Scheduled by the Project Manager:

Lobby Entrance:

- Clean entrance area
- Dust hard counter top surface
- Clean entrance door windows
- Wipe down all LCD computer monitors with microfiber to remove dust.
- HEPA vacuum entrance and reception areas

Bathrooms:

- Sanitize bathrooms fixtures

- Toilets, and sinks cleaned and sanitized
- Clean and disinfect counter tops and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Refill paper products, as needed.
- HEPA vacuum and mop floors

Conference Rooms:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors.

Kitchens:

- Empty garbage and recycle
- HEPA vacuum and mop hard floors

Work Room(s) / Offices:

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables.
- HEPA vacuum and wet mop as needed

Additional Common Areas:

- Wipe hand rails as needed
- HEPA vacuum
- Clean entry glass as needed
- Neutral pH wet mop hallway floors



City Council Agenda Bill

Meeting Date: October 18, 2021 **Agenda Item:** 5.d.

Agenda Item Title: Assignment, Assumption, and Approval Agreement with Shell Oil and HollyFrontier

Staff Contact(s): DARCY SWETNAM, FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Contract Modification

Item Summary: This assignment, assumption and approval agreement will allow Shell Oil Products to transfer its rights and responsibilities under the [2017 Water Supply Agreement](#) with the City of Anacortes to Holly Frontier Puget Sound Refining LLC, to whom Shell is selling its March's Point refinery.

Budget Impact:
None

Previous Action: None

Recommended Motion: I move to authorize the mayor to sign the Assignment, Assumption and Approval Agreement between Shell Oil Products and HollyFrontier Puget Sound Refining LLC.

Alternative Actions: N/A

Attachments (listed in order presented):

1. Shell HF Assignment Agreement
2. Exhibit A: 2017 Shell Water Supply Agreement

ASSIGNMENT, ASSUMPTION AND APPROVAL AGREEMENT

1. **AAA AGREEMENT.** This ASSIGNMENT, ASSUMPTION AND APPROVAL AGREEMENT (“AAA Agreement”) is entered as of the last date written below by and among Shell Oil Products (“Shell” or “Assignor”), HollyFrontier Puget Sound Refining LLC (“HFC” or “Assignee”) and the City of Anacortes (“City”). Assignor, Assignee and City agree as follows.

2. RECITALS.

2.1 Assignor and City are parties to a Water Supply Agreement (2017 – 2036). The Water Supply Agreement, together with subsequent amendments, is referred to herein as the “Contract.” A copy of the Contract is attached hereto as Exhibit A.

2.2 Assignor seeks to assign all its rights and obligations under the Contract to Assignee, and Assignee seeks to assume those Contract rights and obligations.

2.3 City is willing to approve the Contract assignment under the conditions stated below.

2.4 This AAA Agreement only shall be effective upon the closing of the Assignor and Assignee agreement regarding the Assignor’s current refinery at 8505 S. Texas Road, Anacortes, Skagit County, Washington (the “Refinery”) (the “Effective Date”).

3. **ASSIGNMENT.** Assignor hereby assigns all of its rights and obligations under the Contract to Assignee.

4. **ASSUMPTION.** Assignee hereby assumes all of Assignor’s rights and obligations under the Contract.

5. **APPROVAL.** City approves the foregoing assignment and assumption of Contract on the following conditions:

5.1 Assignor is not released from any obligations or liability to City under the Contract that accrued prior to the effective date of this AAA Agreement.

5.2 This approval shall not operate as an approval of any future assignment of the Contract.

6. **CONTRACTS CONTINUE.** The Contract remains in full force and effect, except as otherwise stated in this AAA Agreement.

7. **BENEFITS AND OBLIGATIONS.** Assignor is entitled to any benefits and responsible for any obligations arising under the Contract prior to the Effective Date. Assignee is entitled to any benefits and responsible for any obligations arising under the Contract after the Effective Date.

8. **AUTHORITY.** Each party represents and warrants that it has full power and actual authority to enter into this AAA Agreement. All persons executing this AAA Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective municipal corporation and corporations.

9. **ENTIRE AGREEMENT.** This AAA Agreement states all of the terms of the parties' agreement respecting its subject matter and supersedes all prior and contemporaneous written and unwritten representations, negotiations, commitments and agreements respecting its subject matter.

10. **EXECUTION; EFFECTIVE DATE.** This AAA Agreement may be executed in three or more duplicate counterparts, in which case each executed counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. Signed versions of this AAA Agreement transmitted by facsimile copy or by electronic mail shall be the equivalent of original signatures on original versions. The Effective Date of this AAA Agreement shall be the date on which the Assignee acquires Assignor's interests in the Refinery pursuant to agreement(s) between Assignor and Assignee.

ASSIGNOR Shell Oil Products By: _____ Printed Name: Mike O'Neill Position: SC Manager Puget Sound Date Signed: _____, ____	CITY City of Anacortes By: _____ Printed Name: _____ Position: _____ Date Signed: _____, ____
---	--

ASSIGNEE

HollyFrontier Puget Sound Refining LLC

By: _____

Printed Name: _____

Position: _____

Date Signed: _____, _____

CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

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AB

CITY OF ANACORTES, WASHINGTON

WATER SUPPLY AGREEMENT

2017 - 2036

1. AGREEMENT

This Water Supply Agreement (“Agreement”) is entered between the City of Anacortes, (“City”) and Shell Oil Products (“Customer”). The City and Customer are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows.

2. RECITALS

2.1 Water Supply. The City owns and operates a Utility System, including a Water Supply System. The City has water available to serve the Customer and other wholesale customers. The City has in the past supplied and will continue to supply water according to the terms and conditions of this Agreement.

2.2 Capacity. The City operates its Water Supply System for the purpose of delivering an adequate supply of water to all of its customers. The City operates its Utility System to meet the volumes contracted for by its customers and to provide for future use or expansion of the Utility System.

2.3 Multiple Customers. This is one of a series of similar, non-exclusive water supply agreements. Through its Water Supply System, the City supplies water to the City’s retail water system; and by contract to regional customers that include the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company. The intent of this Agreement is that the costs of the Water Supply System be shared by the regional customers in a reasonable and consistent manner, in light of the varying demands of the regional customers. The Customer enters this Agreement to continue the City supply of water for its industrial and/or municipal water supply requirements. This Agreement replaces and supersedes any previous Agreements or understandings between the parties.

3. DEFINITIONS

3.1 “Capital Costs” are costs incurred or planned for the betterment and rehabilitation of the Water Supply System, including amounts paid from current water system revenues, fund balances, and debt service costs.

3.2 “Debt Service Costs” are the cost of issuance, and principal and interest on outstanding bonds, loans or other Utility System debt

3.3 “Municipal customers” mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1 and Swinomish Utility Authority.

3.4 “Operating Costs” are the cost of labor, supervision, supplies, utilities, services, taxes (including but not limited to State and City utility taxes), insurance, and all other direct or indirect expenses required to operate and maintain the Water Supply System.

3.5 “Refinery customers” mean Shell Oil Products and Tesoro Refining and Marketing Company.

3.6 “Regional customers” mean the Town of La Conner, City of Oak Harbor, Skagit Public Utilities District No. 1, Swinomish Utility Authority, Shell Oil Products US, and Tesoro Refining and Marketing Company.

3.7 “Retail water system” means the City’s retail water service area.

3.8 “Uncontrollable Circumstances” includes, but is not limited to, acts of God, sabotage, war, fires, flood, earthquakes, power failure or other catastrophes, strikes, or failure or breakdown of the Water Supply System.

3.9 “Utility System” under this Agreement means the City’s retail water system and the Water Supply System.

3.10 “Water Supply System” means the City water system improvements, for purposes of this Agreement, to include:

3.10.1 The water intake and treatment facilities near Avon on the Skagit River and the water transmission pipelines from the water intake and treatment facilities to Sharpe’s Corner (collectively the “Regional Facilities”);

3.10.2 The 20-inch water supply pipeline from South March Point Road to the refineries (“Refinery Segment”); and

3.10.3 The 10-inch water supply pipeline along SR20 from Sharpe’s Corner to the Oak Harbor metering point just north of the Deception Pass Bridge (“Oak Harbor Segment”).

4. WATER SUPPLY, USE AND QUANTITY

4.1 The City shall supply quantities and pressures of water at location(s) and in amounts as stated in this Agreement Exhibit A, and any subsequent amendments to this Agreement. With the exception of the Skagit Public Utilities District #1 service area east of the Swinomish Channel, Customer agrees that except for Uncontrollable Circumstances, the City shall be its sole supplier of water for municipal or industrial purposes. Customer shall only use delivered water for its own purposes. Refinery customers shall not use water for resale. A municipal customer shall not use water for service or resale outside of the municipal customer’s service area as provided in Exhibit A.

4.2 The City shall use reasonable diligence to provide a regular and uninterrupted supply to the Customer's approved delivery point(s), but shall not be liable to the Customer for damages, breach of this Agreement, or otherwise for interruption of water service or curtailment of water supply for any Uncontrollable Circumstances. The Customer holds the City harmless from any claim for damages related to continuity of service by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

5. WATER DELIVERY POINTS

5.1 Approved Delivery Points. The City shall deliver water to the Customer at the approved delivery points listed in Exhibit A.

5.2 New Delivery Points. The Customer may request service at additional delivery points subject to the approval of the City. Recognizing that the Water Supply System is not a distribution system but the Customer has complete responsibility for constructing, operating and maintaining, and repair and replacement, of Customer's distribution system adequate for its service area. The Customer shall be responsible for paying all costs associated with installing new service connections. The connection shall include the necessary piping and valves, metering equipment of standard manufacture, and suitable isolating or backflow prevention devices as appropriate. If required by the City, the meter shall be of a type capable of transmitting continuous readings to the City's Water Treatment Plant. For any proposed service connection, the Customer shall prepare and submit the design for City approval prior to installation. The City shall own the meter and be responsible for maintaining it in good repair.

6. QUALITY OF WATER

6.1 Standards. The City shall operate and maintain its Water Supply System in order to supply water for municipal and industrial purposes that meets the water quality standards of the Washington State Department of Health and the U.S. Environmental Protection Agency, including periodic revisions to these standards. The City shall employ the normal care and practices of water utilities with respect to meeting water quality standards.

6.2 Limits on Liability. The City shall not be liable to the Customer for failure to meet the water quality standards for reasons that are outside the control of the City. The Customer indemnifies and holds harmless the City from any water quality-related claim for damages by third parties served by the Customer, to the extent that the claim arises out of Customer's negligence.

7. **RATES AND CHARGES.** Customer shall pay its share of costs as determined by the City using the methodology identified in this Agreement. Exercising its sole discretion as manager of the Utility System, the City shall allocate overall water utility costs between its retail water system and the Water Supply System, using standard cost recovery principles, available accounting data, and reasonable approximations when necessary. The Water Supply System costs shall distinguish between Operating Costs and Capital Costs. Capital Costs shall be further allocated between Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.1 Charges for Operating Costs.

7.1.1 Allocation Basis. To calculate annual operating charges, Operating Costs for the Water Supply System shall be allocated to each regional customer based on each customer's percentage share of the total regional water usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 operating charges the allocation would be based on 2017-2019 water usage.

A. Future Transfers of Service Area. If there are future transfers of service area between one regional customer and another, the historical data shall be adjusted accordingly, using the best estimates available of actual water usage in the transferred area.

B. Retail Water System Allocation. Under this Agreement, the water usage of the City's retail water system shall be calculated by taking the total annual metered usage of all meters, and then subtracting the metered usage of the regional customers and other non-retail water system customers.

C. No State utility tax will be included in Operating Costs assessed to wholesale Customers purchasing water for resale.

7.1.2 Preliminary Operating Costs. For any year, preliminary Operating Costs shall be calculated before January 30th of that year, based on the City's adopted budget. One-twelfth of the preliminary operating charge to each regional customer shall be payable each month. Billing is in arrears; it applies to service provided the previous month.

7.1.3 Reconciliation to Actual Operating Costs. After year-end, a reconciling charge or credit shall be calculated that accounts for the difference between the budgeted and actual Operating Costs of the Water Supply System during the given year. The reconciling charge or credit shall be allocated to regional customers based on the same relative percentages as the corresponding preliminary operating charge.

7.2 Charges for Capital Costs.

7.2.1 Planning Period. The planning period for Capital Costs is the period over which the City plans capital improvement projects for the Water Supply System, the cost of which is to be recovered from regional customers. The planning period may range from three to five years, as determined by the City.

7.2.2 Planned Capital Charges. Capital charges under this Agreement are fixed annual charges to regional customers, to recover the projected Capital Costs incurred during a planning period. The City shall segregate planned capital charges for Regional Facilities, the Refinery Segment, and the Oak Harbor Segment.

7.2.3 Allocation Basis – General. Capital Costs shall be allocated to each regional customer based on each customer's percentage share of the total regional water

usage for the three (3) years previous to the year to which the charges apply. For example, for 2020 capital charges the allocation would be based on 2017-2019 water usage.

7.2.4 Allocation Basis – Regional Facilities. Capital Costs for Regional Facilities are based on each regional customer's percentage share of the total regional water usage as determined under Agreement Section 7.2.3.

7.2.5 Allocation Basis – Refinery Segment. Capital Costs for the Refinery Segment are allocated between the City retail water system and the refinery customers according to their respective percentages under Agreement Section 7.2.3.

7.2.6 Allocation Basis – Oak Harbor Segment. Capital Costs for the Oak Harbor Segment shall be divided between Oak Harbor and the City retail water system according to their respective percentages under Agreement Section 7.2.3.

7.2.7 Regional Capital Account Balance. For charges for Capital Costs, there is no reconciliation after a billing cycle. The City shall account for and maintain a "regional capital account balance" for money paid by regional customers for Capital Costs.

7.2.8 Supplemental Capital Charge. If unforeseen Capital Costs arise so that there will be no regional capital account balance within a given planning period, the City may either delay projects until the next planning period or charge for supplemental Capital Costs to be paid by regional customers for the remainder of the current planning period. If the cause of unexpected Capital Costs is the Refinery Segment or the Oak Harbor Segment, then the supplemental Capital Costs shall be allocated proportionately to the regional customers with an interest in the specific facilities. Otherwise, the supplemental Capital Costs shall be applied in the same percentage allocations used for the Capital Costs for the applicable planning period.

7.2.9 Debt Service Charges to Refinery Customers. Recognizing the variability of demand from the refinery customers and that regional customers may terminate the agreement with only three-year' notice, the City may maintain alternative schedule(s) for recovery of Debt Service Costs as a component of Capital Costs charged to the refinery customers.

7.3 Planning and Advisory Estimates. To assist Customer in its financial planning, the City shall provide information to Customer, at least as follows. Following the City administrative officer's submission of a preliminary annual budget to the City Council under RCW 35A.33.055, a copy of that preliminary budget, or excerpts related to the Utility System from that budget, shall be sent by City to Customer. In the event the City determines to operate under a biennial budget under Chapter 35A.34 RCW, the city shall provide to Customer such review and modification materials required under RCW 35A.34.130. By November 15th of each year, the City shall provide to Customer a further, non-binding, advisory estimate of charges for Operating Costs and Capital Costs for the next year. The City shall provide to Customer advance notice of draft comprehensive plans, facility plans capital improvement plans or other planning documents relating to the Utility System, as soon as practicable following the publication or general availability of such plan drafts.

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8. BILLING AND PAYMENT.

8.1 Monthly Billing. The City shall bill Customer monthly for one twelfth (1/12) of the annual charges calculated under Agreement Section 7. The bill shall identify the Capital Cost and Operating Cost, the volume of metered water delivered to the Customer during the month. Payment by the Customer is due within sixty (60) days of the receipt of the bill.

8.2 Late Payment. If a bill remains unpaid after seventy-five (75) days, the City will assess interest on the delinquent amount at the rate of twelve percent (12%) per annum. If a bill still is not paid after ninety (90) days, the City may use other remedies legally available to it, including shutting off service to enforce payment. Nothing in this Agreement Section 8 relieves Customer of obligations for payment of Capital Costs and Operating Costs for the three (3) year period following notice of Agreement termination.

9. METERING.

9.1 Meters and Testing. The volume of water delivered to the Customer shall be measured at the metering equipment at the delivery points identified under Agreement Section 5. Meters shall be maintained and read monthly by the City. Meters shall be tested by the City periodically, but not less than once per year, to assure continuing accuracy and conformance to the standards of measurement and service accepted in the water industry. The Customer has the right to advance notice and to be present at any of the regularly scheduled tests. The cost of conducting such tests shall be borne by the City. Tests may also be conducted at other times at the request of the Customer and the Customer may elect to have a representative witness the meter test. If the meter is accurate, the Customer shall pay for the cost of the test; but if the test reveals an inaccuracy of more than 2 percent, the City shall pay for the test. If an inaccuracy of more than 2 percent is discovered, all billings for water furnished hereunder for one-half the time from the date of the preceding test shall be adjusted. The adjustment shall be for the full amount in excess of 2 percent.

9.2 Temporary Lapses in Water Meter Data. If metered water use is incomplete or inaccurate for any period of time, the City may bill the Customer for such period based on estimated water use. The City may estimate use on any reasonable basis. The City shall provide the Customer documentation of the method used to estimate Customer water use for such period.

9.3 Documentation of Monthly Metering Results. Even though monthly metered water use does not affect the customer bill during the current year, the City shall read the meters on a monthly basis and notify the Customer of its water use during the prior month

10. FUTURE WATER SERVICE AND SUPPLY REQUIREMENTS

10.1 Service Area. This Agreement between the City and the Customer is to supply water to the Customer's existing industrial operations and/or water service area. In this regard, the Customer agrees not to increase its industrial operations or to expand its service area in a manner that would increase its water requirements by more than ten (10) percent without the prior approval of the City.

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10.2 Future Improvements. The City plans and develops water supply facilities that may become necessary in the future to replace existing facilities or to expand the capacity of its Water Supply System to meet growing demands. The City may require appropriate commitments from regional customers prior to proceeding with system improvements.

10.3 Other Service. Nothing in this Agreement limits the City's authority to expand its service area or serve other retail or wholesale customers, in addition to service provided to the regional customers.

11. TERM AND TERMINATION.

11.1 Term. Subject to Agreement Section 11.2, this Agreement shall take effect on January 1, 2017, and remain in full force and effect until December 31, 2036. Either party can request, no more frequently than annually, amendment or renegotiation of this Agreement.

11.2 Termination. Either Party has the right to terminate this Agreement by giving not less than three (3) years' written notice to the other Party.

12. GENERAL

12.1 Conflicts. To the extent that there is any inconsistency between the provisions of this Agreement, any exhibit incorporated as part of this Agreement, the provisions of this Agreement shall control.

12.2 Records Inspection. The City shall maintain and make available for inspection at reasonable times all records pertaining to the Utility System. These records shall be maintained for a minimum of three (3)-years.

12.3 Notices. All notices and billing required hereunder shall be sent to the following addresses:

CITY OF ANACORTES

Mailing: PO Box 547
Anacortes, WA 98221
Physical: 904 6th Street
Anacortes, WA 98221

CUSTOMER

PO Box 622
Anacortes, WA 98221
8505 S Texas Road
Anacortes, WA 98221

The person and address to which the notices are to be given may be changed at any time by either Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

12.4 Applicable Law. This Agreement and all disputes arising thereunder shall be governed by Washington State Law.

12.5 Assignment; Survival. Except as otherwise provided herein, neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, which consent may be withheld in the sole discretion of such Party. This

Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

12.6 Dispute Resolution. The Parties shall seek to resolve amicably any disputes arising under this Agreement. If a dispute cannot be resolved by the Parties, any Party may invoke a formal conflict resolution process under this Section 12.6.

12.6.1 The first step in the process shall be a meeting including the City's Mayor and Public Works Director and the Customer's representative(s).

12.6.2 If the Parties cannot resolve the dispute at the first step within thirty (30) days, the second step in the process shall be mediation before a single mediator selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, either Party may apply to the presiding judge of the Skagit County Superior Court for appointment of a mediator.

12.6.3 If the Parties cannot resolve the dispute at the second step within ninety (90) days of the appointment of the mediator, any Party may commence an action under this Agreement.

Any dispute that cannot be resolved by the Parties shall be resolved in the Skagit County Superior Court with each Party preserving its right to trial by jury.

12.7 Non-Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of the breach. Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargains of the Parties, the waiver must be supported by consideration and take the form of an Agreement modification.

12.8 No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

12.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Further, the Parties shall negotiate in good faith regarding amendments to this Agreement that would, to the maximum extent possible, effectuate the intent of any provision determined to be invalid or unenforceable.

12.10 Construction. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms

of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

12.11 Captions. The captions and paragraphs headings contained in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

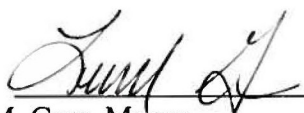
12.12 Prior Agreement Superseded; Complete Agreement. This Agreement supersedes that Water Supply Agreement between the Parties (effective January 1, 2006 for the term 2006 – 2026, the "Prior Agreement"). The Prior Agreement has no further force or effect commencing January 1, 2017. This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

12.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute one and the same Agreement. Executed counterparts transmitted by facsimile or electronic means shall be binding on the Parties.

12.14 Certain Representations And Warranties Of The Parties. Each Party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly approved by all required government or corporate action, and that the person or persons signing on behalf of such Party have full authority to do so.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the day and year below written.

CITY OF ANACORTES

By: 
Laurie M. Gere, Mayor

DATE: 1/6/17

ATTEST:


Steven D. Hoglund, City Clerk Treasurer

DS
1B

CUSTOMER

By:

DocuSigned by:

Adrian Breghard

AFF1FA71678C436

Adrian Breghard

DATE: 23 December 2016 | 01:38 GMT

ATTEST:

EXHIBIT A

Water Supply Agreement between the City of Anacortes and Shell Oil Products US.

Approved Metered Service Connections:

No.	Size	Brand	Type	Location	Reading System
1	16"	Venturi		North Texas Road	Automated
2	6"	Sensus		North Texas Road	Manual
3	6"	Sensus	Turbine	North Texas Road	Manual
4	2"	Sensus	Turbine	North Texas Road	Manual
5	8"	Sensus		North Texas Road	Manual
6	3"	Sensus		North Texas Road	Automated

1. Contractual Water Volume:

Annual: 2,860 Million Gallons

2. Water Pressure: 90 psi



City Council Agenda Bill

Meeting Date: October 18, 2021 **Agenda Item:** 5.e.

Agenda Item Title: Agreement on Sales and Use Tax Revenue between the City and the Anacortes Housing Authority

Staff Contact(s): DARCY SWETNAM, STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Contract Award

Item Summary: In February 2020, Anacortes voters approved an 1/10th of 1% sales tax increase, with the proceeds to be dedicated to provide affordable and supportive housing in Anacortes. The City Council adopted [Ordinance 3071](#), which authorized the full sales tax credit at the rate of 0.0146. The City determined that the annual revenue (estimated at \$654,000), will be split equally between the Anacortes Family Center and the Anacortes Housing Authority, both of which have identified projects to provide affordable and supportive housing in Anacortes. The City entered into a [Financing Agreement with the Anacortes Family Center](#) in February of 2021, that mirrored this proposed agreement.

Budget Impact:
0.5 of QLT revenues for the term of the agreement.

Previous Action: N/A

Recommended Motion: I move to authorize the Mayor to sign the Agreement on Sales and Use Tax Revenue between the City and the Anacortes Housing Authority

Alternative Actions: None

Attachments (listed in order presented):

1. AHA Financing Agreement

AGREEMENT ON SALES AND USE TAX REVENUE
BETWEEN THE CITY OF ANACORTES AND
THE ANACORTES HOUSING AUTHORITY

This agreement ("Agreement") is entered into this ____ day of _____, 2021, by and between the City of Anacortes ("City"), a Washington municipal corporation, and the Anacortes Housing Authority ("AHA"), a separate governmental agency, collectively referred to as "Parties".

WHEREAS, recent state law allows the City to retain a portion of the sales tax currently collected by the state of Washington, which would allow the City to take an additional 0.0146% out of the state's share; and

WHEREAS, On November 4, 2019 the Anacortes City Council adopted Resolution number 2061 authorizing a proposition to the voters of the City of Anacortes, to authorize a 1/10th of 1% sales tax increase, otherwise known as a qualifying local tax ("QLT"), the proceeds of which would be used for affordable and supportive housing purposes as authorized and outlined in RCW 82.14.530, and

WHEREAS, in a special election on February 11, 2020 Anacortes voters approved the qualifying local tax by an approval rate of 55%, and

WHEREAS, the City adopted Ordinance 3071 on June 1, 2020, which authorized the full sales tax credit at the rate of .0146, and

WHEREAS, the City began collecting the full sales tax credit of .0146 on July 1, 2020, with revenue projections of around \$654,000, to be split between three projects: one project for the Anacortes Family Center to construct a new building behind Island Hospital with 20 apartments and childcare on the first floor, and two projects for the AHA to provide additional housing units ("Projects"); and

WHEREAS, City Council has established a trust fund in the City's accounting system general ledger into which the funds collected through the QLT and the full sales tax credit (together, the "Affordable Housing Tax Revenue") will be deposited into, and spent out of, and said fund will be numbered and will operate consistent with the requirements provided by the BARS manual published by the Washington State Auditor's office; and

WHEREAS, AHA is pursuing financing to begin construction of its projects and is working with SaviBank. The Parties intend this Agreement to provide assurances to SaviBank of the availability of revenue from the Affordable Housing Tax Revenue until the Projects are fully funded; and

WHEREAS, the Parties now wish to enter into the present Agreement to clarify how the revenues in the City's trust fund will be transferred to the AHA;

NOW THEREFORE, the Parties hereby, intending to be legally bound, do hereby agree as follows:

1. Purpose: The purpose of this Agreement is to secure funding from the City's Affordable Housing Tax Revenue described above to fund the AHA's Projects, described in Exhibit A, which is attached and hereby incorporated by reference.
2. Revenue:
 - a. The City will transfer to AHA half of all proceeds received by the City from the Affordable Housing Tax Revenue, to fund the Projects. The City will transfer proceeds to AHA periodically, but no less frequently than quarterly. The City will continue making such payments for so long as the Affordable House Tax Revenue is authorized until the City's allocation towards Projects as described in Exhibit A is fully funded.
 - b. The City will discontinue payment of proceeds from the Affordable Housing Tax Revenue to AHA once the Projects are fully funded at the total project allocation of three million dollars (\$3,000,000), based on the description provided in Exhibit A.
 - c. The City hereby agrees not to commit to fund projects other than the Anacortes Family Center project described above and the Project described in Exhibit A using Affordable Housing Tax Revenue funds until such a time as the AHA and Anacortes Family Center projects are fully funded.
3. AHA Assignment/Default: The City hereby consents to the assignment of AHA's rights under this Agreement to SaviBank. The Parties agree that, if at any time, AHA defaults on its debt service payments to SaviBank on the loan to fund the Project, AHA authorizes and directs the City to pay, and the City agrees to pay, Affordable Housing Tax Revenue directly to SaviBank until the default is cured. Banner Bank may make any such request in writing to the City Treasurer with a copy to AHA, with no less than two weeks' notice prior to the next regular distribution, and the City shall make such payments to SaviBank without the consent of AHA.
4. Use of Proceeds:
 - a. AHA will only use the revenue described in Paragraph 2 above, to fund the Projects described in Exhibit A.
 - b. The Parties acknowledge that the proceeds of the Affordable Housing Tax Revenue may only be used to fund projects that meet the requirements of RCW 82.14.540, specifically all proceeds must be used for acquiring, rehabilitating, or constructing affordable housing or funding the operations and maintenance costs of new units of affordable or supportive housing.
 - c. AHA acknowledges that all residents of the units provided must be at or below 60 percent of the county median income *and* fit within one of the following groups: persons with mental illness, Veterans, senior citizens,

homeless or at-risk of being homeless, families with children, unaccompanied homeless youth or young adults, persons with disabilities, or domestic violence survivors.

5. **Payments Run with Land:** If at any time AHA sells or transfers its interest in the real property upon which the Projects are being constructed or operated to another party who intends to continue operating the Projects as affordable and supportive housing, the City hereby agrees that the right to receive the Affordable Housing Tax Revenue runs with the land provided that any subsequent owner can first establish that they have met all the requirements described in this Agreement, Ordinance 3071, Resolution 2061, and all requirements in the Revised Code of Washington governing use of the Affordable Housing Tax Revenue for affordable and supportive housing.
6. **Indemnification:**
 - a. AHA 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 AHA in construction or operation of the Projects or performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - b. The City's inspection or acceptance of any of the AHA's work on the Projects shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.
 - c. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party, except for the right of SaviBank to receive the Affordable Housing Tax Revenue under section 3 above.
7. **City Providing Funding Only:** The Parties acknowledge that the City's only involvement in the Projects is to provide funding and ensure compliance with RCW 82.14.530 et. Seq. and that no joint venture or partnership is created by this Agreement. No agent, employee or representative of AHA shall be deemed to be an agent, employee or representative of the City for any purpose. AHA shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.
8. **Effectiveness:** This Agreement shall be effective as of the date first set forth above.
9. **Notices:** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties at their addresses as follows:

To the City:	City of Anacortes Attn: Darcy Swetnam, City Attorney PO Box 547 Anacortes, WA 98221
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To the AHA:	Anacortes Housing Authority
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Attn: Brian Clark
Executive Director
719 Q Avenue Anacortes, WA 98221

10. Governing Law; Binding Effect: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.
11. Severability: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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. Counterparts: This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the City and AHA have executed this Agreement as of the date first set forth above.

CITY OF ANACORTES

ANACORTES HOUSING AUTHORITY

Laurie Gere, Mayor

Brian Clark, Executive Director

Exhibit A Project Descriptions

Overview

The Anacortes Housing Authority is a separate governmental agency that owns several housing facilities in Anacortes including the Wilson Hotel, Harbor House, and Bayview Apartments – totaling 183 units housing 350 people. The organization recently purchased a lot on 19th Street between Commercial and O Avenues on which they propose to build five townhouses with an estimated cost of \$1.5 to \$1.65 million.

The Housing Authority recently purchased the historic Olson Building, on the corner of 3rd Street and Commercial Avenue, with the intent to renovate and restore the building, keep the business spaces along Commercial Avenue, and make 15-20 housing units available to low-income tenants on the second floor. This funding will help the City ensure there are housing units available for low-income Anacortes residents.

This project will receive \$3,000,000 in sales tax credit funding over the next 10 years to pay for the construction of the project. These funds are included as a subsidy to the property operations of roughly \$27,250 per month over the life of the 10-year permanent loan.

Projected Revenues

Starting on June 1st 2021, the City anticipates based on current revenue projections the amounts passed through to the AHA will be as follows:

Project Allocation	\$3,500,000
Annual Expected Sales Tax Credit Revenue:	\$654,000
Max Expected Quarterly Sales Tax Credit Revenue:	\$163,500

Year	Date	Quarter	Expected Qtr. Revenue	Cumulative Total
1	2021	3	\$81,750.00	\$81,750.00
		4	\$81,750.00	\$163,500.00
2	2022	1	\$81,750.00	\$245,250.00
		2	\$81,750.00	\$327,000.00
		3	\$81,750.00	\$408,750.00
		4	\$81,750.00	\$490,500.00
3	2023	1	\$81,750.00	\$572,250.00
		2	\$81,750.00	\$654,000.00
		3	\$81,750.00	\$735,750.00
		4	\$81,750.00	\$817,500.00
4	2024	1	\$81,750.00	\$899,250.00
		2	\$81,750.00	\$981,000.00
		3	\$81,750.00	\$1,062,750.00

5	2025	4	\$81,750.00	\$1,144,500.00
		1	\$81,750.00	\$1,226,250.00
		2	\$81,750.00	\$1,308,000.00
		3	\$81,750.00	\$1,389,750.00
6	2026	4	\$81,750.00	\$1,471,500.00
		1	\$81,750.00	\$1,553,250.00
		2	\$81,750.00	\$1,635,000.00
		3	\$81,750.00	\$1,716,750.00
7	2027	4	\$81,750.00	\$1,798,500.00
		1	\$81,750.00	\$1,880,250.00
		2	\$81,750.00	\$1,962,000.00
		3	\$81,750.00	\$2,043,750.00
8	2028	4	\$81,750.00	\$2,125,500.00
		1	\$81,750.00	\$2,207,250.00
		2	\$81,750.00	\$2,289,000.00
		3	\$81,750.00	\$2,370,750.00
9	2029	4	\$81,750.00	\$2,452,500.00
		1	\$81,750.00	\$2,534,250.00
		2	\$81,750.00	\$2,616,000.00
		3	\$81,750.00	\$2,697,750.00
10	2030	4	\$81,750.00	\$2,779,500.00
		1	\$81,750.00	\$2,861,250.00
		2	\$81,750.00	\$2,943,000.00
		3	\$106,500.00	\$3,049,500.00
11	2031	4	\$163,500.00	\$3,213,000.00
		1	\$163,500.00	\$3,376,500.00
		2	\$123,500.00	\$3,500,000.00



City Council Agenda Bill

Meeting Date: October 18, 2021 **Agenda Item:** 5.f.

Agenda Item Title: Interlocal Agreement #21-239-WTR-001 with the Washington State Water/Wastewater Agency Response Network (WAWARN)

Staff Contact(s): FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 21-239-WTR-001 with the [Washington State Water/Wastewater Agency Response Network \(WAWARN\)](#) under which the City of Anacortes would agree to be a participant in the program.

Background: The America's Water Infrastructure Act (AWIA) requires water service providers conduct a thorough "Risk and Resiliency" assessment and secondly, to develop and Emergency Response Plan. The City of Anacortes has conducted these assessments. A recommendation from the assessment is to gain access to a Statewide Mutual Aid by participating in the Washington State Water/Wastewater Agency Response Network (WAWARN) program.

This agreement includes Anacortes in the WAWARN Program as a participant. It does not require the City to provide mutual aid however should the system be necessary to be used, it is in place to receive mutual aid from other utilities participating.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 21-239-WTR-001 between the City of Anacortes and the Washington State Water/Wastewater Agency Response Network.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 21-239-WTR-001

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV

PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V

REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV **TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI **AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII **SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on _____.

Water/Wastewater Utility: City of Anacortes

By: _____

Title: _____

Please Print Name

By: _____

Title Mayor

Laurie Gere
Please Print Name

Approved as to form

By: _____

Attorney for Member

Darcy Swetnam
Please Print Name



City Council Agenda Bill

Meeting Date: October 18, 2021 **Agenda Item:** 6.a.

Agenda Item Title: Anacortes Community Forest Lands Comprehensive Plan Update

Staff Contact(s): BOB VAUX

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
BOB VAUX	Public Hearing
JOHN LUNSFORD	

Item Summary: "5" Year Update of ACFL Plan, recommended by Planning Commission March 27, 2019

Budget Impact:

None

Previous Action: March 27, 2019 Planning Commission Recommends City Council last reviewed [September 13, 2021](#).
The full plan is available on the City website [here](#).

Recommended Motion: Not anticipating getting to the motion for approval on the 18th.

Alternative Actions: Continue Public Hearing

Attachments (listed in order presented):

1. Public Notice
2. staff memo and public comments
3. Trail 132 closure map
4. Public Comment - Bell
5. Public Comment - Holahan



Notice of Public Hearing

Notice Date: September 22, 2021

Proposal Name: Anacortes Community Forest Lands (ACFL) Management Plan Update

Documents Available at: <https://www.anacorteswa.gov/ArchiveCenter/ViewFile/Item/214>

Contact Person: Bob Vaux, Assistant Director
Parks & Recreation
bobv@cityofanacortes.org
360/588-8233

Public Hearing Body: Anacortes City Council

Public Hearing Date: Monday, October 18, 2021, at 6:00 PM

Proposal Description

The City of Anacortes is considering amendments to the ACFL Management Plan to complete the 5-year update goal established in the current plan.

SEPA Threshold Determination

The City of Anacortes issued a SEPA threshold determination of nonsignificance (DNS) on March 13, 2019.

How to Comment

Verbal comments may be made at the Public Hearing. Meeting attendance options, including virtual meeting access information, can be found on the City Council agenda, posted Wednesday prior to the meeting here: <https://www.anacorteswa.gov/700/Meeting-Documents-and-Video>



MEMORANDUM

To: Mayor Gere
Anacortes City Council

Fm: Bob Vaux BV

Re: ACFL Comprehensive Plan Public Hearing

Date: October 13, 2021

We received one written comment previous to the submission deadline for the Oct. 18 Council packet. These comments are from Kathleen Lorence-Flanagan, dated Oct. 11, 2021.

Also included in the packet are two documents submitted by Martha Hall to the Planning Commission prior to its March 27, 2019 meeting, when the ACFL Comprehensive Plan was recommended to the City Council.

In addition, highlighted in the packet are the deletions and additions from the 2014 work of the Forest Advisory Board.

When the Council met on September 13, 2021, you asked questions about Ebikes. Currently, Ebikes are required to follow motorcycle rules and regulations when using the ACFL. Staff recommends Council refer this issue to the Forest Advisory Board. This will allow staff and the Board to spend the time necessary to fully consider this user group without bogging down the current plan update. Ebikes were not yet a factor in 2014 when the Forest Board recommended the draft plan now in front of the Council.

Staff is recommending removing the mandate that one member of the Forest Advisory Board should also be a Planning Commission member, as stipulated under the Management Authority in the Plan. Almost all of the private land in the city limits adjacent to the ACFL has been developed, so the direct connection between to two bodies is not as critical as it once was.

Staff is also committed to cleaning up some Trail Plan language in the Appendices section. In particular there is currently some confusing recommendations for equestrians.

Finally, the Forest Board recommends the closure of trail #132, the route along the southern shore of Little Cranberry. This recommendation comes since the 2014 draft plan was approved. Staff concurs with this recommendation as the route has experienced significant erosion, and an easy alternate route already exists.

I will be offering a brief introduction to the Public Hearing on the 18th, and then will be available for questions throughout. I look forward to the direction of Mayor Gere and the Council moving forward.

October 11, 2021

How fortunate we are to have the ACFL for recreation and appreciation of wildlife and habitats. Balancing this with trails running throughout the ACFL for multiple users and the Critical Area designation as a Fish and Wildlife Habitat Conservation Area is a challenge. This is especially true as recreational uses are expected to increase. I applaud efforts to balance all of this. Upon reading the ACFL Comprehensive Plan, I would like to comment on several things. For ease, I have referred to the page number, followed by comments.

- Intro page (unnumbered, but referenced to pg. 16 and 32): Appreciated the removal of a plan to find off-leash dog areas in the ACFL, as well as the requirement that dog walkers be represented on the Trail Committee. The habitats for plants and animals are too fragile to be trampled on by off-leash dogs; dog walkers are just one of many user groups in the AFCL.
- On page 4, repeated on page 23, with a variation on page 7: "The CEP will continue as long as there is land to conserve in the community forest lands and people willing to contribute to its protection." Is there more land to be protected, and people willing to contribute?
- Page 7, Policy: "The Anacortes Community Forest Lands (ACFL) are critical areas having the designation as a Fish and Wildlife Habitat Conservation Area." To me that is a Policy of the utmost and overriding importance.
- Page 8, first column. #3 and #4 are repeated and #5 is displaced.
- On page 8, second column, #1: 'Now that the old dump has been capped, site could possibly be used as a fenced off-leash dog area'. This statement ought to be deleted, given the many challenges facing this area, and speculation about a future use being entirely premature.
- Page 8 (and others): Multiple references throughout this Comp Plan are made to blocking or obliterating trails in areas needing to be re-vegetated; rehabilitating and re-designing trails (p. 8), locating trails **away** from lakeshores and marsh edges (p. 13.), rehabilitating trails where horses, motorcycles or mountain bikes have caused erosion or other problems (p. 14). Hike in the ACFL and it doesn't take long to see evidence of an immense amount of work. It is good to see on page 32 a "Yearly Trail Maintenance Record." Hopefully this is an ongoing list, prioritized annually, and guided by the ACFL Comprehensive Plan and the Critical Area regulations.
- Page 9, bottom right: " The State required this land to be managed as a non-motorized area with areas to the west, south and east required to remain hiker only trails. Continuing on page 10 it describes Current Use "for dog walkers, hikers, horse riders,

mountain bikes and motorcycles.” A more clear way to describe this perhaps is to stop at hikers, and then to say “Trails to the north are used by horse riders, mountain bikes and motorcycles.”

- Page 10. “The 160 acres at the top of Mt. Erie were given to the City for park purposes by Gus Hensler and the Kiwanis Club. Mr. Hensler stipulated that his donated 120 acres be a ‘haven for birds and/or animals (i.e.a wildlife sanctuary).’ I don’t know which acreage he refers to, but what follows is conversation about the summit being a multi-use park with rock climbing, picnicking, hang gliding, placement of fixed anchors, mountain climbing and scrambling. These uses seem incongruent with the stipulations of his donation.
- Page 12. Policies: #1 “The underlying policy must be one of minimum disturbance with respect to the forest, wildlife and low intensity recreational opportunities.” It is my personal feeling that mountain bikes and motorcycles are not low intensity recreational opportunities and do not belong in the ACFL. However, I also know they are basically grandfathered in on some trails. Never-the-less their footprint on the terrain, vegetation, habitat, noise and pace remains objectionable to me. It is my hope usage will not be expanded, nor that e-bikes, too closely related to motorcycles, will ever be allowed.
- Page 16, #5. “Commercial activities in the ACFL that do not violate existing policies may be permitted by the Parks and Recreation Director in consultation with the ACFL Advisory Board.” Designation as a Critical Area seems at odds with Commercial Activities being allowed. It has been said the latter includes something like a photography class. Can examples be included for clarity? In the preceeding paragraph, a ‘recreational group’ in excess of 25 participants must obtain a permit. Can a similar limit be set for these “commercial activities”?
- Page 19, #4, line 3: delete “an”?
- Pages 20-23: The History in Appendix 1 makes one appreciate the generosity and forward-thinking of donors. The ongoing work of Skagit Land Trust, the City of Anacortes, the ACFL Advisory Board and Friends of the ACFL is also appreciated.

Thanks for this opportunity to comment.

Respectfully submitted,

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360 293-4090

Vaux, Bob

From: Martha Hall <pondfrog.mh@gmail.com>
Sent: Wednesday, March 27, 2019 11:53 AM
To: Cooper, Tess
Subject: Comments SEPA Park and ACFL Plans
Attachments: ACFL Draft Plan.doc

To: Tess Cooper, Anacortes Planning Department

From: Martha Hall
2617 16th Street
Anacortes, WA 98221
pondfrog.mh@gmail.com
360 293 7476

Date: March 27, 2019

**My Comments on the SEPA determinations and Public Hearing
for
the Anacortes Park and Rec Comp Plan and the Anacortes Community Forest Lands Comp Plan**

I believe neither of these comp plans, the Park and Rec Comp Plan and the ACFL Comp Plan, adequately protect important critical areas such as significant wetlands, our shoreline on the Salish Sea, our shoreline on lakes and wetlands, Fish and Wildlife Habitat, or steep, unstable slopes. Because both fail to adequately protect these areas, I do not agree that they meet the standard as having a Determination of Non-Significance (DNS). I suggest that stronger language in these two Comp Plans that REQUIRES protection of these important critical areas and REQUIRES compliance with the Anacortes Critical Areas Ordinance and the Anacortes Shoreline Master Program is needed before either plan qualifies for a DNS.

1. Unless language in these two plans is changed to a statement that these important critical areas will be protected, I believe there is a good chance that citizens will not see these areas protected in the future when they fall within lands managed by the Anacortes Park Department. I believe this is true based on past experience with City and Park Department projects that negatively impacted important critical areas within city parks, as seen with improvements to the cross-country trail in Smiley's Bottom, development of a sports facility in Smiley's Bottom that repeatedly impacted the adjacent wetlands, with the construction of the Guemes Channel Trail which has resulted in major impacts to the shoreline and nearshore habitat found along Guemes Channel, and with improvement and expansion of the trail system in the ACFL, and improvements of the trail from the WA State Ferry Terminal to Ship Harbor Interpretative Preserve, and all of these projects happened without a full analysis and disclosure of the all negative impacts on critical areas, including cumulative, and indirect as well as direct. When these projects were completed, sometimes no permits were obtained at all. At other times, they were completed using a CE and DSN for NEPA and SEPA. Most were also completed with no real analysis and disclosure of Need and Purpose.

Most of these projects were also completed without a thorough analysis and disclosure of alternatives. Yet all of these were completed and all of these have had a major impact on critical areas, including Fish and Wildlife Habitat, shorelines and wetlands, and steep, unstable areas.

2. These past projects have shown that we cannot expect full disclosure and analysis of all impacts, cumulative, indirect and direct, and of Need and Purpose, or alternatives, when individual projects are proposed and completed under a Comp Plan. If this does not occur when individual projects are proposed and completed, and this does not occur when the Comp Plans are adopted, then, I ask, when will the City of Anacortes analyze and disclose all of the impacts and fully explore Need and Purpose and Alternatives?

3. Important Fish and Wildlife Habitat occurs in several of our City parks, esp. in the ACFL, in Washington Park, along Guemes Channel where the GCT is being constructed, in Ship Harbor Interpretative Preserve, and in Smiley's Bottom. It would be easy to make a strong case that the City of Anacortes has not adequately protected the Fish and Wildlife Habitat, which is one kind of critical area protected in the CAO. Many people seem to believe that wildlife habitat is protected in the ACFL because the City is not constructing buildings. I would like to challenge this by saying that currently, there are no designated areas within any of our parks, including within the ACFL or even SHIP, where Fish and Wildlife Habitat is given a priority over recreation. Instead, plans give lip service to protecting Fish and Wildlife Habitat while also saying this will be done along with providing for recreation and public access. For many species of wildlife, and for some native plants, protecting their habitat requires having areas where there is no public access. State Parks handle this by having designated areas within their larger parks that are for conservation or preservation and these areas have no trails.

4. For over 30 years the "best available science" has clearly shown us that trails cause major negative impacts to wildlife habitat. This is especially true when the dogs are allowed on the trails and there is little or no management of the dogs or people as we see in our City parks. Everyone who uses the trails and beaches in the ACFL, at Ship Harbor Interpretative Preserve, and over the bluffs of Washington Park know that many users see these areas as "off-leash dog parks". When this is a regular occurrence, large blocks of land need to be set aside as special "Fish and Wildlife Habitat Areas" where no trails exist. How large do these need to be? Large enough that loose dogs do not penetrate the interior and make the key habitat areas dangerous and/or unusable to wildlife. The edges of lakes and wetlands and our shoreline are especially sensitive areas for wildlife, for feeding, for resting, for denning and nesting. The protected area with no trails needs to be wide enough that loose dogs do not access this area. For a coyote raising pups the area may be upland, but it still needs to be a large enough block of land so that it is not penetrated by loose dogs.

5. Anacortes is fortunate to have two parks that are unusually large and that also have important and even critical fish and wildlife habitat, the ACFL and WA Park. In the past I have suggested to the Park Department that we could protect important Fish and Wildlife Habitat Areas by designating certain parts of these parks as "conservation areas". The emphasis would be solely on protecting the wildlife habitat and where there would be no trails. I have also suggested that some areas within parks could be designed as "preserves" where no dogs were allowed at all. I would suggest that the cross-country trail in Smiley's Bottom and Ship Harbor Interpretative

Preserve would benefit by this designated. Both are used as unofficial "off-leash dog parks" for many people and both are totally unsuitable for this because of the important wildlife habitat they contain. It would be so much better to keep off-leash dogs on the ballfields at Smiley's Bottom. These fields are not used at all for sports during many parts of the day and times of the year.

6. Many people support city parks because they provide open space and a place for native plants and animals to live, hopefully undisturbed. However, this is not happening with current management of many of our parks. Large populations of unique wildflowers are trampled and diminished each year by people wandering the bluffs at Washington Park. Wildlife are chased repeatedly at many of our parks such as Ship Harbor Interpretative Preserve. I have lived in Anacortes and watched wildlife closely in a number of open space areas since 1998. I have seen a significant decrease in both the number of species and the total number of animals at two places that were once my favorite places to watch wildlife, Ship Harbor and Smiley's Bottom. I watch heron foraging at SHIP as a volunteer citizen scientist. There use to be 24 or more herons feeding at SHIP during low tides. Now we are fortunate to see 9 and often these are chased off the beach by dogs during our 2 hour observation periods. Many of the species I once regularly observed at Smiley's Bottom are gone, the killdeer, the Virginia rail, wintering ducks.etc. Even the great blue herons who use to always be there are gone. Why the decrease in wildlife use of these areas? Improving the cross-country trail in Smiley's Bottom to make it usable year around brought many more people and loose dogs to these wetlands. The Guemes Channel Trail brought many more people to SHIP, as did completion of the trails there. Improving the trails connecting SHIP to the WA State Ferry Terminal also brought much more use to SHIP.

7. Trails can be designed and constructed, to reduce impacts to Fish and Wildlife Habitat Areas from humans and loose dogs, as can careful management of use of these trails and enforcement of regulations. Neither the Comp Plans, the one for the the Park and Rec Comp Plan and the one for the ACFL adequately address the need to do these things to reduce the impacts. And as we have seen in the past, these do not occur outside of the Comp Plan process. What were once crude trails created by fishermen along the shores of places like Heart Lake and Cranberry Lake have been improved with no SEPA process. Some of these trails should never have been created in the first place. Instead of improving them, the Park Department should be attempting to close them. I've attended Forest Advisory Board meetings where these improvements praised by members. One recent one was improvement of the crude trail along the edge of Heart Lake. Improvements last spring included what can only be called fill in the edge of the lake. Was there any mitigation or even discussion about this? Isn't it a violation of the Critical Area Ordinance.

8. Instead of requiring compliance with the CAO and Shoreline Master Program, the ACFL Comp Plan creates a cumbersome method for closing trails that may end up being decided by popular vote rather than use of "the best available science" and following the CAO and SMP. I suggest that the wording in this ACFL Comp Plan needs to be just the opposite to qualify for a DNS for SEPA.

9. The Anacortes Park and Rec Plan reflects the dominant role played by the Anacortes Parks Foundation and organized advocates of sports fields and bike riding which I believe needs to be balanced with an equal emphasis on protecting critical areas, following the CAO, and supporting wildlife watching and photography, two fast growing forms of recreation. We see many charts and discussions of the number of various kinds of ballfields needed by a community like Anacortes in the Park Plan. There also needs to be far more recognition of the important wildlife habitats we have in our City parks for both native plants and animals and ways that these will be protected for future generations. Staffing of the Park and Rec Department also leans heavily towards sports. Who on the staff is a specialist who oversees critical areas and protecting Fish and Wildlife Habitat Areas?

12. I suggest that both Comp Plans, but especially the ACFL Comp Plan needs to address climate change. How will the forests be managed to address changes brought by less rainfall, or warmer temperatures or longer summers?

13. Finally, I believe the ACFL Comp Plan also needs to address the role played by beavers in the forest lands. They are one of the other species that are capable of changing important features in the forest lands, including the level of the groundwater, level of wetlands and lakes, and when streams run or dry up. I believe the Comp Plan needs to require analysis of the role beaver play in the forest lands and maybe their role as the climate changes, which might be a positive one. Instead of approving a DNS for efforts by the Park Department to control what the beaver do, I believe a better evaluation is first needed to assess the value of having beaver. Beaver dams may provide terrific fire breaks in the future. Maybe we want to store more water in the ACFL in the future to prevent wetlands from drying out in the summer. Maybe the beaver are assets when it comes to controlling stormwater.

Instead, the Park Department is seeking a DNS for its work to limit and remove dams. So far when I've asked for info on what the Park Department wants to do, exactly, I've been told there is no paperwork yet, though it has been discussed at the Forest Board Meetings. Without seeing paperwork it is hard to comment on a DNS. However, it looks like some of the effort is being made to protect trails that perhaps could or should be redesigned to allow for higher water in the beaver ponds.

An attachment to this e-mail contains other information and comments I am submitting for the public hearing on these two Comp Plans and the DNS for SEPA.

To: City of Anacortes, Planning Commission

Date: March 26, 2019

From: Martha Hall, Anacortes

**Comments mostly on the Draft Plan
for the Anacortes Community Forest Lands (ACFL)
though some comments also apply to other parks too.**

**Public Hearing before the Planning Commission
on March 27, 2019.**

I am submitting these comments for the public hearing on the Draft Plan for the ACFL.

Summary

While the lands within the ACFL are recognized as important habitat for fish and wildlife, the Draft Plan fails to **require** the City to update the trail system so that it is in compliance with both the "best available science" and our Anacortes Critical Area Ordinance (CAO).

A quick glance at maps of the trail system show that there are far too many trails far too close to key habitat areas such as along the very edge of shorelines of lakes and wetlands and beaver ponds. This is especially true in the Cranberry Unit where trails run along the edge of both Little Cranberry Lake and some of the beaver ponds. Instead of creating a cumbersome method for improving the trail system, the Draft Plan should require changing the trail system so that it does follow what the "best available science" tells us and what the CAO requires.

Trails result in many negative impacts, especially to fish and wildlife habitat, for both plants and animals, if they are not carefully designed, planned, constructed, and managed. Many trails in our parks including the ACFL have not been carefully planned and constructed to minimize impacts to important fish and wildlife habitat. This has resulted in many unnecessary impacts to native animals. This also impacts two fast growing and popular forms of recreation, wildlife viewing and photography.

When wildlife cannot use the habitat these kinds of recreation are negatively impacted and may no longer be available which means residents of Anacortes must drive much farther to enjoy wildlife watching and photography. I personally have seen a significant decrease in wildlife over my 20 years in Anacortes in what use to be two of my favorite places to enjoy wildlife watching, Ship Harbor Interpretative Preserve and Smiley's Bottom. These were once my two favorite places to visit to enjoy a wide variety of wildlife. Since improvements to the trails, many more people and their unleashed dogs have chased away many of the wildlife species I use to enjoy. This has been a personal loss for me. The City has failed to recognize, analyze, or disclose the impacts of its projects that improved the trails and brought more people and dogs to these areas.

I also believe the Plan for the ACFL should address two other issues that are important.

The first is climate change.

The two might even be related if they were adequately addressed. We are all seeing many dead and dying trees in the ACFL, and in our yards. Shouldn't the City be thinking about how to address the challenges that this will bring as it manages the ACFL? The future is uncertain but maybe there are ways to prepare for a drier forest. Will fires become more common? Almost all fires in the ACFL are caused by humans. Do we need to outlaw smoking in the ACFL and enforce this regulation? Do we need volunteers to help monitor compliance? Fires are usually started by people using trails. More trails increases the chance of fires and the chance that a fire will not be immediately noticed. Should owners and builders of houses adjacent to the ACFL be required to clear trees and brush from their side of the boundary? Should they be required to have the most fire proof kind of roof and eaves? What about outdoor burning in neighboring county land?

The Second Topic that Deserves Recognition is the Beaver Population in the ACFL.

Beaver are probably the most significant species in the ACFL because they can create new wetland habitats, they can change the level of both the groundwater and the lakes, and they can impact the flow of water out of the ACFL both in its timing and amount. These relate to both fires and stormwater as well habitat for other species.

I suggest that the Plan should address these issues by requiring a thorough study of how beavers impact the forests, the chance of dangerous fires, and stormwater, now, and how they might be beneficial in the future as we address the worry of increased fire danger, loss of water in our wetlands and rivers, and the problems with stormwater. There are predictions that our climate will become drier and we will experience more extremes in rainfall.

Currently the City is looking at ways to restrict beaver dams and limit the amount of water they store in their dams. This is being done to not only protect one area of private property where buildings are encroaching on the 31st street marsh but also to protect several trails that seem to be built in the wrong place - right next to the shoreline of wetlands. Perhaps a better solution can be found than limiting the amount of water the beaver can store in the ACFL. Trails could be moved. Bridges could be used in several places.

Protecting Habitats for Native Plants and Animals within our Parks

Many people support city parks because they believe they believe important critical areas such as wetlands, Fish and Wildlife Conservation Areas (FWCA) (or FWCHAs), and shorelines of lakes and rivers and the Salish Sea will be protected if they are within one of our parks.

Many people also believe that these important areas that are within our ACFL have been protected. Some city documents describe the ACFL as "pristine" and "undeveloped".

It is true that some of these critical areas that are within city parks have not seen extensive logging of their forests, filling of their wetlands, or construction of buildings and housing. This is especially true of the ACFL.

However, the kinds of "passive recreation" that are allowed in many of our parks are heavily impacting one important value and resource that was once found in these areas, habitats for native plants and animals. I challenge people to think again if they believe the vast network of trails within the ACFL, and throughout Washington Park are not heavily impacting wildlife use of their unique wildlife habitats for plants and animals.

The "best available science" has told us for over 30 years that TRAILS heavily impact wildlife. Plants can also be impacted by trails. This is especially true if trails are not carefully designed, located, constructed and managed to minimize these impacts. I think it is safe to say that many if not most of the trails within the ACFL, and many in Washington Park were not carefully designed, located, or are managed to minimize impacts to wild plants and animals. Many of the trails we see today were old trails built years ago by various user groups without thought or knowledge of how to reduce their impacts. Many that hug the shorelines of the lakes and ponds were created by fishermen years ago. Some of these have been improved, some rather recently, by park staff even though they are not in compliance with either the "best available science" or our City's Critical Area Ordinance and they are heavily impacting shorelines of lakes and wetlands and the shoreline on the Salish Sea.

Importance of Wildlife Viewing and Wildlife Photography

These two kinds of recreation depend on protecting the native plants and animals

ly focus is not on protecting one of the most popular and fastest growing kinds of recreation in WA State, wildlife watching and photography. People of all ages enjoy these two activities. However, these two forms of recreation are only viable IF there being interesting species of plants and animals to view and photograph. When the wild plants and animals are heavily impacted by other kinds of recreation, this diminishes the value of the area for people who hope to view and photograph wildlife of all kinds.

Impacts of Poorly Planned, Constructed and Managed Trails

The "best available science" has been very clear about the many impacts of trails on wildlife.

1. Importance of habitat within 100 to 200 feet or more of aquatic areas, and of Other Ecotones, or Transitional Habitats.

When considering wetland and shoreline critical areas, not just the aquatic area (the water) is important wildlife habitat. The edge and terrestrial area within at least 100 to 200 feet of the water provides unique wildlife habitat. In fact, often this is the most "critical" and important habitat.

For instance, many species of wildlife that use aquatic habitats may actually nest or den along the shoreline buffer in trees, in thickets of shrubs, or in burrows dug into the bank, species such as kingfishers, wood ducks, hooded mergansers, muskrat, and even beaver. A trail through the buffer may make this denning or nesting impossible. Vegetation growing in the terrestrial buffer may also provide food and/or places to rest or perch while hunting. Kingfishers often find their aquatic prey while sitting on a tree overhanging the water. Eagles, herons and osprey often rest and roost in trees near the aquatic habitats they use for hunting. The terrestrial vegetation also produces many of the insects eaten by aquatic species, including juvenile Chinook salmon and fish that live in lakes. Studies have shown that 40% of the diet of juvenile Chinook salmon is from the terrestrial habitats as they make their way from rivers to the ocean. Beaver use trees in the buffer for food and building materials.

The richest wildlife habitats with the most biodiversity are often where two different ecosystems come together. A special term is used for these, "ecotones". These provide the benefits of two different habitats in close proximity. Shorelines of wetlands, lakes, rivers and the Salish Sea offer this. Thus, protecting both ecosystems is especially important. This is also true of areas between forests and meadows as we are seeing in at the old garbage dump off 41st Street where the capped area at the top has become an open meadow. The edge where the artificial meadow meets the forest is a favorite habitat for a coyote family.

Ecotone, a transitional area of vegetation between two different [plant](#) communities, such as [forest](#) and [grassland](#). It has some of the characteristics of each bordering [biological community](#) and often contains species not found in the overlapping communities. An ecotone may exist along a broad belt or in a small pocket, such as a forest clearing, where two local communities blend together. The influence of the two bordering communities on each other is known as the [edge effect](#). An ecotonal area often has a higher density of organisms of one species and a greater number of species than are found in either flanking community. Some organisms need a transitional area for activities such as [courtship](#), nesting, or foraging for food.

Ecotones also appear where one body of water meets another (e.g., [estuaries](#) and [lagoons](#)) or at the boundary between the water and the land (e.g., [marshes](#)). Freshwater and marine ecotones are characterized by the presence of large plants that rise from roots attached to the submerged substrate, and thus they occur in areas where ample [light](#) is available at the bottom of the basin to permit growth.

Thus, it is misleading that this terrestrial area adjacent to aquatic habitats is often called the "buffer". This term tends to minimize its importance and suggests that only the aquatic habitat really needs to be protected. Too often this leads to reducing buffer widths when actually the entire 100 to 200 feet is used by wildlife. Trails and other uses in this buffer can reduce or eliminate use of these areas.

Facilities built for passive recreation such as parking areas, trails and docks may cause serious impacts to both the aquatic and adjacent terrestrial fish and wildlife habitats.

An example of a trail built to minimize impacts on the shoreline can be seen at Ship Harbor Interpretative Preserve.



In this preserve, both fencing and plantings such as wild rose keep people on the trail and away from the fragile edge of the beach and the shoreline wildlife habitat.



Bird watching and photography can disturb wildlife and decrease wildlife use of valuable habitat areas such as shorelines and wetlands more than some other uses if it isn't carefully planned and managed.

At Ship Harbor Interpretative Preserve, boardwalks, viewing platforms and areas with benches provide wonderful ways to enjoy the shoreline and watch the birds using this habitat without scaring the birds away, which can ruin opportunities to view wildlife.

The Opposite is True at Smiley's Bottom

Smiley's Bottom is a place where we see the worst method used for trail improvement through an equally fragile wildlife area. When the existing trail was improved, a substantial amount of fill was dumped in the wetlands to make the trail useable year-around. A maze of user-made trails linked to this trail were not closed so this increased use of these to year-around also. This trail, and the user-made trails have always been a popular place for people to let their dogs run loose and to train hunting dogs in the wetland ponds. Now these uses have increased and are now year-around, rather than just impacting wildlife use of the area in the summer. It took many months of work to even get signs posted that said dogs needed to be on leashes. There is little if any enforcement of leash laws on this trail.

Improvement of the trail in Smiley's Bottom (2015-2016).
Huge amounts of fill were dumped in the wetland to make the trail usable year-around.



Our current CAO prohibits this method of improving trails.



The improved trail runs through an area of high-quality wildlife habitat - ponds.

No effort was made to keep trail users on the trail and away from the ponds and off the user-made trails which could be easily closed. Wildlife use of the area seems to have really decreased in the 10 years since the trail was improved. This means there are also fewer opportunities for good wildlife viewing.

2. Trails increase the chance of fires.

Most fires in our area are started by humans, not lightning.

Another significant impact of trails that needs to be recognized is an increased chance of fires. Most fires started in the ACFL begin near or on trails or adjacent roads by people using these trails or roads.

The 2016 fire east of Little Cranberry Lake was started by someone using one of the trails. Same with the fire on the top of Sugar Loaf, and how many others? Fortunately, so far, most are put out while they were still small.

3. Introduction of Invasive Species

Introduction of invasive species is another impact of trails that needs to be recognized. Many of the invasive species enter the ACFL via trails, directly or indirectly. Humans and their pets, and wildlife, using trails, bring in the seeds. Trails often offer the disturbed ground along the edge and also an area with more sunlight than the interior of the forest. Seeds can easily take advantage of these areas to root and grow.

Our Park Department has one of the best programs I've seen for removing invasive species from the ACFL. Using staff and volunteers, a tremendous amount of effort is regularly spent on this task. Conversely, no effort has been made to do the same in Smiley's Bottom. The wetlands and woods are being taken over by invasive species; holly, daphne, non-native blackberries, etc. The trail contributes to this spread of invasive species. The area belongs to the Anacortes School District but the Anacortes Parks Department also helps manage the area and trail.

4. Leashed and Unleashed Dogs

Everyone who uses the trails in Smiley's Bottom, in the ACFL, over the bluffs of WA Park, know that many dog walkers are not keeping their dogs on leashes once they get out of sight of the parking area. We all know of on-going problems of dogs chasing ducks, adult deer and fawns, adult coyotes and pups. Deer have been left injured as have dogs in these encounters.

Maybe even more important is the impact on wildlife's ability to use existing habitat within the ACFL and in other city parks when a significant percentage of the dogs are running loose. Loose dogs make many habitats within these park lands unsafe for nesting and/or denning and undesirable for even foraging during much of the day.

Enforcement of leash-laws in city parks is minimal at best. In many places like Ship Harbor Interpretative Center and the bluff trails in WA Park, and in many parts of the ACFL, enforcement is rare.

**The Draft Plan Recognizes the Importance of
Fish and Wildlife Conservation within the ACFL**

Currently, the emphasis in these areas is on recreation rather than protecting the fish and wildlife habitat. Currently many parts of the areas with this special designation are not in compliance with the existing CAO or the Best Available science.

However the Draft Plan does not require development of any kind of master plan that might really protect this fish and wildlife habitat. The procedure for changing and closing trails is cumbersome and not based on "the best available science". It is based more on popularity. A master plan should require an assessment of changes that are needed to bring the ACFL into compliance with the CAO and the best available science. The Master plan could require this rather than making it cumbersome.

**While the Draft Plan does mention bringing trails into compliance,
has there been any effort to address this issue?**

Yes, this Draft Plan has not yet been adopted. But it is dated 2014 and the problems with the trail systems has been obvious long before that. When sitting in on meetings of the Forest Board for the ACFL, I have heard, instead, praise for improvements to trails should have been closed, like the one along the very edge of Heart Lake that was improved last spring before opening of the fishing season. Are members of the Forest Board aware of the Critical Area Ordinance and the "best available science" when it comes to recreational trails? Who is responsible for educating the park department on the need to recognize the importance of these?

**Description of how the wildlife habitat in one of our designated FWHCAs,
Cranberry Lake, in the ACFL, is not being adequately protected.**

Unfortunately there are many examples of how not to construct and manage trails in the ACFL. Many are seen around little Cranberry Lake where trails run along the very edge of most of this lake's shoreline, sometimes eroding and falling into the lake. This greatly reduces wildlife use. This lake could provide valuable habitat and be a great place for wildlife viewing if management was better.

Cranberry Lake offers very unique and valuable wildlife habitat for a number of species of birds, both as habitat for nesting and raising young and as winter habitat.



Ring-necked ducks could certainly use this area for winter habitat.



Hooded mergansers could nest and winter on little Cranberry Lake.



Wood ducks also might nest on little Cranberry Lake.



Red-breasted mergansers also could use little Cranberry a lot more than they do.
Like wood ducks, they will also use nesting boxes when there is a shortage of large trees with cavities.



Why do these species so often avoid little Cranberry Lake?

One reason: trails run along the very edge of almost all of little Cranberry Lake.



Above is the trail around the southeast end. Below is the trail around the southwest end.



Many species of wildlife avoid habitat that has trails along the edge of the shoreline.



Above is another section of trail along the southeast side of Cranberry lake.



Buffleheads avoid being near people and dogs.



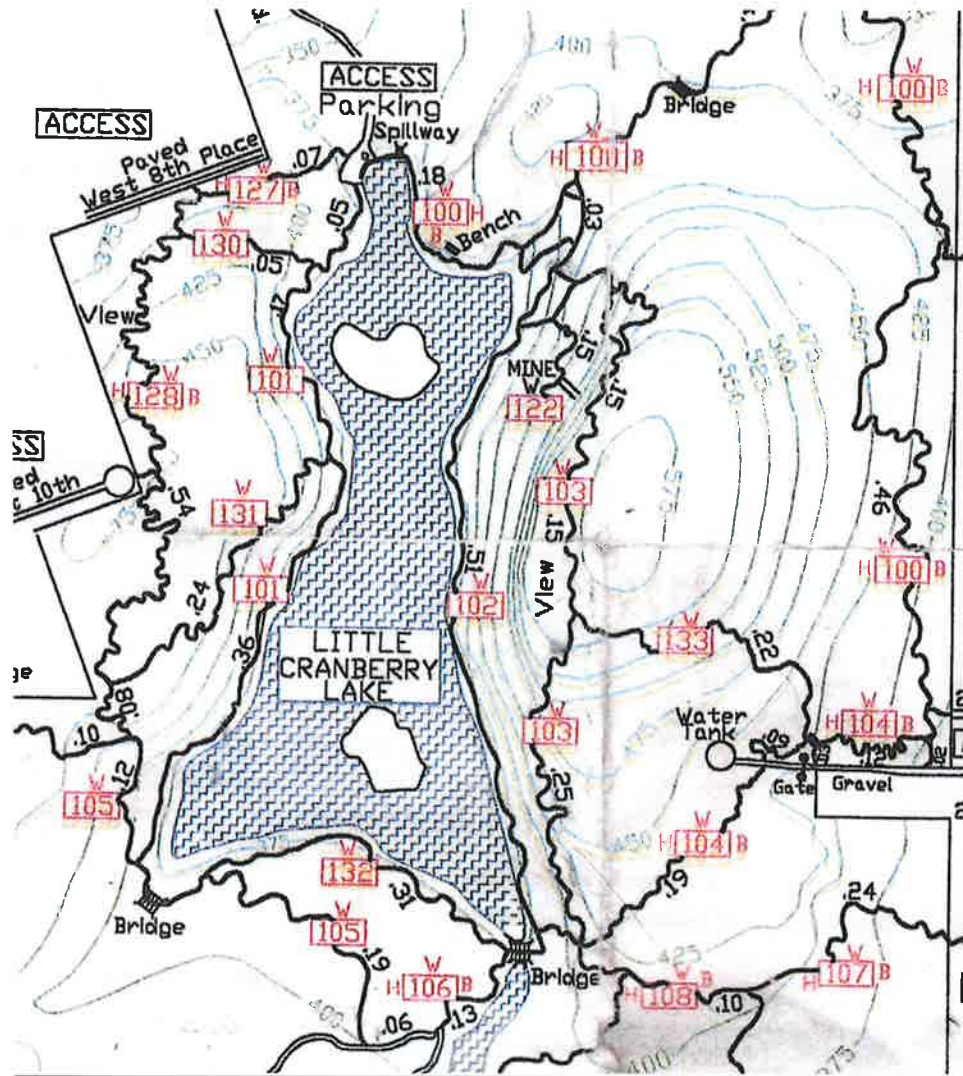
The trails, along with the humans and dogs, often dogs that are off-leash, mean less use and fewer species of wildlife, including fewer ducks and swans.



Another section of trail along the east side of Cranberry Lake is visible in this photo.

All of these trails mean there are fewer birds and other wildlife to watch on Cranberry Lake.
Bird watching and wildlife viewing are popular and growing types of outdoor recreation.
But it takes careful planning to maintain populations of wildlife for humans to watch.

This map shows the network of trails running along most of the shoreline of Cranberry Lake.



Many of the trails along the shoreline could be closed or re-routed to protect the shoreline wildlife habitat, such as Trails 101, 132, and 102. The previous photos showed Trail 132 and Trail 102, which run along the very edge.

Most of the users of these trails are really not paying much attention to wildlife. They are jogging, walking dogs, both on and off leashes, listening to music, etc. Yet these uses disturb wildlife and mean fewer animals are using Cranberry Lake.

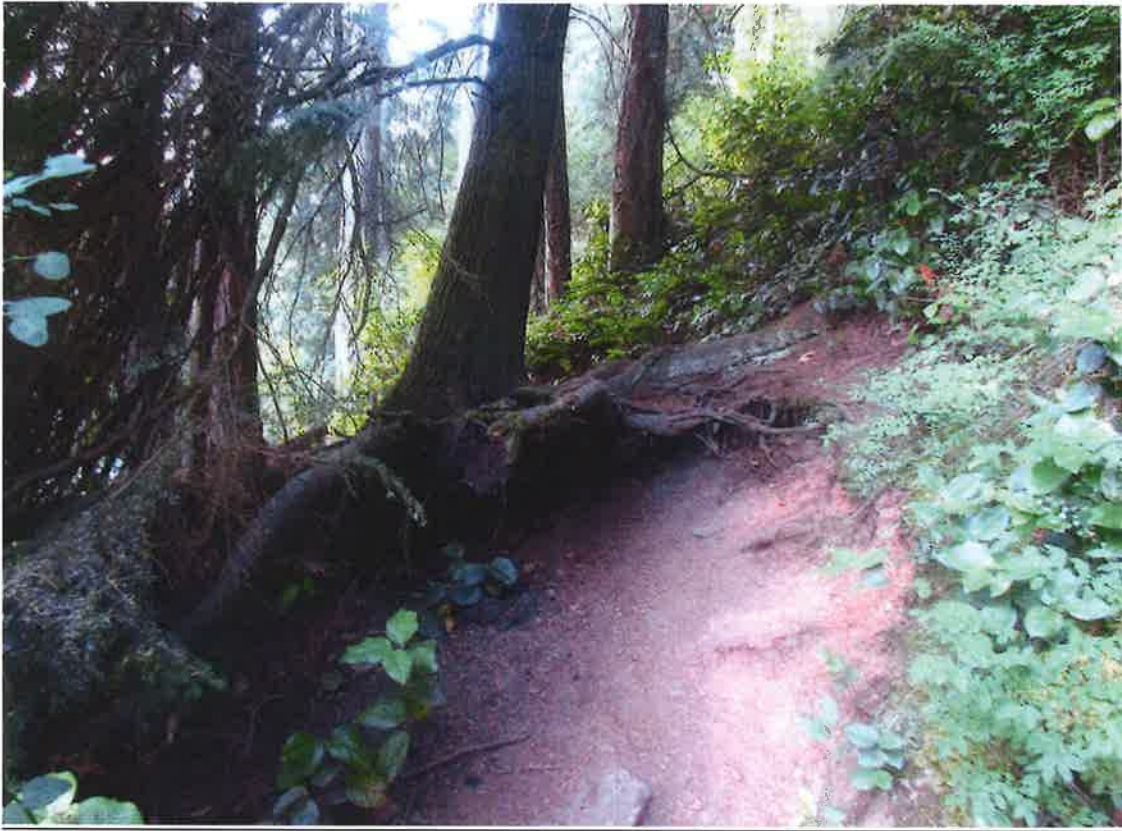
A few special viewing areas could be established for wildlife watching, along with educational signage. With less traffic and more education, wildlife watching might improve.

Impacts of trails go beyond disturbing wildlife and preventing many from using the habitat.
Trails are also physically damaging the shoreline and the habitat it could offer.

In some places the trails along the edge of little Cranberry Lake
are sliding and eroding from use.



Shoreline vegetation, including trees, is being damaged and destroyed.
The CAO should have restrictions that would not allow trails along shorelines
of lakes and wetlands and other key Fish and Wildlife Critical Habitat Areas like this.



The root systems of dozens of trees along the edge of Cranberry Lake are being damaged by trails.



Trails are eroding and are causing erosion and loss of shoreline vegetation.

In one unusually bad spot on the Trail 132, along the edge of Cranberry Lake, cement or something was added to the edge to create a foundation for the trail.



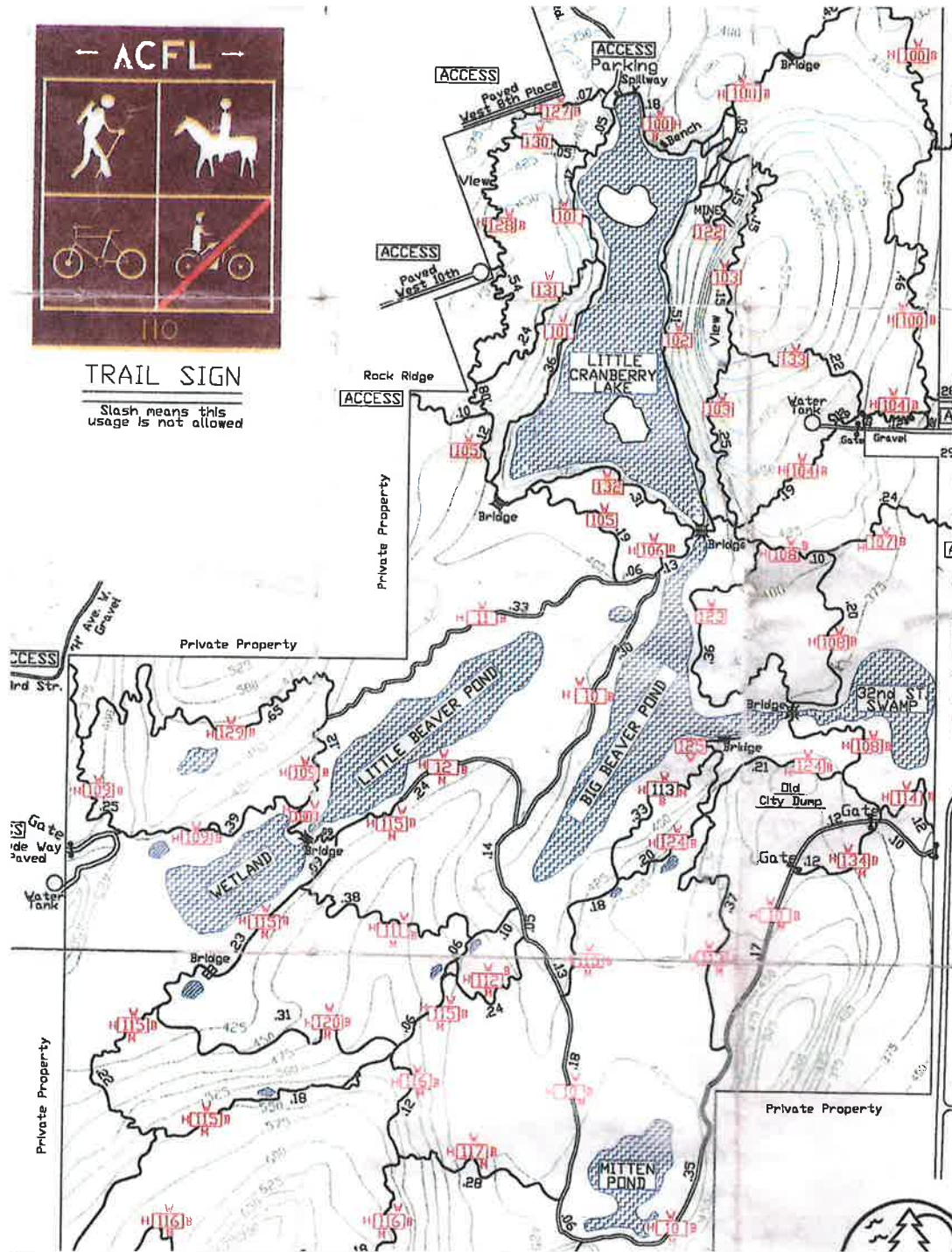
This is why the CAO needs to contain some requirements for protecting and restoring areas that have been designated as Fish and Wildlife Critical Habitat Areas (FWCHAs).

Simply designating the ACFL as a FWCHA is not enough.

The wildlife habitat in the ACFL is dissected by a maze of trails. The areas that are most impacted by trails are often those with the best habitat, such as around the many beaver ponds south of Cranberry Lake.

Enforcement of dog leash laws, or any regulations, is almost non-existent. Enforcement is necessary to protect wildlife and other users, some with leashed dogs.

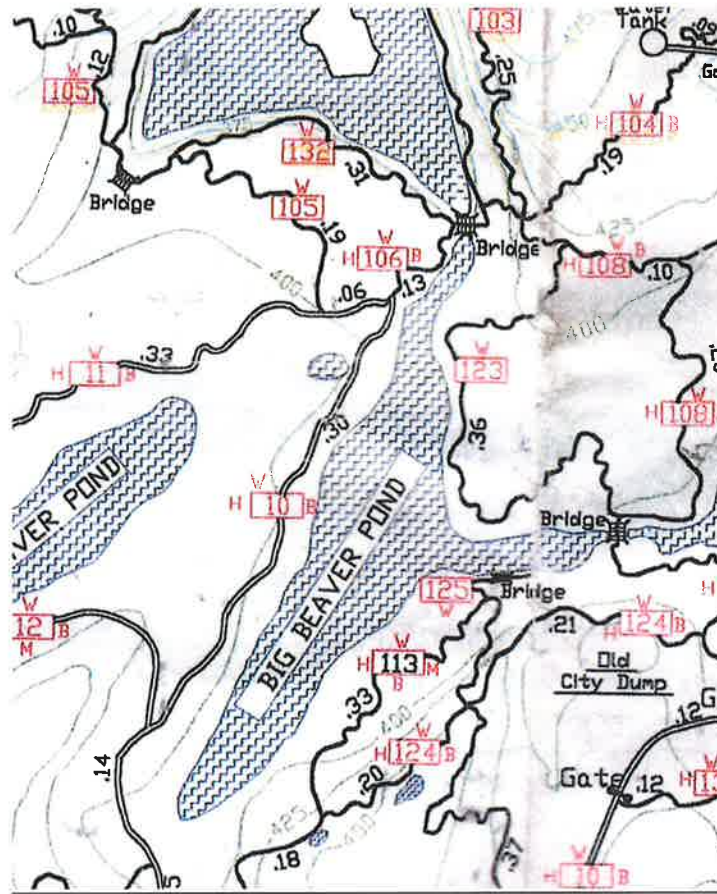
This map shows the maze of trails around the beaver ponds and Cranberry Lake which are some of the best fish and wildlife habitat in the ACFL.



Big Beaver Pond

All of the previous photos of birds were taken on Big Beaver Pond where there are fewer trails along the very edge of the shoreline as compared to the trails around Cranberry Lake.

Map of Trails near Big Beaver Pond



However, on Big Beaver Pond, too, most animals tend avoid areas that are nearest to trails. On Big Beaver, this is the east side of the pond near Trail 123 and the north end near Trail 106.. Birds tend to stay in the center of the pond or along the western shoreline.

Closing Trail 123 and rerouting Trail 106 would allow birds to use more of Big Beaver Pond. A dead-end trail leading to a viewing platform or "blind" could provide better opportunities for bird watching because fewer people would mean more wildlife to view. This change should increase the value of this FWCHA for wintering and nesting birds.

Requiring master plans for significant FWCHAs and wetlands would help if these plans were required to recognize the need to manage FWCHAs to maximize fish and wildlife habitat as well as to provide a variety of outdoor recreation. Bird watching and wildlife viewing do not mix well with other kinds of recreation such as running loose dogs

17.70.010 The Introduction to the CAO

The introduction to the CAO is correct in stating that the City is unique in its preservation of habitat and natural areas. It is amazing that Anacortes has protected about fifty percent of our total land area in the ACFL. This is exactly why we choose to live in Anacortes. It has greatly increased our quality of life. We hike, walk our dog, wildlife watch, study native plants, and generally enjoy the ACFL just about every single day.

However, all of these habitat and natural areas are not exactly pristine which the introduction also suggests. If the Park Department was more aware of the need to plan and manage outdoor recreation in wetlands and FWCHAs, more wildlife would use the ACFL and wildlife viewing would be far better. There would be more and better opportunities to

hotograph and view wildlife, which are two kinds of outdoor recreation that are growing rapidly in popularity as interest in hunting steadily declines.

Many of the same issues with trails are seen in Washington Park where user-made trails form mazes of trails along the bluffs along Burrow's Channel. Many of these trails are unmapped. They make walking the bluff difficult. It is easy to get off the marked and get lost. This maze of trails is destroying the unique and sometimes rare plant species that are found along the bluffs in Washington Park. Consolidating trails and then marking them so hikers are able to stay on a few designated trails would conserve many plants and improve the outdoor experience. I've lost my way in the maze of trails and I've helped others who were lost. More enforcement is also needed for dog leash laws to protect the wildlife habitat in Washington Park. The dirt trails around the bluff are the ones most people use who have their dogs off-leash.

The Introduction stresses the importance of complying with the spirit, intent and letter of the Growth Management Act (GMA). Of particular importance are goals nine and ten:

9) *Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.*

10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

balancing the desire of humans to have more opportunities for outdoor recreation with the need to protect and enhance wildlife habitat can be difficult. Requiring master plans for critical areas with wetlands and Fish and Wildlife Critical Habitat Areas (FWCHAs) could be a way to achieve a good balance that people would support. All parts of the ACFL are not equal in their value as wildlife habitat. The riparian areas are certainly some of the most valuable and fragile habitats. If wildlife biologists trained in management of recreation and knowledgeable wildlife viewers were actively involved in the master plan process, education could occur as plans were developed. People could learn how optimizing wildlife habitat can also increase opportunities for wildlife photography and viewing. It can actually be a win-win situation, rather than just a loss when a trail through an especially important wildlife area is closed. Both the ACFL and Washington Park are large enough for this to happen. If recreation, meaning trails and other facilities, were well-planned impacts on wildlife habitat could be greatly reduced while wildlife viewing would be improved.

ACFL Comprehensive Plan Update:

The Forest Advisory Board and staff have been holding public meetings, taking comments and revising the ACFL Comprehensive Plan for the past several months. Many changes to the document have been made. Recently some policy recommendations were made and we wanted to call this to the public's attention and invite comment. The following items were removed from the 2009 ACFL Comprehensive Plan:

Pg. 16. 5) The Forest Board should work with the Parks Board and other public entities to find places where dogs can be allowed off-leash in a trail setting and or with access to water. This process may take years of careful research and require significant input as to how best to accomplish this goal.

Pg. 32 5) Dog walkers were removed as a user group with representation on the ACFL Trail Committee.

The following items were added to the plan:

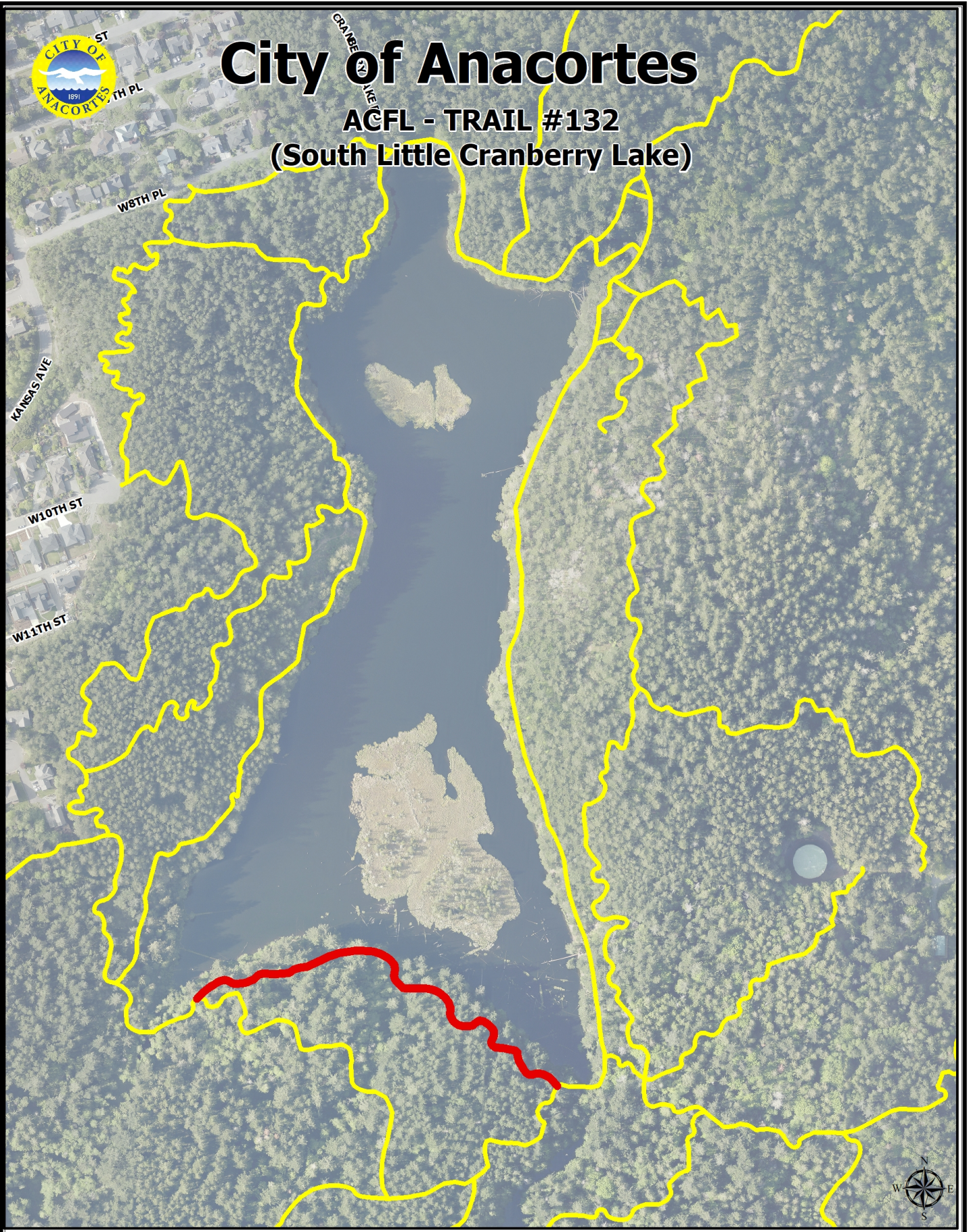
Pg. 16. 5) Commercial activities in the ACFL that do not violate existing policies may be permitted by the Parks and Recreation Director in consultation with the ACFL Advisory Board.

Pg. 37. Problems with algae and milfoil shall be addressed with this in mind but if manual removal is not effective, chemical herbicides may be used.



City of Anacortes

ACFL - TRAIL #132
(South Little Cranberry Lake)



Hunt, Marcia

From: noreply@civicclerk.com
Sent: Monday, October 18, 2021 2:11 PM
To: CityClerk
Cc: m.shawn.bell@gmail.com
Subject: Public Comment Submission

Submitted by: shawn bell
Email Address: m.shawn.bell@gmail.com

Commented on event: <https://anacorteswa.civicclerk.com/web/player.aspx?id=43>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Bob Vaux, Assistant Director Parks & Recreation, I would like to make some comments regarding the Anacortes Community Forest Lands (ACFL) and the Draft Anacortes Community Forest Lands Comprehensive Plan October 30, 2014. I have had the good fortune to study municipal forest lands through the Skagit College Environmental Conservation Program and have familiarized myself with the opportunity and responsibilities that municipalities face with the daunting task of forestry management. Most cities only need to manage trees in parks, so I applaud the city of Anacortes taking on this challenging endeavor. The ACFL trails are a staple to my weekly diet of fresh air and exercise and I spread my adventures throughout the entirety of the forest trail system. In the time I have been visiting the ACFL regularly I have noticed changes to the physical makeup of the trails as well as the constituency of its users. This past year of increased outdoor recreation due to the confines of our pandemic life the use seems to have increased dramatically. I can state with some assurance of accuracy that the trails are wider and new “folk” trails are appearing, mostly bicycle short-cuts. While I enjoy the solitude of the forest, I also get great pleasure in meeting others enjoying the forest and the knowledge that as more people realize the value of what they have through familiarity, so to comes ownership and responsibility. It is in this spirit I would like to address just a few items in the Draft. I would like to see the Anacortes Community Forest Lands Comprehensive Plan as a document that works less like a presentation to a public forum and more a working document. A few examples and suggestions. Please reformat to single column text rather than double column interspersed with photos, quotes, maps, etc. This request might seem simple, however it may have saved me tremendous time in trying to find the items that were removed from the previous document, neither were on the page number designated. Referring to page and line numbers in legal documents is quite helpful. I would also like to see the “restriction of use” more prominent, possibly in its own section and codified. Lastly on the overall layout of the document I would like to see the studies/statistic referenced, ie. use increase, etc., to be included in the addendum. These all seem to me just general document format fixes. As to the nuts and bolts of your update. It seems to me that much effort was spent in curtailing commercial activity, why would you allow use with approval of the Parks Director? Especially without much more than reference to existing policies, when I would think it would really be the restrictions that would matter. I strongly believe this wording should be excluded on pg.16 5). I believe you have already crossed the bridge with regards to chemical herbicides mentioned as an addition on pg.37 and I assume this is just to cover what already has occurred? And lastly removing dog walkers as a user group seems exceptionally strange as they currently seem to comprise a significant portion of the users. That hikers were changed to walkers is no big deal but do remember that persons with disabilities is a user group comprised within every other user group. What disability were you intending? I encourage all to fully read the Anacortes Community Forest Plan with the eyes of a forester and remember that are forest is much more than a park. Shawn Bell 1511 38th Street Anacortes Wa

Hunt, Marcia

From: Lunsford, Jonn
Sent: Monday, October 18, 2021 8:12 AM
To: Hunt, Marcia
Cc: Vaux, Bob
Subject: FW: ACFL plan

Another comment on the Forest Lands plan.

Jonn Lunsford
Anacortes Parks and Recreation
360-299-1953

*This communication is a public record and may be subject to disclosure
as per the Washington State Public Records Act, RCW 42.56.*

From: sara@saraholahan.com <sara@saraholahan.com>
Sent: Friday, October 15, 2021 12:23 PM
To: City Council <citycouncil@cityofanacortes.org>
Cc: Lunsford, Jonn <JonnL@cityofanacortes.org>
Subject: ACFL plan

Dear Council Members,

The Anacortes Community Forest Lands are a unique and precious resource for our town. Therefore I believe the Forest Management Plan should have the utmost importance and be a true guide for citizens and staff. The current update is already seven years past when it was worked on. Staff presented this to council as if it had been a huge effort, yet it does not appear to be very changed from the original 2009 document. The whole format of this plan could use improvement. If this was supposed to have been finished in 2014 and a new one done in 2019, when will we expect a revision?

I think there could be better clarity about comprehensive plans and management plans for ACFL. On the Parks website is the Management Plan from 1991. Is that something we use, or is that there for historical purpose?

I reviewed the draft ACFL Comprehensive Plan, and would like to offer the following comments.

1. There is no acknowledgement page indicating the people who were involved in this plan or update.
2. The document is presented in columns, which makes it very difficult to read digitally as you look at the different management areas. I recommend not using columns unless it enhances the data.
3. The very beginning of the plan states the purpose as seeing "what is and isn't working". However, there are no benchmarks, studies or analysis actually included in the document about how things have been done or how they can be done differently.
4. There is reference to work being done by "Forest Lands staff". Nothing in this document indicates that the city has or will create a position for forest lands manager. This is needed.
5. There is a lot of vague suggestions such as "resources will be available", "low density recreation", "encourage use by locals", "priority for residents". What do these mean and how would they be implemented?

A few specific areas that need clarification or corrections:

On page 4, paragraph 8 “The CEP will continue as long as there is land to conserve...and people willing to contribute to its protection” . I assume this is referring to the acquisition of more land, but without that it makes it unclear that the parcels already in easement are forever.

p.4 , paragraph 7 Reference to the Skagit Land Trust and Friends of AFCL should state that they are private non-profit groups.

p. 4, paragraph 10 states Friends have provided forest education for 20 years. That is the same number as the 2009 document. Did they stop doing education or should this be updated?

Page 8, first paragraph has repeated bullets.

Page 16, Other Uses, paragraph 5 “Commercial activities in the AFCL...”. This needs much more specification of what is allowed and how it would be implemented and should have approval of the Forestry Board, not just the Parks Director.

Page 17, Forest Advisory Board should include someone from Friends of the ACFL.

Sara Holahan

1511 38th St

Anacortes, WA 98221