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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

December 12, 2022
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
 - c. Public Safety Committee (Report)
 - d. Port / City Liaison Committee (Report)
 - e. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of December 5, 2022 (Action)
 - b. Approval of claims in the amount of \$791,129.91 (Action)
 - c. Contract Award: Bulk Fuel #23-003-ISD-001 (Action)
 - d. Contract Award: Purchase Police Vehicles #23-023-ERR-001 (Action)
 - e. Contract Award: 2023 Janitorial Services #23-025-FAC-001 (Action)
 - f. Contract Award: WWTP Annual Incinerator Emissions Testing #23-028-SEW-001 (Action)
6. **Other Business**
 - a. * Skagit Habitat for Humanity Proposed Project West 5th Street (Discussion)
 - b. * Amending the Qualifications for the Utility Discount Program and Adding to the Unified Fee Schedule (Discussion/Possible Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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.

- c. * Access Anacortes Fiber Internet- Quarterly Update (Report)
 - d. * Resolution 3105: City of Anacortes 2023 Legislative Priorities (Discussion)
 - e. * Resolution 3100: Establishing Real Property Purchase Checklist (Discussion/Possible Action)
 - f. Contract Award: Municipal Fiber Network Coordinated Services #23-021-FBR-001 (Discussion/Action)
 - g. * Contract Award: 2023 Prosecution Contract #23-029-LEG-001 (Discussion/Possible Action)
7. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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 - December 5, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of December 5, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present. Councilmember Anthony Young was absent. Mr. Carter moved, seconded by Ms. Hubik, to excuse the absence of Mr. Young. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update regarding the Tommy Thompson Trail Trestle project, announcing that state and US Army Corps of Engineers permits are close to being issued, after which construction would start soon thereafter. He then provided notice of the upcoming Winter Wonderland Walk on December 9-10 from 5-8pm at Washington Park Campground, Chamber of Commerce sponsored horse drawn trolley rides downtown on December 10th and 17th from 12-3pm, Anacortes Schools Foundation Celebrate the Season events at the Transit Shed December 10-11.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the introduction of Brian Walker, the new Wastewater Treatment Plant manager, an update of the 9th Street sidewalk construction project by the marina, the 2023 Pavement Management Program including an overlay project in Skyline covering 1.2 miles and costing \$1.1 million that was delayed from 2022 to 2023, a discussion of chip seal projects on Q Avenue and Fidalgo Bay Road, an automated water meter reading program update, and a draft water quality report.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held the previous Thursday. The topics discussed included proposed public safety ordinances and waste disposal and outreach efforts on T Avenue.

Fiber Committee

Mr. Walters reported from the Fiber Committee meeting held the previous week. The topics discussed included an update on current subscription numbers, daily installation rates, changes to the master service agreement regarding outages, establishing connectivity redundancy to mitigate the impact of an upstream outage, connection speed upgrades, and eliminating identified system single-point failures.

Planning Committee

Mr. Walters reported from the Planning Committee meeting with the Anacortes Arts Festival to discuss the proposed Arts Center. The topics discussed included a proposal to draft a new lease that would continue the principal terms of the existing lease for 30-50 years, depending on Arts Festival preference, with the lease amount remaining the same plus a consumer price index adjusted inflator provided they would use the space for first-run movies for the next four years or transition it to an Arts Center sooner subject to a lease amendment. Other details are being negotiated between legal counsel with the full proposed agreement set to come before the Council at a later date.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Mr. Walters removed Item 5.c., Contract Modification: Water Meter Antenna Design #22-082-WTR-001, from the Consent Agenda.

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

a. Minutes of November 28, 2022

b. Approval of claims in the amount of \$56,971.66

The following vouchers/checks were approved for payment:

EFT numbers: 104912 through 104929, total \$38,896.35

Check numbers: 104930 through 104938, total \$16,962.74

Wire transfer numbers: 314303 through 314311, total \$1,112.57

d. Tolling Agreement with the Port of Anacortes

e. Interlocal Agreement #22-281-LIB-001 with Skagit County for Library Materials

Contract Modification: Water Meter Antenna Design #22-082-WTR-001

Mr. Walters provided an overview of the contract, referring to the presentation shared with the Public Works Committee earlier in the evening and suggested that it be shared with the full Council for their information.

Mr. Walters moved, seconded by Ms. Moulton, to approve item 5.c. Contract Modification: Water Meter Antenna Design #22-082-WTR-001 as proposed. The motion carried unanimously by voice vote.

Other Business

Final Plat Approval - LPS-2020-0001 The Crossings Unit Lot Subdivision

Planning Manager, Libby Grage, introduced the proposed Final Plat for The Crossings Unit Lot Subdivision, referring to a presentation that was included in the packet materials for the meeting. Ms. Grage answered Councilmember questions. RYAN WALTERS moved, seconded by JEREMY CARTER, to approve Final Plat - LPS-2020-001 The Crossings Unit Lot Subdivision. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed.

Ordinance 4035: Oversize Parking; Ordinance 4036: Sidewalk Obstruction; and Ordinance 4037: Trespass on City Property

Councilmember Ryan Walters introduced proposed ordinances 4035: Oversize Parking, 4036: Sidewalk Obstruction, and 4037: Trespass on City Property referring to a handout that was included in the packet materials for the meeting.

Mayor Miller invited the public to comment on the agenda items.

Beth Bell of Anacortes asked about the included areas covered under Section 1.D.3. of the proposed Ordinance 4035, specifically a map of the Light Manufacturing (LM), Manufacturing and Shipping (MS), and Commercial Business District (CBD). Mayor Miller responded that a zoning map was not readily available for reference. Mr. Walters added that he proposed adding several areas to the proposed ordinance including the residential area around the Trident Seafoods Plant, the 'Marine Shipping' area on the other side of Commercial Avenue, and the Commercial Marine (CM) zone that includes some residential areas. Later in the meeting she asked how the oversized parking ordinance would affect individuals who come to Anacortes for large planned events such

as the Arts Festival, Shipwreck Days, Waterfront Festival, and the Farmers Market, saying that some attendees come in recreational vehicles and park them in residential areas, adding that she would like to ensure that they could still do that.

Kate Clark of Anacortes provided feedback regarding all three proposed ordinances, reminding the Council that under *Martin v. Boise* the City could not enforce anti-camping ordinances if there were not enough shelter beds available for the local homeless population, as it would be a breach of constitutional rights. She asserted that even though the proposed ordinance reduces the penalty from a misdemeanor to a civil infraction, there would be potential for someone to receive three such infractions within four hours, alleging that certain citizens would abuse the ordinance and call the police in rapid succession, thus creating more arrests. She then mentioned a recent incident involving the towing of a vehicle belonging to a homeless individual, which served as that person's primary residence, referring to such action as illegal as previously litigated by the Washington Supreme Court under the Homestead Act. She then read from *Martin v. Boise*, positing that the Sidewalk Obstruction ordinance violated the provisions of the decision that made it illegal to criminalize conduct associated with being homeless, namely for sitting, lying or sleeping on the streets, saying that the proposed ordinances were directly pushing against Eighth Amendment rights through technicalities. She urged the Council to consider this legal precedent and asked if the Council were ready for potential litigation. Related to the Trespass on City Property ordinance, she asked what training there would be for police officers who would be empowered to make the trespass determination. She then pointed out that 'unreasonably disruptive' is an incredibly vague term and could be abused depending on the circumstances, asking for more specificity.

Evan Saxton of Anacortes spoke of the three proposed ordinances. Regarding the parking ordinance, he asserted that the proposed legislation codifies that the parking space adjacent to private property is an extension of that owner's sole domain and that this is not acceptable being that it is a public roadway. He then referred to the 4-hour parking limit as unjustly affecting those who live in their vehicles, by requiring them to seek permission for parking beyond that timeframe from an adjacent property owner. With respect to the Sidewalk Obstruction ordinance, he commented that the provision regarding objects such as chairs or tables belonging to businesses needs further consideration, as this would require businesses to seek permits for such activity outside their concerns. On the Trespass on City Property ordinance, he echoed Ms. Clark's concern regarding a police officer's discretion to determine if a trespass violation would be warranted, and asked if it is the role of government to prescribe a code of conduct, as this seems much more open to interpretation and could be used to unfairly exclude an individual from a public place. He mentioned conversations with homeless individuals who have been trespassed from public restrooms, saying that this leaves these individuals with very few options for relief. He concluded by averring that the proposed ordinances should be rejected outright, but would re-consider them if they were softened considerably.

Mark McEathron of Anacortes spoke in favor of the proposed ordinances, as it would help the police in their efforts. He expressed appreciation for Mr. Walters' openness to including the north portion of T Avenue and Sixth Avenue in downtown as being part of residential areas. He mentioned his appreciation for what the Council are doing and urged them to make their decisions based on data, facts, and the impact these decisions will have over the next five to ten years, as they reflect the future and culture of the town they would like to maintain and create. He emphasized that the Council's decisions on issues such as stationary RVs, arresting drug distribution sites, potential hiring of additional police or fire personnel have an impact on whether people want to visit, patronize or own businesses, or live here. He added that the revenues from these activities give Anacortes the funding to provide support for the homeless, asserting that such aid should be given to those who truly do not want to be homeless, rather than giving them everything they need with no expectations or responsibilities, citing Seattle, Portland and San Francisco as examples of cities that had chased away residents, visitors, and businesses because of flawed policies.

Keiko McCracken of Anacortes asked about the allowable hours for using the sidewalk for sleeping or resting,

wondering if the Council had given consideration to seasonal differences including light and temperature when specifying the 10pm hour for allowing those without homes to put down bedding materials. She also pointed out that being homeless is immediately correlated to addiction and mental health issues, averring that many of those with homes face these same problems. She added that addiction and mental problems are recognized illnesses and poverty also correlates to higher rates of cancer, diabetes and heart disease, remarking that those conditions are somehow more socially acceptable to experience and those who experience the former conditions are vilified. She pushed back against the narrative that every homeless person is an addict, a pedophile, or in a mental health crisis, acknowledging that some definitely are because poverty and homelessness are conditions that no one wants to experience.

Rochelle Kealoha of Anacortes expressed that the future and culture of Anacortes should be one of caring for everyone equitably, asserting that the city is failing the community and the people who most need support. She added that efforts should be judged on how every member of the community is dealt with, regardless of status, and cited the efforts of selfish 'NIMBY's' who favor ridding the community of humans that should be cared for, declaring that this does not make those who advocate for marginalized communities crazy. She criticized Councilmember Walters for targeting a specific community on T Avenue as an effort to address concerns over public perception and garner votes. She advocated for an approach that treats everyone with dignity, remarking that the proposed ordinances purposefully target marginalized communities.

Ordinance 4035: Oversize Parking

Ms. Moulton asked for the reasoning behind the four-hour time limit on parking of oversized vehicles. Mr. Walters responded that the time period was somewhat arbitrary, but was chosen to consider what a police officer could encounter in a single shift, as the 72-hour timeframe made it so that violators could be illegally parked for up to a week before it could be verified by different shifts that the vehicle was in violation of the 72-hour period. He added that the objective is to prevent recreational vehicles and other oversized vehicles from being parked on residential streets to improve safety and prevent them from staying overnight. Ms. Moulton replied that the 72-hour limit would still apply to regular-sized vehicles, and recommended that the Council consider another time period such as 6 or 8 hours, terming the 4-hour period as arbitrary and short. Mr. Walters added that the 4-hour period is consistent with the parking limit downtown. Mr. Carter asked if an oversized vehicle could park for longer than four hours with the adjacent property owner's permission. Mr. Walters responded that the proposed ordinance provided for a time period of up to 72 hours with the permission of the adjacent property owner. Mr. McDougall expressed uncertainty over the 4-hour time limit. Mr. Walters pointed out that an 8-hour time period would not fit in a single officer's shift, but that it could be coordinated between shifts to check on a suspected vehicle to ensure code compliance. He added that he agreed that homelessness does not immediately correlate with addiction or mental health and that efforts to solve homelessness have been a failure to this point. He then referred to *Martin v. Boise*, clarifying that the decision only prevents municipalities from enacting and enforcing camping ordinances that criminalize sleeping, standing and sitting in all public places and that the decision also provided that criminalizing homeless individuals for sleeping in public places is not a viable solution to the problem. He stated that the goal of the ordinances is to regulate behavior not to prohibit the existence of homeless people in Anacortes, doubting that the proposed ordinances would change behavior, but would provide law enforcement with a tool to use when there is a problem. He expressed he would be in favor of changing the time period to something other than four hours, and that the proposed ordinance needed changes to account for where there are no sidewalk curbs or unimproved right-of-way and suggested a complete re-write of the parking chapter of the municipal code. Ms. Cleland-McGrath asked Police Chief, Dave Floyd, to explain how the four hour limit would best fit with police department operational capacity. Chief Floyd responded that with the proposed addition of a part-time parking enforcement officer in 2023 that he could not accurately predict what time period would work best and added that his department is currently working on a re-write of the parking chapter of the municipal code and would support Mr. Walters' proposal to make the 72-hour parking violation an infraction to bring it in line with the rest of the code. Ms. Moulton asked what would happen to the oversized vehicle that violates the four-hour time limit.

Chief Floyd responded that the vehicle owner would be issued a citation for the infraction under the City ordinance that would have an associated monetary fine. Ms. Moulton followed up by asking what if the vehicle remained beyond the four-hour period. Chief Floyd responded that it would involve towing the vehicle as a last resort, but that the department would work with the owner to find an acceptable solution. Ms. Moulton expressed a belief that the Anacortes Police Department has a culture that is compassionate and kind, and works with people to get needed aid. She added that the level of de-escalation training on the force qualifies them to better determine a trespassing violation than a department head. Ms. Cleland-McGrath asked if parking enforcement would be based on citizen complaints or regular patrols. Chief Floyd responded that it would be the former until additional staff comes on board to assist with parking enforcement, adding that one potential challenge would be identifying the resident who gave permission for a vehicle owner to remain beyond 72 hours. Mr. Walters responded that it would most likely be the adjacent property owner who would complain about a parked vehicle, so the question of whether permission was granted could be easily worked out. Mr. Walters proposed moving on to the next ordinance, and bringing a map for the follow-on discussion to identify specific affected zones.

Ordinance 4036: Sidewalk Obstruction

Mr. Walters pointed out that the proposed hours prohibiting sleeping on the sidewalk between 8am and 10pm were modeled on the City of Bellingham's ordinance and could be amended to reflect something different, acknowledging that Ms. McCracken had brought up a valid point with respect to 10pm being very different depending on the season. Ms. Moulton expressed support for moving the hours limiting sleeping earlier to 8pm or 9pm and added that she wanted the reference to 'low-income' replaced by 'people' or maybe making a reference to children in the third recital of the proposed ordinance. Mr. Walters recommended adding that sitting or lying down could be permitted in the event of a mental health emergency. Mayor Miller announced that the ordinance would be brought back before the Council with the requested edits.

Ordinance 4037: Trespass on City Property

Mr. Walters pointed out that the proposed ordinance is based on a Port Townsend ordinance, adding that the proposed code of conduct includes prohibitions on dangerous, illegal and unreasonably disruptive behavior, which includes unreasonably hostile or aggressive language or gestures, unreasonably loud vocal expressions, or unreasonably boisterous physical behavior. He continued saying that there are exceptions for any constitutionally protected actions or speech and is cited by the Municipal Research and Services Center (MRSC) as an exemplary ordinance that protects individual due process rights when excluded from government facilities. Ms. Moulton expressed appreciation for the clarity of the language in the ordinance, supporting adoption. Chief Floyd asked that the time period be amended to one year for consistency. Mr. Walters responded that MRSC required a progressive time scale and that it may not be possible to have a single time period and added that the proposed ordinance does not apply to public streets and sidewalks, as those are regulated under separate code provisions. Mr. McDougall and Ms. Moulton expressed support for the progressive time schedule. Ms. Moulton added that she appreciated the appeal process included in the ordinance. Ms. Hubik wondered what the option for delivering the trespass violation would involve. Chief Floyd responded that they would use any of the standard personal service methods as recognized by the court, such as certified mail or delivered in person.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve Ordinance 4037: Trespass on City Property as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4033: 2023-2028 Capital Facilities Plan (CFP)

Mr. Hoglund re-introduced the proposed ordinances. Mr. Walters asked if the solid waste containers could be rolled into equipment rental and replacement (ER&R) under the CFP due to regular replacement of those units, somewhat similar to vehicles. Mr. Hoglund responded that he was unsure of the replacement schedule for these

containers and thought that the life-cycle planning for them could be distinctly different than that of vehicles. Mayor Miller pointed out that the materials presented in the agenda packet matched what is available in OpenGov. Mr. Walters advocated for annual review of inventory of conditions and capacities, inclusion of projected real estate excise tax revenues, expected spending based on planned projects, general revenue, utility user fees, required system or facility maintenance costs all to be included in an outline that could be used by staff as a guide when constructing the 2024 CFP. He expressed doubts about the efficacy of OpenGov and advocated that the City find alternate means to better demonstrate the linkages between funding and planned projects. Mayor Miller expressed confidence that the CFP is above average when compared to other municipalities, but acknowledged that there is always room for improvement and welcomed the idea of better inventory management. Ms. Cleland-McGrath added that an overview narrative and punch list of prioritized projects will be included to inform the public and memorialize the City's priorities for that year. Ms. Moulton expressed agreement with Mr. Walters and Ms. Cleland-McGrath.

BRUCE MCDOUGALL moved, seconded by CHRISTINE CLELAND-MCGRATH, to adopt Ordinance 4033: 2023-2028 Capital Facilities Plan. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed.

Ordinance 4034: 2023 Budget

Mr. Hoglund reminded the Council that the edits, including the training budget, additional funds for Community Action and funding for the ballot initiative, were included in the draft ordinance presently before the Council. Mr. Walters advocated that more detailed materials normally included in the budget book be available to the Council and public during the budget review and adoption process, providing more in-depth background and associated policies be included in the 2024 budget. Mayor Miller agreed that this would be an appropriate topic to address at the upcoming Council retreat. Mr. McDougall expressed appreciation that the funding for Skagit Community Action was included in the current budget and highlighted the \$700,000 allocated to affordable housing, reflecting that such funding did not exist in budgets as late as 2019, and pledged to keep working on those issues. Mayor Miller mentioned that staff had recently met with Skagit Community Action and would be bringing the proposed contract to the Council in the near term. Mr. Walters pointed out that the affordable housing line item in the budget is there as a result of the ballot measure approved by the community, adding that he thought that the community still desires to do more to address the issues, though it is incumbent upon the Council to continue to provide the community with proposed solutions. He concluded by mentioning that he welcomes public comments and appreciates them, even if they are personally insulting. Mayor Miller added that you are seeing the results of the affordable housing measure with new developments being constructed and some near completion.

CHRISTINE CLELAND-MCGRATH moved, seconded by BRUCE MCDOUGALL, to adopt Ordinance 4034: 2023 Budget. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3103: Levy Lid Lift

City Attorney, Darcy Swetnam, re-introduced Resolution 3103: Levy Lid Lift referring to a presentation that was included in the packet materials for the meeting. She responded to Councilmember questions. Mr. Walters pointed out that ongoing costs should be included.

Mayor Miller invited the public to comment on the agenda item.

Evan Saxton of Anacortes commented on the addition of five police officers, asserting that recent rhetoric from local leaders and discussions during recent community meetings citing that Anacortes is riddled with crime is ridiculous. He added that allowing that narrative to continue is risky and potentially destructive, citing that the proposed addition coupled with recent staff additions earlier in the year amount to a thirty-three percent

increase in the size of the Anacortes Police Department. He doubted that these increases were based upon crime statistics, but rather best practices offered by the police union organizations and that their recommended staffing was not necessarily in accordance with the needs of the community. He pointed out that this increase was very aggressive and based on desire, doubting that crime had increased at a corresponding rate and adding that, if so, it was incumbent on community leaders to present supporting justification.

Mr. Walters pointed out that the increase in call volume and complexity, not crime, is a compelling reason to add five police officers, citing recent legislative measures that have changed how law enforcement approaches complex situations. He acknowledged that there is work to do to establish a case for the increases and that it is a noticeable expense, but that there is not sufficient money in the budget to fund these positions. He pointed out that cutting the museum entirely would not pay for these positions, adding that having a safe community is well worth the investment. He expressed support for approving the resolution as presented and including it in the April 2023 ballot and implementing it in January 2024. Ms. Hubik pointed out the emphasis on level of service and response times, citing the need for de-escalation training and compassion for better handling domestic violence and behavioral health calls, allowing for public safety personnel to spend as much time as is needed to adequately address these complex and potentially traumatic situations. Mr. Walters commented that he is not motivated to move this measure ahead because of the individuals on T Avenue, asserting that a police response to homelessness is inappropriate and the initiative stands apart from those issues. He acknowledged that the Police and Fire departments have a role because they both employ social workers. He specified that the role of the police is to respond to crimes and mentioned reading about increased instances of crimes related to weapon use and expressed a desire to have a well-staffed police department rather than one that operates on a constrained budget. Mr. McDougall asked for an explanation of the step function method of staffing. Chief Floyd responded that domestic violence calls require more officers to be safely handled and detailed a typical call scenario in which additional assessment requirements to safeguard the victim(s) and the firearms accounting process have substantially increased the amount of time required for responding officers.

RYAN WALTERS moved, seconded by JEREMY CARTER, to Approve Resolution 3103: Levy Lid Lift as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed.

Adjournment

There being no further business, at approximately 8:11 p.m. the Anacortes City Council meeting of December 5, 2022 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 December 12, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314729	9/18/2022	71560878	INGRAM LIBRARY SERVICES, LLC	CHILDREN'S BOOKS	\$ 58.01	publib
314728	9/25/2022	71648211	INGRAM LIBRARY SERVICES, LLC	INGRAM BOOKS CHILDREN'S	\$ 669.49	publib
314283	9/30/2022	744	WIDENER & ASSOCIATES	FEMA COORDINATION	\$ 5,353.40	pw1
314238	10/17/2022	BI-0358117	GRANICH ENGINEERED PRODUCTS	MECHANICAL SEALS FOR HSPS PUMP 5 PULL	\$ 4,358.10	dwtp
314444	10/25/2022	R259139	CORE & MAIN LP	8X8 SS TAP SLV	\$ 1,099.65	wdist
314702	10/29/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 21.55	hr
314245	10/31/2022	20221008	SKAGIT COUNTY PUBLIC WORKS	MUTUAL ASSISTANCE - 2022 CAPE SEAL	\$ 23,968.36	pw1
314280	10/31/2022	781	WIDENER & ASSOCIATES	FEMA COORDINATION	\$ 1,363.20	pw1
314281	10/31/2022	783	WIDENER & ASSOCIATES	PERMITTING SERVICES	\$ 2,013.00	pw1
314461	11/1/2022	329672A	BAY CITY SUPPLY	SUPPLIES	\$ 210.89	pwfac
314462	11/1/2022	329676A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 92.96	pwfac
314463	11/1/2022	329746	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 437.25	pwfac
314695	11/2/2022	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE	\$ 336.00	hr
314381	11/7/2022	10202	RUBBER GRANULATORS INC	P & LT TIRES FOR EQUIP #90009	\$ 240.00	dshop
314588	11/8/2022	2837988	FOSTER GARVEY PC	MATTER: GENERAL - REAL ESTATE ISSUES	\$ 357.50	legal
314686	11/10/2022	329319	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 615.46	pwfac
314279	11/10/2022	INV-001063	ACE CLEAN	SENIOR CENTER FLOOR CLEANING & WAXING	\$ 6,120.00	pw1
314242	11/11/2022	17092-21	H W LOCHNER, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING - 10/15 - 11/11/22	\$ 8,068.16	pw1
314349	11/14/2022	RE 41 JA2711 L175	WASHINGTON STATE DEPARTMENT	SIGNAL LIGHT MAINTENANCE OCTOBER	\$ 44.26	dshop
314391	11/15/2022	2654847	PETTY CASH FUND	MUSEUM - PETTY CASH	\$ 21.72	museum
314547	11/15/2022	516747	DOG WASTE DEPOT	DOG WASTE BAGS FOR PARKS	\$ 7,274.40	parks1
313939	11/15/2022	PSO052244-1	SONSRAY MACHINERY, LLC	LATCH VEH #406	\$ 35.29	dshop
314721	11/17/2022	88419	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THROUGH OCTOBER 30, 2022	\$ 16,830.49	dwtp
314073	11/17/2022	PSO052823-1	SONSRAY MACHINERY, LLC	VEH #406 HANDLE	\$ 40.30	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314591	11/18/2022	114714	VECA ELECTRIC & TECHNOLOGIES	WWTP EFFLUENT PUMP STATION HEAT TRACE	\$ 43,885.50	dwwtp
314703	11/19/2022	Reimblindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 11.85	hr
314314	11/20/2022	9921067476	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 10/21-11/20/22	\$ 1,223.27	dwwtp
314239	11/21/2022	114722	VECA ELECTRIC & TECHNOLOGIES	DISCONNECT/RECONNECT MOTOR - HSPS PUMP 5	\$ 4,118.50	dwwtp
314575	11/21/2022	BC1759698	GALLS, LLC.	AC COLLAR BUGLES	\$ 33.29	medic
314354	11/22/2022	1075899	FERGUSON ENTERPRISES, INC	OMNI REGISTERS	\$ 1,500.79	wdist
314545	11/22/2022	14065316	PAPE MACHINERY INC.	SWITCH VEH #422	\$ 39.15	dshop
314542	11/22/2022	1973962	MILES SAND & GRAVEL CO.	5/8 ROCK SALES	\$ 396.04	dshop
314125	11/22/2022	331007	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,517.11	pwwfac
314384	11/23/2022	0001-281793	NAPA	FILTER VEH #213	\$ 57.59	dshop
314383	11/23/2022	0517-049606	NAPA	FILTER VEH #018A	\$ 27.15	dshop
314386	11/23/2022	0517-049625	NAPA	DEXVIAT	\$ 60.71	dshop
314696	11/23/2022	1154635597	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE	\$ 589.00	hr
314567	11/23/2022	410803	SUN BADGE CO.	METAL BADGES FOR UNIFORMS	\$ 659.50	apd
314241	11/23/2022	46973	VAN'S EQUIPMENT CO	BUCKET #4001	\$ 1,623.57	dshop
314598	11/23/2022	862014	HASA, INC	SODIUM HYPOCHLORITE	\$ 5,049.25	dwwtp
314555	11/23/2022	INV054760	TRAFFIC SAFETY SUPPLY CO. INC	WATER OVER ROADWAY SIGNS	\$ 462.56	dshop
314379	11/23/2022	R936327	CORE & MAIN LP	SUPPLIES	\$ 6,974.53	wdist
314540	11/26/2022	218415	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 321.90	wdist
314541	11/26/2022	218416	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	\$ 971.95	wdist
314538	11/26/2022	218417	LAKESIDE INDUSTRIES, INC.	ROCK SALES 5/8 & 3/4	\$ 658.28	wdist
314539	11/26/2022	218418	LAKESIDE INDUSTRIES, INC.	ROCK SALES 5/8 & 3/4	\$ 234.90	wdist
314455	11/28/2022	222268	BLYTHE MECHANICAL, INC	HVAC REPAIR @ PUBLIC SAFETY BUILDING	\$ 262.75	pwwfac
314306	11/28/2022	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 11/28-12/27/22	\$ 90.45	apd
314352	11/28/2022	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 10/28-11/28/22	\$ 84.03	finance
314440	11/28/2022	360-299-0973-1017915	ZIPLY FIBER	WWTP 11/28-12/27/22	\$ 472.73	dwwtp
314723	11/28/2022	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 11/28-12/27/22	\$ 61.56	publib
314353	11/28/2022	360-299-3674-021417	ZIPLY FIBER	OPS 11/28-12/27/22	\$ 75.03	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314305	11/28/2022	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 11/28-12/27/22	\$ 77.75	apd
314388	11/28/2022	6035	GRINDLINE SKATEPARKS INC	SKATE PARK DESIGN AND BID DOCUMENTS - NOVEMBER 2022	\$ 17,488.65	parks1
314243	11/28/2022	WO221963	BLYTHE MECHANICAL, INC	EQUIPMENT REPLACEMENT	\$ 23,361.54	pw1
314387	11/29/2022	0001-282040	NAPA	2 INCH CLAMP	\$ 16.58	dshop
314708	11/29/2022	10536727	NAVIA BENEFIT SOLUTIONS, INC	NOVEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 128.65	hr
314445	11/29/2022	1159804	FERGUSON ENTERPRISES, INC	MC PKG SR2 5/8	\$ 221.57	wdist
314577	11/29/2022	1271463	LIFE ASSIST, INC	LUMEN INBP TUBING	\$ 615.29	medic
314726	11/29/2022	221500	T-SHIRTS BY DESIGN	PRIDE IN SERVICE AWARDS	\$ 2,327.23	hr
314460	11/29/2022	331007A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 759.32	pwfac
314597	11/29/2022	50744592	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,600.11	dwtp
314589	11/29/2022	GC0009243	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 1,313.49	legal
314704	11/29/2022	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 49.99	hr
314593	11/29/2022	ReimbMackay	MACKAY, ROBERT	REIMBURSEMENT FOR GLOVES	\$ 93.93	dwtp
314437	11/30/2022	0294014-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 1,982.15	dwwtp
314720	11/30/2022	10698010	LANGUAGE LINE SERVICES, INC	LANGUAGE INTERPRETER TELEPHONE SERVICE COURT DAYS	\$ 23.32	court
314716	11/30/2022	10923	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - OCTOBER 2022	\$ 5,527.50	pw1
314385	11/30/2022	1695603	POLYDYNE, INC	CLARIFLOC WE-785 POLYMER FOR INCINERATOR	\$ 3,753.60	dwwtp
314595	11/30/2022	19025	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 10/16/22-11/15/22	\$ 6,732.93	pw1
314596	11/30/2022	19026	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT - 10/10/22-11/15/22	\$ 2,550.00	plan
314537	11/30/2022	2110119	UTILITIES UNDERGROUND LOCATION	NOVEMBER LOCATE TICKETS	\$ 254.13	dshop
314447	11/30/2022	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD ST LIGHT 10/29-11/30/22	\$ 140.69	dshop
314713	11/30/2022	224893	INFOSEND, INC.	NOVEMBER 2022 PROCESSING	\$ 3,803.47	finance
314585	11/30/2022	44240	NORTHWEST FENCE	18TH STREET & D AVENUE POND FENCING	\$ 14,575.94	pw1
314705	11/30/2022	4628	SIGNDOG NW	LTAC CITY CHRISTMAS LIGHTING INSTALLATION	\$ 5,929.60	plan
314565	11/30/2022	626368	PROFORCE LAW ENFORCEMENT	FIREARMS-PISTOLS FOR PATROL	\$ 7,860.81	apd
314566	11/30/2022	626369	PROFORCE LAW ENFORCEMENT	FIREARMS-RIFLE LIGHTS	\$ 559.08	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314543	11/30/2022	773072	REECE, STORMIE	DEPOT MONTHLY JANITOR SERVICES-NOVEMBER	\$ 924.00	parks1
314438	11/30/2022	848926	CARDIO PARTNERS INC.	FA/CPR/BBP TRAINING 2022	\$ 8,088.98	dwwtp
314599	11/30/2022	98074111	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,399.67	dwwtp
314536	11/30/2022	B16183222	SHI INTERNATIONAL CORP.	2022 - MULTIPLE WINDOWS PLATFORMS	\$ 826.53	infosys
314570	11/30/2022	CL52504	REISNER DISTRIBUTOR INC	VEHICLE FUEL - NOV 2022	\$ 28,204.60	finance
314573	11/30/2022	IN948849	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - NOVEMBER 2022	\$ 7,676.87	fiber
314730	11/30/2022	NOVEMBER 2022	KORTERUD, WAYNE D	INDIGENCY SCREENING	\$ 415.00	court
314574	11/30/2022	P0001-74	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - OCTOBER 2022	\$ 126.00	dwwtp
314347	11/30/2022	PA-CEC NOV22	SKAGIT LAW GROUP, PLLC	PROS ATTY SERV NOV 2022	\$ 6,560.00	attorney
314587	11/30/2022	Pay App 5	C JOHNSON CONSTRUCTION, INC	2022 WATERLINE REPLACEMENTS	\$ 174,612.04	pw1
314715	11/30/2022	PS-INV103335	WHITNEY EQUIPMENT CO INC	PUMP STATION MAINTENANCE	\$ 219.21	dwwtp
314717	11/30/2022	PS-INV103343	WHITNEY EQUIPMENT CO INC	PUMP STATION MAINTENANCE	\$ 261.45	dwwtp
314603	11/30/2022	U2216057334	ICONIX WATERWORKS INC	GASKET	\$ 9.91	dwtp
314576	12/1/2022	10624	PORT OF ANACORTES	MOORAGE FOR MARINE 29 - DEC	\$ 385.61	medic
314699	12/1/2022	11/25/2022	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 10/25-11/25/22	\$ 21.76	apd
314392	12/1/2022	112276	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 330.00	finance
314602	12/1/2022	112281	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 132.00	dwwtp
314706	12/1/2022	12/01/2022	CANVAS OUTFITTERS	MAINTENANCE W.T. PRESTON	\$ 1,154.74	museum
314556	12/1/2022	135403	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING	\$ 135.00	parks1
314572	12/1/2022	1395702-0043-8	WASTE MANAGEMENT	NOVEMBER 2022 CONTRACTED SERVICES	\$ 129,579.35	finance
314731	12/1/2022	15	ISLAND HOSPITAL	AMBULANCE SUPPLIES: MARCH 1 - OCTOBER 31	\$ 17,598.20	medic
314453	12/1/2022	200012505505	PUGET SOUND ENERGY INC	WTP 11/1-11/30/22	\$ 68,740.77	dwwtp
314718	12/1/2022	2022-0081	COMMUNITY ACTION OF SKAGIT CTY	2022 COMMUNITY ACTION AGENCY OF SKAGIT COUNTY AGREEMENT	\$ 10,000.00	plan
314454	12/1/2022	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 10/28/22-11/30/22	\$ 8,413.88	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314452	12/1/2022	251658H-2	BIRCH EQUIPMENT CO., INC	INTAKE TRANSFORMER: GENERATOR FOR INTAKE	\$ 6,304.74	dwtp
314581	12/1/2022	2572	OAB ENGINEERING, LLC	INTERNET SERVICE 29-3: DECEMBER	\$ 150.00	medic
314459	12/1/2022	3314664	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 633.14	pwfac
314693	12/1/2022	4119781	LTI, INC.	ROAD SALT - DEICER	\$ 6,276.81	dshop
314714	12/1/2022	44202110	TWO RIVERS TERMINAL, LLC	PUMP STATION CHEMICALS	\$ 9,186.04	dwwtp
314439	12/1/2022	5066235937	RICOH USA, INC	S/N C86150637 CARNEGIE 9/1- 11/30/22	\$ 51.41	museum
314441	12/1/2022	5066235969	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 9/1-11/30/22	\$ 66.57	publib
314442	12/1/2022	5066236410	RICOH USA, INC	S/N C86111493 COURT 9/1- 11/30/22	\$ 78.66	finance
314443	12/1/2022	5066236414	RICOH USA, INC	S/N C86152062 HR COPIES 11/1- 11/30/22	\$ 10.12	finance
314560	12/1/2022	5066236671	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 11/1-11/30/22	\$ 30.96	apd
314559	44896	5066236674	RICOH USA, INC	S/N C86138600 APD HALLWAY	\$ 35.00	apd
314698	12/1/2022	654683	SAN DIEGO POLICE EQUIP CO INC	AMMUNITION - TRAINING	\$ 1,531.56	apd
314583	12/1/2022	AN 855483	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 122.81	medic
314380	12/1/2022	OP-23Walker6686	DEPARTMENT OF ECOLOGY	OPERATOR RENEWAL	\$ 98.00	dwwtp
314382	12/1/2022	ReimbHiles	HILES, BRANDON	OPERATOR REIMBURSEMENT OPII CERTIFICATION	\$ 67.00	dwwtp
314446	12/2/2022	0001-282365	NAPA	SEALER, SILICONE DRILL BIT	\$ 39.89	dshop
314592	12/2/2022	0001-282415	NAPA	OIL FILTER	\$ 8.33	dshop
314586	12/2/2022	1159809	FERGUSON ENTERPRISES, INC	SRII CHAMBERS	\$ 583.11	wdist
314724	12/2/2022	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 11/2- 12/2/22	\$ 9.97	publib
314725	12/2/2022	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 11/2- 12/2/22	\$ 20.73	publib
314707	12/2/2022	22-001	SPEEDCOM TRAINING LLC	FUSION SPLICING TRAINING	\$ 4,500.00	fiber
314688	12/2/2022	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD STREETLIGHTS 11/2-12/2/22	\$ 7.84	dshop
314685	44897	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS 11/2-12/2/2022	\$ 3.99	dshop
314551	12/2/2022	221521	T-SHIRTS BY DESIGN	REC PROGRAM SHIRTS	\$ 143.62	pkrec
314689	12/2/2022	300000006951	PUGET SOUND ENERGY INC	STREETLIGHTS 10/29-11/30/22	\$ 461.43	dshop
314690	12/2/2022	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 10/1-11/1/22	\$ 12,946.47	dshop
314687	12/2/2022	300000325005	PUGET SOUND ENERGY INC	STREETLIGHTS 10/7-11/7/22	\$ 104.02	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
314684	12/2/2022	300000340004	PUGET SOUND ENERGY INC	STREETLIGHTS 10/29-11/30/22	\$ 81.90	dshop
314554	12/2/2022	I23003001	WASHINGTON STATE PATROL	REC PROGRAM BACKGROUND CHECKS	\$ 77.00	pkrec
314553	12/2/2022	I23003200	WASHINGTON STATE PATROL	SENIOR CENTER BACKGROUND CHECKS	\$ 22.00	pkrec
314558	12/3/2022	00005W5A83492	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 12-3-22	\$ 35.92	apd
314691	12/5/2022	0001-282529	NAPA	MINI RELAY 5PIN	\$ 22.11	dshop
314564	12/5/2022	12-5	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
314530	12/5/2022	1570	LAW OFFICE OF CARA LORENZO	PUB DEF CONF	\$ 234.00	court
314531	12/5/2022	1571	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 105.00	court
314532	12/5/2022	1572	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 7.50	court
314533	12/5/2022	1573	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 7.50	court
314534	12/5/2022	1574	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 97.50	court
314535	12/5/2022	1575	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 97.50	court
314571	12/5/2022	22-150-TLM-001	LUNZ, MARK	FIBER LAYDOWN SPACE - 6/1/22-11/1/22	\$ 3,946.13	dwtp
314594	12/5/2022	22612.00-3	GRAY & OSBORNE INC	TOMMY THOMPSON TRAIL TRESTLE RESTORATION - CONDITION SURVEY & DESIGN	\$ 99.53	parks1
314719	12/5/2022	2295	THE CLEAN TEAM	2022 JANITORIAL SERVICES - NOVEMBER 2022	\$ 4,300.00	pw1
314692	12/5/2022	2296	THE CLEAN TEAM	LTAC CLEAN TEAM INVOICE #11	\$ 1,800.00	plan
314590	12/5/2022	98525	MCCULLOUGH HILL LEARY, PS	A AVENUE LANDFILL MATTER NO. 200	\$ 330.00	legal
314700	12/6/2022	7341-1	ANACORTES TOWING, LLC	TOWING; APD CASE 22-A08830	\$ 204.00	apd
314697	12/6/2022	AMP INV #3	ANACORTES MUSIC PROJECT	LTAC ANACORTES MUSIC PROJECT INV #3	\$ 10,734.83	plan
	Total				\$ 791,129.91	



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Bulk Fuel #23-003-ISD-001

Staff Contact(s): WIL LUDEMANN, Henry Hash

<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 to Reisner Distributor for the purchase and delivery of Bulk Fuel, for a contract term of one year from January 1, 2023-December 31, 2023, with an option to extend the contract on a year-to-year basis up to four (4) additional years with no change in rates and pricing.

Background:

1. **History:** This contract is needed to ensure we have access to bulk fuel for emergencies as well as generators. We have large 50,000 gallon storage at the WTP that we need to keep full, as well as all of our 28 generators around town. This contract also gives us the option of selling back aged fuel so that we can keep reliable fuel in our units. Without this contract we would have to bid fuel each time we need a tank topped off.
2. **Key Terms:**
 - The vendor's Differential Rate is firm for the life of the contract, but the total price per delivery will fluctuate during the life of the contract based upon Oil Price Information Service (OPIS) Daily "Contract" Average rack prices correlated to the actual delivery date.
 - Contract is from January 1, 2023-December 31, 2023, with an option to extend the contract on a year-to-year basis up to four (4) additional years with no change in rates and pricing.
3. **Competitive Bidding:** On November 16, 2022 the City [solicited bids](#) for the subject contract with a bid submittal deadline of December 1, 2022. One bid was received by the bid deadline from Reisner Distributor, who was determined to be the lowest responsible bidder.

Budget Impact:

Vendor	Reisner Distributor
BARS #	501.790.548.62.32
Budget Amendment Required?	No
Start Date	1/1/2023
End Date	12/31/2023

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-003-IDS-001 with Reisner Distributor for the purchase and delivery of Bulk Fuel.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-003-IDS-001



CONTRACT 23-003-IDS-001
Between
THE CITY OF ANACORTES
AND
REISNER DISTRIBUTOR

BULK FUEL

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Reisner Distributor, a private company at 310 Commercial Ave, Anacortes, WA 98221 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver goods in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid Bulk Fuel #23-003-IDS-001" issued November 16, 2022, which is hereby incorporated by reference and made a part hereof.

2. **COVID-19 Safety Requirements Compliance.** The Supplier, and its sub-Suppliers 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 and City of Anacortes' Mayor's Office as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The City agrees to pay for said services and supplies in accordance with rates set forth in the attached Supplier's Bid Form and all other terms set forth in the Contract Documents.

4. **Contract Term.** The contract period is from January 1, 2023-December 31, 2023. The City may, at its option, extend the contract on a year-to-year basis up to four (4) additional years with no change in rates and pricing.

5. **Acceptance.** Supplier acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other Contract relating to the provision of goods and/or related services by Supplier. 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.

6. **Materials/Equipment.** The materials/equipment so delivered shall conform to specifications provided in the above-mentioned documents, shall be merchantable and of high quality, and fit for the purposes of use intended by the City.

7. **Delivery and Risk of Loss.** Title shall pass to the City upon delivery to designated City location. Risk of loss, destruction or damage to the equipment shall be on the Supplier until title passes to the City.

8. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier'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.

9. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, and Contract Number. Invoices shall be itemized, showing the OPIS Price, the Differential Rate, and Total Price per Gallon Price. Invoices or attached reporting listing each purchase must include:

- a) Date and time of purchase; amount & type of fuel purchased, OPIS price per gallon, and extended price per unit including Supplier's Differential Rate.
- b) Separated information in part (a) according to location and equipment number.
- c) Separated & clearly identifiable equipment number & associated tax charges listed individually.

Supplier must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any

objections or disputes with the invoice. The Supplier 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.

10. **Withholding Payment.** In the event the City determines that the Supplier 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 Supplier 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 Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier 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 Supplier 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 Supplier 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 Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

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

12. **Defense and Indemnity.** The Supplier 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 the Contract, except for injuries and damages caused by the sole negligence of the City.

13. **Insurance Requirements**

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier 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 Supplier shall obtain insurance of the type and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

E. Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Supplier. Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Pollution Liability shall cover bodily

injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Supplier's Pollution Liability insurance is written on a claims-made basis, the Supplier warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

The City shall be named by endorsement as an additional insured on the Supplier's Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Supplier must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

G. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or 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 Supplier's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier **within 10 calendar days of contract execution** and before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier shall provide the City with written notice of any policy cancellation, within One business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier 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 Supplier 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 Supplier from the City.

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

14. **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 Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier 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 Supplier 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 Supplier 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 Supplier of his/her obligations or responsibilities under the Contract.

15. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E"

of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

16. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subSupplier shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

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

18. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant 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 Supplier. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

19. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Supplier shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

20. **The City's Right to Terminate Contract.**

A. **Termination for Default:** If the Supplier defaults by failing to perform any of the obligations of the Contract 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 Supplier in the U.S. mail, postage prepaid, terminate the Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Supplier shall not be entitled to receive any further payments under the Contract until the Scope of Services under this Contract 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 Supplier. The Supplier 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 Supplier 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 Contract 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 Contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract 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 Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

21. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this Contract, and Supplier 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 Contract. 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 Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Contract is approved in writing by both parties.

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

23. **Covenant Against Contingent Fees.** The Supplier warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24. **Disputes**

A. **General:** Differences between the Supplier and the City, arising under and by virtue of this Contract 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 Contract.

B. **Notice of Potential Claims:** The Supplier 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 City, or (2) the happening of any event or occurrence, unless the Supplier 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 Supplier 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. Supplier 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 Supplier 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 Supplier 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 Supplier arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this Contract. 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.

25. **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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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 Supplier shall have no recourse against the City.

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

27. **Compliance with Laws.** The Supplier in the performance of this Contract 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 Contract to assure quality of services.

28. **Severability.** If any term or condition of this Contract 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 Contract are declared severable.

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

30. **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

SUPPLIER:

Reisner Distributor
Dan Averill
310 Commercial Ave
Anacortes, WA 98221

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

REISNER DISTRIBUTOR

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the "Supplier") agrees as follows:

1. **Compliance with Regulations:** The Supplier (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subSuppliers, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subSupplier or supplier will be notified by the Supplier of the Supplier's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Supplier under the contract until the Supplier complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subSupplier, or supplier because of such direction, the Supplier may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the "Supplier") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Suppliers, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TO: City of Anacortes
(City or Owner):

FROM: Bidder: REISNER DISTRIBUTOR

CONTRACT: 23-003-IDS-001

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid (ITB) for the purchase and delivery of Bulk Fuel hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to provide the goods as specified and within the contract time indicated in this bid for an amount computed upon the basis of the goods to be provided at the following prices.

2. LIMITATION OF DAMAGES

The Bidder:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

3. BIDDER'S REPRESENTATIVE: The Bidder's Representative identified below is an officer of the company and is fully authorized to represent the Bidder in any and all matters related to its Bid.

4. IRREVOCABLE OFFER PERIOD: The undersigned Bidder understands and acknowledge that the offer submitted as your Bid is firm and irrevocable for one (1) Bulk Fuel from the City's close of business on the Bid Submission Date until 180 days after the Bid Opening Date.

5. BID SCHEDULE

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below.

Off-Road Bulk Fuel – Will Call			
Fuel Type	OPIS Price 11/28/2022, 10:00am PST	Differential Rate	Total Price per Gallon
Dyed Ultra Low Sulfur Diesel Fuel w/ Stabilizer @ WTP	\$ 3.615	1.02213	\$ 3.695
Dyed Ultra Low Sulfur Diesel Fuel w/ Stabilizer at City Genset Locations in Town	\$ 3.615	1.08299	\$ 3.915

Keep-Full Off Road Fueling During Emergency Situations Only			
Fuel Type	OPIS Price 11/28/2022, 10:00am PST	Differential Rate	Total Price per Gallon
Dyed Ultra Low Sulfur Diesel Fuel w/ Stabilizer @ Water Treatment Plant (WTP)	\$ 3.615	1.0332	\$ 3.735
Dyed Ultra Low Sulfur Diesel Fuel w/ Stabilizer @ City Genset Locations in Town	\$ 3.615	1.1107	\$ 4.015
Regular Unleaded @ City Shop	\$ 2.21	1.4525	\$ 3.21
Ultra Low Sulfur Diesel Fuel w/Stabilizer @ City Shop	\$ 3.61	1.1386	\$ 4.11

Aged Bulk Fuel Buy Back			
Fuel Type	OPIS Price 11/28/2022, 10:00am PST	Differential Rate	PRICE PER GALLON
BUY BACK - Off Road Dyed Ultra Low Sulfur			75.0 % **
Refuel 55,000 Gallon Tank @ WTP w/ Dyed Ultra Low Sulfur Fuel When Buy Back Fuel is Pumped	\$ 3.615	1.0166	\$ 3.675

**State as a percentage of the current rack price as of the date pumping occurs

Delivery Fees	
Delivery Term	Price Per Trip
Will Call - 3 Day Notice	\$ 0
Will Call - > 3 Day Notice	\$ 0
Will Call - ≤ 24-Hour Notice	\$ 0
Emergency Delivery	\$ 165.00

The above quoted rates and prices shall remain in effect during the initial contract period and subsequent option years [4 maximum]. No other surcharges, i.e. fuel surcharges, hazardous cleanup surcharges, etc. shall be allowed unless prior written approval has been granted per a written change order signed by the Supplier and City.

6. ADDENDUMS

Bidder acknowledges review of all Addenda through No. _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

7. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name: REISNER DISTRIBUTOR

Signature: Dan Averill

Name (Print): Dan Averill

Title: Vice President

Email: daverill@reisnerdistributor.com

Date: 11/29/2022

Address of Bidder: 310 Commercial Ave, Anacortes, WA 98221

Telephone No.: 360-293-2197

8. NON-COLLUSION DECLARATION

By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:

1. That my firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

9. AUTHORIZATION

I, Dan Averill Dan Averill (sign and print name) authorize the above bid and I have the authority to enter into contracts on behalf of the business or other entity I represent.

END OF SECTION



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: Purchase Police Vehicles #23-023-ERR-001

Staff Contact(s): WIL LUDEMANN, Henry Hash

<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 \$151,530.19 to Bud Clary Chevrolet, Inc. for the purchase of 3 police vehicles. The contract piggybacks on Washington State contract [05916](#).

Background:

1. History: In the current economic/pandemic situation the purchase of new vehicles is difficult and order banks sell out quickly (within 22 hours last year). An opportunity has presented itself to pick up some units immediately. The Dealer ordered extra and they have finally shown up. City staff would like to take this opportunity to buy 3 of these now. We currently have 1 additional vehicle budgeted by Police for positions added in past years, and 1 replacement vehicle from the ER replacement fund. We would like to add 1 more replacement vehicle. This will likely be able to be absorbed by the Fleet's current capital budget without a future amendment needed. This contract will help expedite the replacements of police vehicles. Without this in place now we would instead have to hope to beat a 1 day order bank that is opening in April, and if successful we would be lucky to receive delivery by the end of the year.

2. Key Terms:

- Each vehicle costs \$50,510.06, for a total contract price of \$151,530.19.

3. Competitive Bidding: The City has a cooperative purchasing agreement with the State of Washington and is procuring this purchase through Washington State contract 05916.

Budget Impact:

Vendor	Bud Clary Chevrolet, Inc.
--------	---------------------------

Contract Amount	\$151,530.19
Earmarked Funds	\$110,000
BARS #	501.790.594.48.60 – 66.66% 001.310.594.21.64 – 33.34%
Budget Amendment Required?	Yes
Funds Source?	ERR Replacement fund. We may not need an amendment.

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign PO #23-023-ERR-001 with Bud Clary Chevrolet, Inc. in the amount of \$151,530.19 for the purchase of 3 police vehicles.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-023-ERR-001



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 23-023-ERR-001

VENDOR: BUD CLARY CHEVROLET, INC.
BECKY DAVIS
P O BOX 127
LONGVIEW, WA 98632

Date: December 12, 2022

Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Email: becky.davis@budclary.com
Phone: 360-423-1700

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	3	New/Unused 2023 Chevrolet Tahoe Police Pursuit Vehicle (CC10706), as specified in Exhibit A. This Work is subject to: • Specifications, incorporated as Exhibit A, • Washington State Contract 05916 and related Amendments, incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	EA	\$46,596.00	\$139,788.00
Sum Total					\$139,788.00
Sales Tax @ 8.4%					\$11,742.19
Total Price					\$151,530.19

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

BUD CLARY CHEVROLET, INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

EXHIBIT A

Becky Davis

From: NOREPLY@des.wa.gov
Sent: Monday, September 26, 2022 5:26 AM
To: Becky Davis
Cc:
Subject: WAC08

Vehicle Quote Number:[Create Purchase Request](#)[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization:

Email: becky.davis@budclary.com

Quote Notes:

Vehicle Location: TUMWATER

Color Options & Qty

BLACK GBA - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0501-001	2023 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$41,407.00	\$41,407.00
2023-0501-003	2023 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,410.00	\$4,410.00
2023-0501-006	(AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00

2023-0501-008 (V76)Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	1	\$50.00	\$50.00
2023-0501-015 (USR)USB data ports, 2, one type-A and one type-C, located within center console (Included and only available with (A50) front bucket seats.)	1	\$0.00	\$0.00
2023-0501-022 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2023-0501-025 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2023-0501-026 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2023-0501-027 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2023-0501-034 (BCV)Lock control, driver side auto door lock disable (Requires (9C1) Police Vehicle.)	1	\$0.00	\$0.00
2023-0501-036 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2023-0501-038 (WX7)Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle.)	1	\$60.00	\$60.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$46,596.00
8.4 % Sales Tax:	\$3,914.06
Quote Total:	\$50,510.06



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 5.e.

Agenda Item Title: Contract Award: 2023 Janitorial Services #23-025-FAC-001

Staff Contact(s): Henry Hash

<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 \$57,312.00, plus charges for as-needed cleanings scheduled by the Project Manager, to The Clean Team to perform the 2023 Janitorial Services. The work provided includes routine janitorial cleaning at 4 city facilities, 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, Wastewater 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. 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 1/1/23-12/31/23.
 - Contract is for a fixed price of \$57,312.00, 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
Contract Amount	\$57,312.00 plus charges for as-needed

	cleanings
BARs #	Wastewater Treatment Plant: 440.750.535.83.41 All other facilities: 001.713.518.30.41
Budget Amendment Required?	No
Start Date	1/1/2023
End Date	12/31/2023

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #23-025-FAC-001 with The Clean Team in the amount of \$57,312.00 plus charges for as-needed cleanings, for the performance of the 2023 Janitorial Services.

Alternative Actions: Not award the contract

Attachments (listed in order presented):

1. 23-025-FAC-001



CONTRACT 23-025-FAC-001
Between
THE CITY OF ANACORTES
and
THE CLEAN TEAM

2023 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 and Office of the Mayor of the City of Anacortes 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-Seven Thousand Three Hundred Twelve Dollars (\$57,312.00)**, 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, 2023 through December 31, 2023. 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://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

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 not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (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, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice 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. If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

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 their 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. **City's Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 City 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 **within 10 days of contract execution** and 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, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

22. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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 the Scope of Services under this Agreement 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 through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment 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 they have 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 they have 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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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 Contractor 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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

THE CLEAN TEAM

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

CONTRACT 23-025-FAC-001
2023 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	\$1,066.00	\$12,792.00
2. Library	1220 10 th Street	Anacortes	General =3x per wk Restrooms = 7x per wk	\$2,544.00	\$30,528.00
3. Fire Station I	1016 13 th Street	Anacortes	1x per wk	\$555.00	\$6,660.00
4. Wastewater Treatment Plant	500 T. Ave	Anacortes	1 x wk	\$611.00	\$7,332.00
Total					\$57,312.00

As-Needed

Location	Street Address	City	Frequency	Cost of Complete Service Per Ea
5. Senior Activity Center	1701 22 nd St	Anacortes	As needed	\$120.00
6. City Hall	904 6 th St	Anacortes	As needed	\$120.00

Work Details:

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

Cost: \$1,066.00 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 countertops, mirrors, toilet handles, doorknobs, and light switches
- Refill paper products, soap dispensers, and change urinal fresheners 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: \$2,544.00 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: \$555.00 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: \$611.00 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: Anacortes Senior Activity Center, 1701 22nd St, Anacortes, WA 98221

Cost: \$120.00 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 6: City Hall, 904 6th St, Anacortes, WA 98221

Cost: \$120.00 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

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 5.f.

Agenda Item Title: Contract Award: WWTP Annual Incinerator Emissions Testing
#23-028-SEW-001

Staff Contact(s): Henry Hash, BECKY FOX

<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 \$63,298.00 to Elemental Air to perform the WWTP Annual Incinerator Compliance Testing for 2023.

Background:

1. **History:** Federal Regulations were promulgated in 2016 requiring annual compliance testing for all sewage sludge incinerators to verify compliance with new emissions limits and to establish operating limits.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$63,298.00. Our regulations have stipulations that testing is to occur more frequently based on the previous test results. It is estimated the following tests may be needed depending on test results:
 - a. 1x Compliance Testing- \$31,657
 - b. 1x Dioxins & Furans Testing- \$7,647
 - c. 3x Mercury Testing- \$7,572x3= \$22,716
 - d. 3x SO2- \$426x 3= \$1,278
 - The period of performance is from January 1, 2023-December 31, 2023.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Elemental Air
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Contract Amount	\$63,298.00
BARS #	440.750.535.89.41
Budget Amendment Required?	No
Start Date	1/1/23
End Date	12/31/23

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-028-SEW-001 with Elemental Air in the amount of \$63,298.00 to perform the WWTP Annual Incinerator Compliance Testing.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-028-SEW-001



AGREEMENT 23-028-SEW-001

Between THE CITY OF ANACORTES AND ELEMENTAL AIR

WWTP ANNUAL INCINERATOR COMPLIANCE TESTING

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Elemental Air, hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the professional services of the Consultant;

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 will provide the annual incinerator compliance testing for the City of Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221. Contractor will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be scheduled in advance with the Project Manager, Becky Fox, or her representative, who may be contacted at (360) 299-1501 or beckyf@cityofanacortes.org.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants 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 or the Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

3. **Price.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Sixty-Three Thousand Two Hundred Ninety-Eight Dollars (\$63,298.00)**. The cost per service is detailed in Exhibit A.

4. **Period of Performance.** The period of performance under this Agreement is from January 1, 2023-December 31, 2023. Work shall be scheduled with the Project Manager.

5. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the Subconsultant has the experience, ability, and equipment the Work requires. "Subconsultant" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (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 Subconsultant, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the Subconsultant, or
- d. Convey to the Subconsultant any rights against the City.

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

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subconsultant be removed. The Consultant shall comply with this request at once and shall not employ the Subconsultant for any further Work under the Contract.

6. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount

requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

8. Withholding Payment. In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

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

10. Ownership and Use of Documents. All finished and unfinished documents and material prepared by the Consultant 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 Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

11. Assistance Regarding Patent and Copyright Infringement. In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

12. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. General and Professional Liability Insurance.

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subconsultants' coverage.

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant 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 sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

14. **Registered or Licensed**. The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within Anacortes are also required to obtain a city endorsement. Business licenses

and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

15. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

16. **Standard of Care.** The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

17. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

19. **Acceptance.** Consultant acknowledges and agrees that these contract terms 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 Consultant. These contract terms 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. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant 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 Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment 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.

22. **Changes/Additional Work**. The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Consultant 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.

23. **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.

24. **Non-assignable**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

25. **Covenant Against Contingent Fees**. The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, 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.

26. **Disputes**

A. General: Differences between the Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant 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.

27. **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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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 Contractor shall have no recourse against the City.

28. **Compliance with Laws.** The Consultant 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. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

29. **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.

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. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

32. **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

CONSULTANT:

Elemental Air
Sebastian Wolfendale
11116 117th PI NE
Kirkland, WA 98033

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

ELEMENTAL AIR

By _____
Matt Miller, Mayor

By _____

Date _____

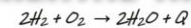
Title _____

Date _____

EXHIBIT A



ELEMENTAL AIR



Innovative Technology for Air Quality Management

November 23, 2022

City of Anacortes
Wastewater Treatment Plant
500 T Avenue
Anacortes, WA 98221

Proposal #E22118

Regarding:

**Compliance Emissions Performance Test, Visible Emissions, RATA & Fugitive Ash Emissions Test Quote
Mercury Module Addition**

Elemental Air is pleased to submit the following proposal to provide air emission testing services located at the City of Anacortes Wastewater Treatment Plant in Anacortes, WA. Elemental Air will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies. This proposal defines the tasks to be performed, procedures to be utilized, and relevant capabilities and experience for this project.

1.0 Summary of Key Features

The proposed schedule for this project incorporates setup and all testing required on the fluidized bed incinerator. No deviations from required EPA methods are required.

Elemental Air will setup and conduct the required 40 CFR 62 Subpart LLL annual compliance, visible emission, and fugitive emission testing over several days. The RATA will also be performed concurrently on the day of 40 CFR Subpart O particulate matter testing.

Inlet and outlet EPA Method 30B Mercury efficiency determination will be conducted on the mercury modules either on a quarterly basis and/or during the annual compliance testing.

We will work constantly with City personnel to ensure a smooth testing operation as well as to determine approved fugitive emission testing periods for the ash removal system.

2.0 Proposal Response

Testing Methodology

The methods are incorporated by reference in the Code of Federal Regulations, Title 40, Part 60 testing methodologies. The test methods to be utilized during this project are defined as follows:

Fluidized Bed Incinerator

Method #	Method Description	Abbreviation
1	Determination of Sample Points	Points
2	Determination of Velocity and Volumetric Flow	Flow
3A	Determination of Oxygen and Carbon Dioxide	CO ₂
4	Determination of Moisture Content	H ₂ O
5*	Determination of Total Particulate Matter	TSP
6C	Determination of Sulfur Dioxide	SO ₂
7E	Determination of Nitrogen Oxides	NO _x
9	Determination of Visible Emissions	VE
10	Determination of Carbon Monoxide	CO

22	Determination of Fugitive Emissions	FE
23	Determination of Dioxin/Furans	Dioxin
26A*	Determination of Hydrogen Chloride	HCl
29	Determination of Metals Emissions	Metals

*Method 26A HCl testing and Method 5 PM testing will be combined.

Mercury Module

Method #	Method Description	Abbreviation
30B	Determination of Mercury	Mercury

Scope of Work

The goal of this project is to conduct 40 CFR 62 Subpart LLL and 40 CFR Subpart O compliance testing, visible and fugitive emissions, and a RATA on the fluidized bed incinerator. In addition, Mercury will be determined at the inlet and outlet to the mercury modules.

Elemental Air will provide all the necessary equipment and personnel to conduct the proposed testing. The following items are included in the proposed costs.

- Field data reduction and preparation of compliance and RATA test reports.
- All necessary equipment, chemicals, gases, etc to complete this project.
- Safety equipment (hard hats, safety glasses, steel toed boots).
- Initial test plan, notification, and submittal
- Electronic copy of each test report.
- Two bound, printed copies of each test report.

Elemental Air requests the following be provided by City of Anacortes during each mobilization in order to complete this project.

- Safe access to the sample location (harnesses and lifeline provided by Elemental Air).
- Operation records during each test run.
- 1 – 220V power at the sample location for the test trailer
- 2-120V power outlets at the sample location.
- Coordination between test crew and operations to achieve the correct test parameters

3.0 Compliance, RATA, and Mercury Module Costs

Bid Basis and Assumptions

- Each bid provided is based on a proposed test schedule outlined in the following section. There may be on-site facility caused factors that require longer test schedules, changes to the test schedule, or delays and additional mobilizations which may incur additional charges upon approval of the client.
- The proposed 3.1 Compliance Testing, Mercury Module, and RATA cost includes all compliance, visible emissions, fugitive emission and RATA testing, lab analyses, labor, and reports.
- Audit samples are not required at the time of this proposal and will not be conducted.

Compliance Testing, Hg Mod, and RATA (Not Including Dioxin/Furans)	\$31,657.00
Add Dioxin/Furans with Compliance	\$7,647.00
Mercury Module Testing	\$7,572.00
Add SO2 Testing with Mercury Module Testing	\$426.00

40 CFR 62 Subpart LLL & 40 CFR Subpart O Compliance Testing:

Test Parameters:		Reporting Parameters:
TSP		gr/kg dry sludge
		mg/dscm@7%O ₂
		gr/dscf@7%O ₂
		lbs/dry ton@7%O ₂
Dioxin		ng/dscm7%O ₂
HCl		ppm@7%O ₂
Metals		µg/dscm, mg/dscm
		mg/min, gr/24hr period
H ₂ O, O ₂ , CO ₂		%
NOx, CO, SO ₂		ppm@7%O ₂
FE, VE		%
Length of Runs:	HCl	90 minutes
	TSP	60, 90 minutes
	Metals	120 minutes
	Dioxin	180 minutes
	NOx, CO, SO ₂	90 minutes
	O ₂ , CO ₂	90 minutes
	FE	60 minutes
	VE	60 minutes
Number of Runs:	HCl	3
	TSP	6
	Metals	6
	Dioxin	3
	NOx, CO, SO ₂	3
	O ₂ , CO ₂	3
	FE, VE	3

Mercury Module Testing:

Test Parameters:		Reporting Parameters:
Mercury		ug/dscm
SO ₂		ppm
Length of Runs:	Mercury	30-60 minutes
	SO ₂	Continuous
Number of Runs:	Mercury Inlet	2
	Mercury Outlet	2
	<i>Note: Includes On-Site Analysis</i>	

RATA Testing:

Test Parameters:		Reporting Parameters:
O ₂		%
CO		ppm
Length of Runs:	CO	21 minutes
	O ₂	21 minutes

Number of Runs:	CO	9-12
	O ₂	9-12

Compliance Combined Schedule:

Number of Mobilizations:	1	
Number of Personnel:	3	
Number of Test Days:	3	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing
	Day 2	40 CFR 62 Subpart LLL Compliance Testing
	Day 3	40 CFR 62 Subpart LLL Compliance Testing
	Day 4	40 CFR Subpart O Compliance Testing RATA Testing

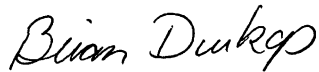
Mercury Module Schedule:

Number of Mobilizations:	1	
Number of Personnel:	2	
Number of Test Days:	1	
Proposal Schedule:	Day 1	Setup & Mercury Module Testing with SO ₂

4.0 General

We appreciate the opportunity to present the City of Anacortes Wastewater Treatment Plant with this bid. If you have any questions, please feel free to call me at (425) 803-3275 or (425) 802-0794 Cell. Elemental Air thanks you for your consideration and we look forward to working with you.

Sincerely,



Brian Durkop, QSTI
CEO

Appendix A - Itemized Cost List

Fixed Quote Delay/Additional Testing Charges

In the event of plant related delays or additions to the scope of work the following rates will be used if a contract modification is first fully executed as detailed in Article 22 of the Contract:

Hourly Delays

Number of Personnel at the site x \$90/Hour

Daily Delays

Number of Personnel at the site x \$90 x Eight (8) Hours

+

Number of Personnel at the site x \$260 (Living Expenses)

+

\$1,000 Equipment Fees

Additional Test Days

Additional test days will be calculated the same as a delay day plus the cost of analysis and supplies

Time and Materials Rates/Additional Testing Charges

Parameter and Rate	
Principle	\$100/hr
Project Manager	\$90/hr
Testing Supervisor	\$75/hr
Engineering	\$75/hr
Technician III	\$65/hr
Technician II	\$60/hr
Technician I	\$55/hr
Information Systems	\$60/hr
Administration	\$65/hr
Printed Copy of Report	\$100/report
Per Diem (Hotel, Car, Food)	Current GSA Rates
Supplies or Equipments Supplied by Elemental Air	Cost
Mileage*	Current IRS Rates

Terms and Conditions:

A minimum of eight (8) hours will be billed for any on-site work required during the project. All fixed cost (Labor, Living Expenses) for delays incurred due to severe weather will be shared by the buyer and Elemental Air equally as long as a contract modification is fully executed as detailed in Article 22 of the Contract. Delays solely the cause of Elemental Air shall not incur additional costs to the buyer. Operational delays cause by the plant will be billed at the above delay rates as long as a contract modification is fully executed as detailed in Article 22 of the Contract. Hourly rates are based on a standard eight (8) hour workday between 8:00 AM to 5:00 PM, Monday through Friday, local time. All hours in excess or outside of the eight (8) hour period and those worked on Saturday, including travel, are charges at 1.5 times the above listed rates. Holiday rates shall be two (2) times the above listed rates.

Report Delivery Schedule:

Turnaround time for the test report drafts is 21-28 days upon completion of the testing portion of the project. If an expedited report is requested, all necessary expedited charges to include lab rush fee will be agreed upon in the project cost. Process data for inclusion in the report is required within 16 days of the testing portion of the project. Failure to provide the required process data may delay the report beyond the 21-28 days and void any obligation to meet state required deadlines. All efforts will be made to meet all applicable deadlines in any event and may require additional fees if incomplete submissions of the report are made to meet the required deadlines. ERT Reporting will be submitted on behalf of City of Anacortes with approval, within 60 days.

Appendix B - Test Method Procedures

1.0 Determination of Sample Point Locations

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1

Stack Dimensions

Number of Ports:	2
Diameter:	12 inches
Port Depth:	4 inches
Distance Upstream of Ports:	42 inches
Distance Downstream of Ports:	100 inches
Total Number of Points:	8
Number of Points per Port:	4

Point Dimensions (includes port nipple)

Point 1	4.80	inches
Point 2	7.00	inches
Point 3	13.00	inches
Point 4	15.20	inches

2.0 Determination of Velocity and Volumetric Flow

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 2

Measurement System

A combination Stausscheibe (Type S) pitot tube and type K thermocouple will be used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Measurement Procedure

Subsequent to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points will be presented in Section 1.0 and the reduced field data sheets. A traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure.

Calculations

Method 2 - Stack Absolute Pressure

$$P_s = P_{\text{Barometric}} + \left(\frac{P_{sg}}{13.6} \right)$$

P_s = Stack absolute pressure, inHg
 P_{bar} = Barometric pressure, inHg
 P_{sg} = Stack static pressure, IWG

Method 2 - Stack Velocity

$$v_s = K_p C_p (\sqrt{\Delta P})_{avg} \sqrt{\frac{T_{s(avg)}}{P_s M_s}}$$

v_s = Stack velocity, ft/sec
 ΔP = Average velocity head, in H₂O
 C_p = Pitot tube coefficient, dimensionless
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 M_s = Molecular weight of stack gas, wet basis, lb/lb-mole
 K_p = Pitot tube constant, 85.49

Method 2 - Stack Volumetric Flow Rate (actual)

$$Q = v_s * A_s * 60$$

Q = Wet stack gas flow rate at actual conditions, WACFM
 v_s = Stack velocity, ft/sec
 A_s = Stack area, ft²

Method 2 - Stack Volumetric Flow Rate (wet - Std)

$$Q_{ws} = Q * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{ws} = Wet stack gas flow rate at standard conditions, WSCFM
 T_{std} = Standard absolute temperature, 528 °R
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 P_{std} = Standard absolute pressure, 29.92 inHg

Method 2 - Stack Volumetric Flow Rate (dry - Std)

$$Q_{sd} = Q * (1 - B_{ws}) * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{sd}	= Dry stack gas flow rate at standard conditions, DSCFM
Q	= Wet stack gas flow rate at actual conditions, WACFM
B_{ws}	= Flue gas moisture content, proportion by volume, dimensionless
T_{std}	= Standard absolute temperature, 528 °R
T_s	= Stack absolute temperature, °R
P_s	= Stack absolute pressure, inHg
P_{std}	= Standard absolute pressure, 29.92 inHg

3.0 Determination of Molecular Weight and Moisture Content

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3 and 4

Sampling System

A stainless steel probe is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample.

Measurement Procedure

Prior to sampling, a leak check is performed and the leak rate, time, and vacuum is recorded on the stack test data sheet. Following the leak check, the sample probe is inserted into the stack and the pump turned on. The sample time is calculated based on a minimum sample volume of 21 cubic feet and a sample rate of 0.75 cubic feet per minute. At the conclusion of sampling, a final leak check is performed and recorded on the data sheet.

Calculations

Method 3 - Flue Gas Molecular Weight (dry)

$$M_d = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO))$$

M_d = Molecular weight of flue gas (dry), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO)) \left(1 - \frac{\% H_2O}{100} \right) + .18 \% H_2O$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = M_d (1 - B_{ws}) + 18.0 B_{ws}$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole
 M_d = Molecular weight of flue gas (dry), lb/lb-mole
 B_{ws} = Flue gas moisture content, proportion by volume, dimensionless

Method 4 - Flue Gas Moisture Content

$$B_{ws} = \frac{V_{wc (std)}}{(V_{m (std)} + V_{wc (std)})}$$

B_{ws} = Flue gas moisture content, proportion by volume, dimensionless
 $V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 $V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

Method 4 - Volume of Water Vapor (Std)

$$V_{wc (std)} = 0.04715 V_{lc}$$

$V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 V_{lc} = Volume of liquid collected in the impingers, mL

4.0 Determination of Particulate Matter

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 1-5

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order that a minimum of 60 dscf of sample will be collected.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. By sealing all openings with aluminum foil, potential contamination of the sample train is prevented. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ\text{F}$, and the

apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data is repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered in two fractions: front half and back half. The front half fraction consists of the filter itself, as well as, acetone rinses and brushings of: the nozzle, the probe liner; and the front half of the filter holder. The filter is recovered to a labeled petri dish made of glass or plastic. Acetone rinses are recovered to a labeled, clean polyethylene bottle. The liquid level in the polyethylene bottle is marked upon completion of recovery.

Prior to recovery of the back half fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The back half fraction consists of the liquid impinger catch and rinses of the impingers and all connecting glassware. Glassware rinses are recovered to a clean, labeled polyethylene or glass bottle. The liquid level of the bottle is marked upon completion of recovery.

At the conclusion of each day of sampling, reagent and recovery solvent blanks are collected into the same types of containers as are used for sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, back half fraction and blanks are checked for liquid loss, and the liquid volume of each sample bottle determined. The back half fraction is extracted with methylene chloride or chloroform/ether and analyzed gravimetrically. Each sample is extracted three times with 125 ml of methylene chloride in a separatory funnel. After each extraction, the organic (solvent) fraction is decanted. The organic (solvent) and aqueous (water) fractions are placed in individual tared beakers. The organic fraction is evaporated at ambient temperature and pressure, while the aqueous fraction is evaporated at just below the boiling point. After evaporation, the beakers are desiccated for 24 hours, and weighed until consecutive weightings agree to within 0.5 mg.

Calculations

Method 5 - Area Nozzle

$$A_n = \pi r^2$$

A_n = Area of the sample nozzle, ft²

r = Radius of the nozzle, ft

V_{lc} = Volume of liquid collected in the impingers, mL

Method 5 - Volume of Sample Collected (Std)

$$V_{m (std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

V_m = Dry meter volume uncorrected, DCF

Y = Meter calibration coefficient

P_{bar} = Barometric pressure, inHg

ΔH = Orifice pressure differential, IWG

T_m = Meter temperature, °R

17.64 = °R/inHg

Method 5 - Percent of Isokinetic Sampling

$$I = \frac{100 T_s [K_3 V_{lc} + (V_m Y / T_m)(P_{barometric} + \Delta H / 13.6)]}{60 \theta v_s P_s A_n}$$

I = % Isokinetics

T_s = Absolute average stack gas temperature, °R

K_3 = 0.002669 inHg-ft³/mL-°R

V_m = Volume of gas sample as measured by the dry gas meter, DCF

Y = Dry gas meter calibration factor

V_{lc} = Volume of liquid collected in the impingers, mL

θ = Sample time, minutes

P_{bar} = Barometric pressure at the sampling site, inHg

ΔH = Average pressure differential across the orifice meter, in H₂O

v_s = Stack velocity, ft/sec

P_s = Stack absolute pressure, inHg

A_n = Cross sectional area of nozzle, ft²

T_m = Absolute average dry gas meter temperature, °R

Method 5 - Particulate Emission Rate (grains)

$$C_s = 0.01543 \left(\frac{M_n}{V_{m(std)}} \right)$$

C_s = Grains per dry standard cubic foot
 M_n = Mass of collected particulate, mg
 $V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

Method 5 - Particulate Emission Rate (lbs)

$$E = C_s * Q_{sd} * \frac{60 \text{ min/hr}}{7000 \text{ gr/lb}}$$

E = Pounds per hour, particulates
 C_s = Particulate grain loading, gr/DSCF
 Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM

5.0 Determination of Multiple Metals

REF: Code of Federal Regulations, Title 40, Part 60, Method 29

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated glass probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 or 3A sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Potential contamination of the sample train was prevented by sealing all openings. Once in the sampling area, the probe and filter heaters were brought to temperatures of $248 \pm 25^\circ\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data was repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a petri dish labeled container number 1. The nozzle, probe, and front half of the filter holder are rinsed 3 times with 0.1N HNO₃ and added to container number 2. The back half of the filter holder and impingers 1 and 2 are recovered and rinsed with 0.1N HNO₃ into container 3. Impinger 3 is rinsed with 0.1N HNO₃ and added to container number 4. Impingers 4 and 5 are rinsed with 10% H₂SO₄ / 4%KMNO₄ followed by rinses with 0.1N HNO₃ and added to container number 5. All samples are recovered to a labeled, clean bottle. The liquid level in the bottle is marked upon completion of recovery. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fractions, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram for the moisture calculation.

Method field blanks are prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The results of this analysis will be presented both in the calculated field data and on the field data sheets. Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis follow EPA Method 29 requirements. The laboratory results and quality control will be provided in Appendix D of the report.

Methods 29 - Metals Concentration

$$C_{ug / dscm} = Hg / V_{m(std)}$$

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

Hg = Total metal in sample, ug

$V_{m(std)}$ = Volume of gas sample collected and corrected to standard conditions, dscm

Methods 29 - Metals Concentration

$$C_{ug / dscm@7\%O_2} = C_{ug / dscm} * (13.9 / (20.9 - O_2))$$

C = Concentration of metal, ug/dscm @ 7% O_2

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

O_2 = Oxygen percent measure in duct, %

6.0 Determination of Dioxin/Furans

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 2-4, 23

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a pre-screened glass fiber filter. The exit to the filter holder is connected to the condenser followed by the XAD-2 resin trap. The XAD-2 resin trap is connecting directly to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag is used to collect an integrated Method 3 sample, in addition, a portable O_2 monitor was used to measure the oxygen content at each point for the 7% O_2 correction. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with hexane rinsed aluminum foil prevent potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ F$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and

the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data are repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a labeled petri dish made of glass and labeled container number 1. The nozzle, probe, front half and back half of the filter holder, and the condenser are rinsed 3 times with acetone and methylene chloride and added to container number 2. The same procedure for container number 2 is followed using toluene as the rinse solvent and added to container number 3. All samples are recovered to a labeled, clean amber glass bottle. The liquid level in the bottle is marked upon completion of recovery. The XAD-2 resin trap is sealed and labeled container number 4. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The impinger fraction consists of the liquid impinger catch and rinses of the impingers. The impinger catch is recovered and stored for later analysis in the event that break-through is discovered from the trap. The liquid level of the bottle is marked upon completion of recovery.

A field blank is prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 23 requirements. The laboratory results and Quality Control are provided in Appendix D of the report.

7.0 Determination of Hydrogen Chloride

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 26A

Sampling System

A heated glass probe liner is attached to a heated glass filter holder containing a teflon mat filter. The exit to the filter holder is connected to the impinger train, which consists of a set of impingers containing 0.1 N H₂SO₄ connected in series and immersed in an ice bath. The impinger train is followed in series by a

pump and dry test meter. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

The sample time of 60 minutes at approximately 0.75 acf per minute is selected. The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with aluminum foil prevents potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check the probe is inserted at the sample point. The sample probe and filter are then conditioned for 5 minutes prior to sampling by drawing flue gas through the probe and filter bypassing the impingers. Upon completion of the purge, the initial dry test meter reading is recorded.

The pump and timer are turned on and the sample rate adjusted to 0.75 acf per minute. Once the sample rate was set, the following data is recorded:

- Dry Gas Meter Volume
- Dry Gas Meter inlet temperature
- Dry Gas Meter outlet temperature
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is then recovered.

Sample Recovery

Each impinger's content and rinses are recovered into a clean sample bottle and clearly labeled and liquid levels marked. Reagents blanks are collected into the same types of sample containers as were used for the sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The Method 3A sample is analyzed in the field with the CEMS. The results of this analysis are presented in the calculated field data.

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 26 requirements. The laboratory results and quality control are provided in Appendix D of the report.

Calculations

Methods 26 - Volume of Sample Collected (Std)

$$V_{m(std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_m (std)$ = Dry meter volume at standard conditions, DSCF
 V_m = Dry meter volume uncorrected, DCF
 Y = Meter calibration coefficient
 P_{bar} = Barometric pressure, inHg
 DH = Orifice pressure differential, IWG
 T_m = Meter temperature, °R
 17.64 = °R/inHg

Method 26 - Hydrogen Chloride Per Sample

$$C_{ug / sample} = V_s * (C_s - C_b)$$

$C_{ug/sample}$ = Concentration of Hydrogen Chloride, ug/sample
 V_s = Volume of sample, ml
 C_s = Concentration of sample, ug/ml
 C_b = Concentration of blank, ug/ml

Method 26 - Hydrogen Chloride Concentration

$$C_{ppm} = ((C_{ug / sample} * E10^{-6} * 0.0022 / 36.46 * 10.91048) / V_m) * E10^6$$

C_{ppm} = Hydrogen Chloride Concentration, ppm
 $C_{ug/sample}$ = Total Hydrogen Chloride per sample, ug/sample
 V_m = Dry meter volume, dscm

8.0 Determination of Gaseous Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3A, 6C, 7E, 10

Sampling System

A sintered metal filter is connected via a "Swage-Lok" fitting to a heated stainless steel probe. The probe is attached to a heated Teflon sample line maintained at 250° F followed by a sample conditioning system to remove moisture. The dry conditioned sample is transported under pressure via a Teflon sample line to the sample manifold by a Teflon lined diaphragm pump. The sample manifold maintains the proper sample pressure to each analyzer

Calibration Procedure

Once the analyzer has a sufficient warm up period and after all adjustments to the analyzer are complete, a local calibration error check is completed. The local calibration error check consists of introducing calibration gas directly into the analyzer. These calibrations are performed using three calibration gases: a zero gas (nitrogen); a mid range gas (40% to 60% of the analyzer range); and a high range gas (100% of the analyzer range). All upscale calibration gases are NIST Traceable to 1% (Protocol 1). The analyzer response must be within 2% of the analyzer range or the calibration procedure is repeated. This procedure is completed at the beginning and at the end of the sampling day or when adjustments to the analyzers are necessary.

Following the local calibration error procedures, the system bias check is completed. The system bias consists of introducing an upscale and zero gas into the sample probe tip allowing the entire system to be evaluated. The upscale gas is selected based on the value that is closest to the expected concentration. The system bias check must be within 5% of the analyzer range or the entire calibration procedure is

repeated and the test run thrown out. The system calibration procedure is completed before and after each test period.

The pre and post system bias is used to calculate the analyzer drift over the test period. If the difference exceeded 3% of the analyzer range the calibration procedure is repeated.

Sampling Procedure

Prior to sampling, a leak check of the sample system is conducted by plugging the probe opening. An acceptable leak check is achieved when the sample flow reaches zero. Sampling begins by adjusting the system pressure to 5 psi and the individual analyzer flow rates to 2 SCFH. The test results are continuously recorded on a strip chart and an ASCII text file for data manipulation.

Calculations

$$C_{gas} = (C - C_o) \frac{C_{ma}}{C_m - C_o}$$

- C_{gas} = Effluent gas concentration, dry basis, ppm
- C = Average gas concentration indicated by gas analyzer, dry basis, ppm
- C_o = Average initial and final system cal. bias check response for the zero gas, ppm
- C_{ma} = Actual concentration of upscale calibration gas, ppm
- C_m = Average initial & final system cal bias check responses for upscale cal gas, ppm

$$C_b = \frac{(C_s - C_l)}{S} * 100$$

- C_b = System calibration bias check, % of span
- C_s = System analyzer calibration response, ppm
- C_l = Local analyzer calibration response, ppm
- S = Analyzer span range

$$C_e = \frac{(C_l - C_a)}{S} * 100$$

- C_e = Analyzer calibration error check, % of span
- C_l = Local analyzer calibration response, ppm
- C_a = Actual concentration of calibration gas cylinder, ppm

$$D = \frac{(C_{sf} - C_{si})}{S} * 100$$

- D = Analyzer drift, % of span
- C_{sf} = Final system analyzer calibration response, ppm
- C_{si} = Initial system analyzer calibration response, ppm
- S = Analyzer span range

$$E = \frac{C_{gas} Q_{sd} 60 MW}{10^6 V_i}$$

E = Pounds per hour of gaseous pollutant, lb/hr
C_{gas} = Effluent gas concentration, dry basis, ppm
Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM
MW = Molecular weight of pollutant, lb/lb-mole

9.0 Determination of Total Vapor Phase Mercury

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 30B

Sampling System

The carbon traps are attached directly to the probe tip followed by Teflon sample lines and sample conditioning systems to remove moisture. The dry conditioned sample is transported under vacuum through a Teflon sample line. The sampling rate is regulated and the sample volume is measured using a calibrated dry gas meter, which is integral to the fully digital sampling console. Relative accuracy determination for Hg CEMS requires paired trains, therefore two systems are operated simultaneously and controlled by the same software for synchronous measurement.

Sampling Procedure

Prior to sampling, traverse points are selected based on EPA recommendations for tests conducted before January 1, 2009. The target sample volume, rate, and run times are calculated based on estimated Hg concentrations.

At the sampling area, the carbon tubes are attached to the probe and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe is inserted at the first traverse point.

The stack temperature and dry test meter temperature is logged by the computer based data acquisition and control system. The sampling rate, in terms of liters per minute, is measured and maintained using the computer control interface. The pump and timer are turned on, and the sample rate is adjusted to correspond to the calculated rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Liters per Minute

Sampling time is equally distributed over the series of sampling points. At the end of the sample time for the first point, the probe is repositioned at the next point. Measurements, calculations, and data acquisition are performed by the computer control system on a continuous basis.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The carbon tubes are sealed from contamination and transported to the onsite mobile laboratory analysis.

Analytical Procedure

The paired carbon tubes for each run are analyzed via an on-site or lab thermal desorption Hg analyzer per the requirements outlined in EPA Method 30B.

10.0 Determination of Visible & Fugitive Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 9, 22

Positioning of the observer

The opacity of the plume as viewed by the observer can be influenced due to several variables with respect the position of the observer.

- The position of the observer with respect to the sun.
- The position of the observer with respect to the observation point.
- Whether a steam plume is attached or detached.
- The position of the observer with respect to high length to width ratios on a rectangular stack.

The acceptable criteria for the position the observer is outlined in Method 9 as follows:

- 1) The observer must maintain a position with the sun located at a 140° arc to the observer's back.
- 2) The observer should maintain an angle of >18° with respect to the observation point.
- 3) The observer must read the opacity where a steam plume does not interfere. Between the stack and the steam plume if the steam plume is detached from the stack. After the steam plume if the steam plume is not attached to the stack.
- 4) The observer must read a rectangular stack at a point where the stack has the shortest cross sectional diameter.

Visible Emission Readings

A test for visible emission requires 240 consecutive reading. Each reading is recorded in 15-second intervals for 60-minutes. The percent opacity is recorded in 5 percent increments form 0 to 100 percent. The observer must record the results on a data sheet as outlined in Method 9. (ie. position of the observer, date, time, process information, location of the stack, and the 15-second opacity readings). The determination of opacity is calculated using a 6-minute block average.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.a.

Agenda Item Title: Skagit Habitat for Humanity Proposed Project West 5th Street

Staff Contact(s): DON MEASAMER

Approved for Submittal to Council by **Action Type**

Joann Stewart
DON MEASAMER

Discussion

Item Summary: Skagit Habitat for Humanity is proposing a lease on the City-owned property at West 5th Street, P58211, aprx 3610 West 5th for the purpose of providing affordable housing units. The site is 16,500 sf and would accommodate 5 cottage units, in the R2A Use Zone, consistent with the Anacortes Municipal Code. The City purchased the property in 1999 for \$67,200.00 for the purpose of a neighborhood park. Another parcel at the corner of Minnesota and West 6th was dedicated to the City through the Sterling Place Plat, Tract A, parcel P107122, for the purpose of storm drainage. Having reviewed the drainage basin with Public Works, it has been determined that Tract A is not needed for storm drainage and could be used for a neighborhood park with easier access than the parcel on West 5th, in the center of the block. The Parks Department has long discussed selling this parcel to help fund the West End park. The Impact fee schedule identifies \$160,000 available for the park with a total cost of \$400,000, (2019 Estimate) A sale of the property would help fund the \$240,000 difference.

Budget Impact:

NA

Previous Action: Skagit Habitat for Humanity met with the HACS for discussion.

Recommended Motion: NA

Alternative Actions: NA

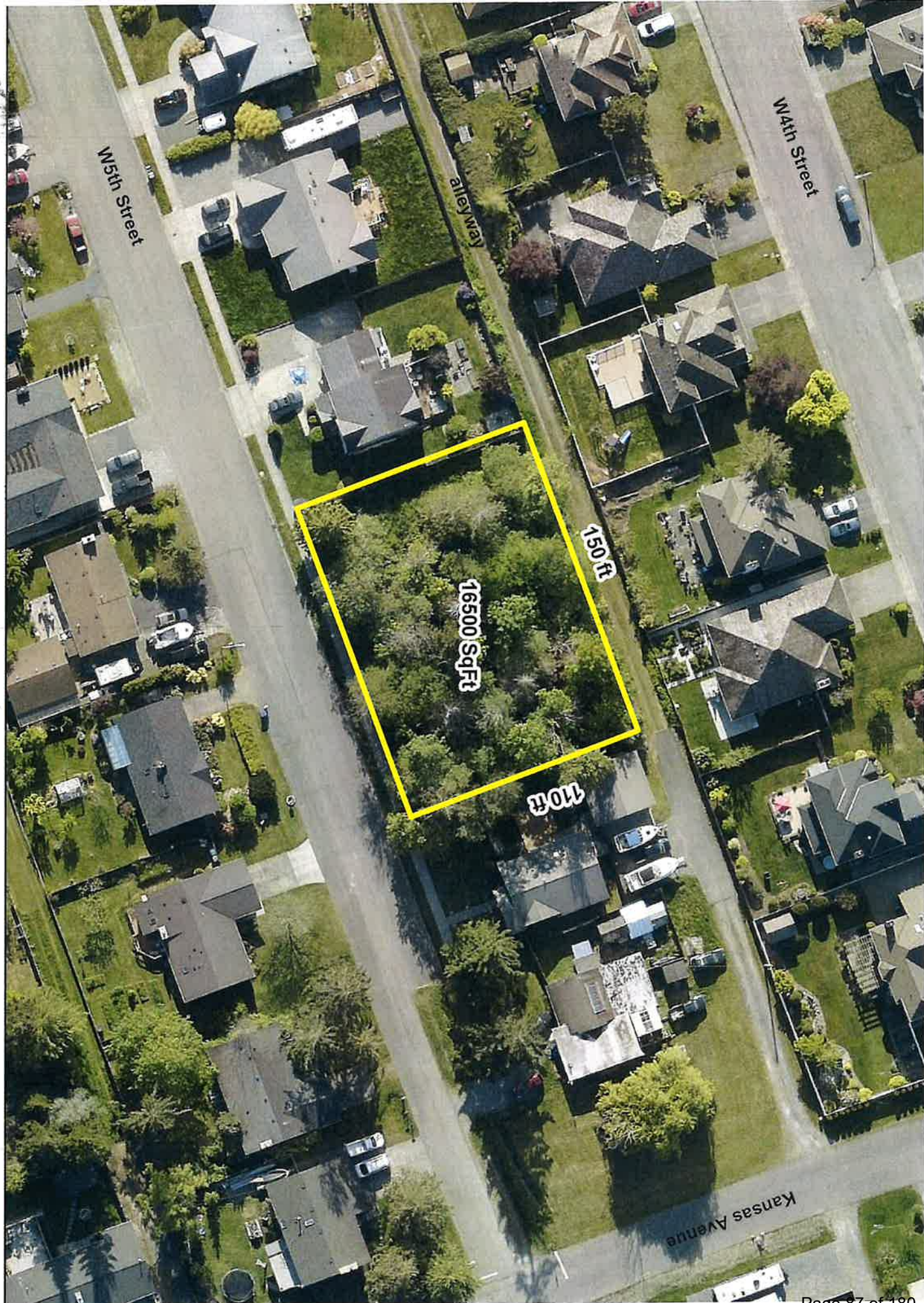
Attachments (listed in order presented):

1. West 5th City property
2. Site Plan
3. Street Elevations

4. Building A
5. Tract A Survey
6. West 6th Tract A
7. West 5th Deed
8. Skagit Habitat for Humanity Proposal

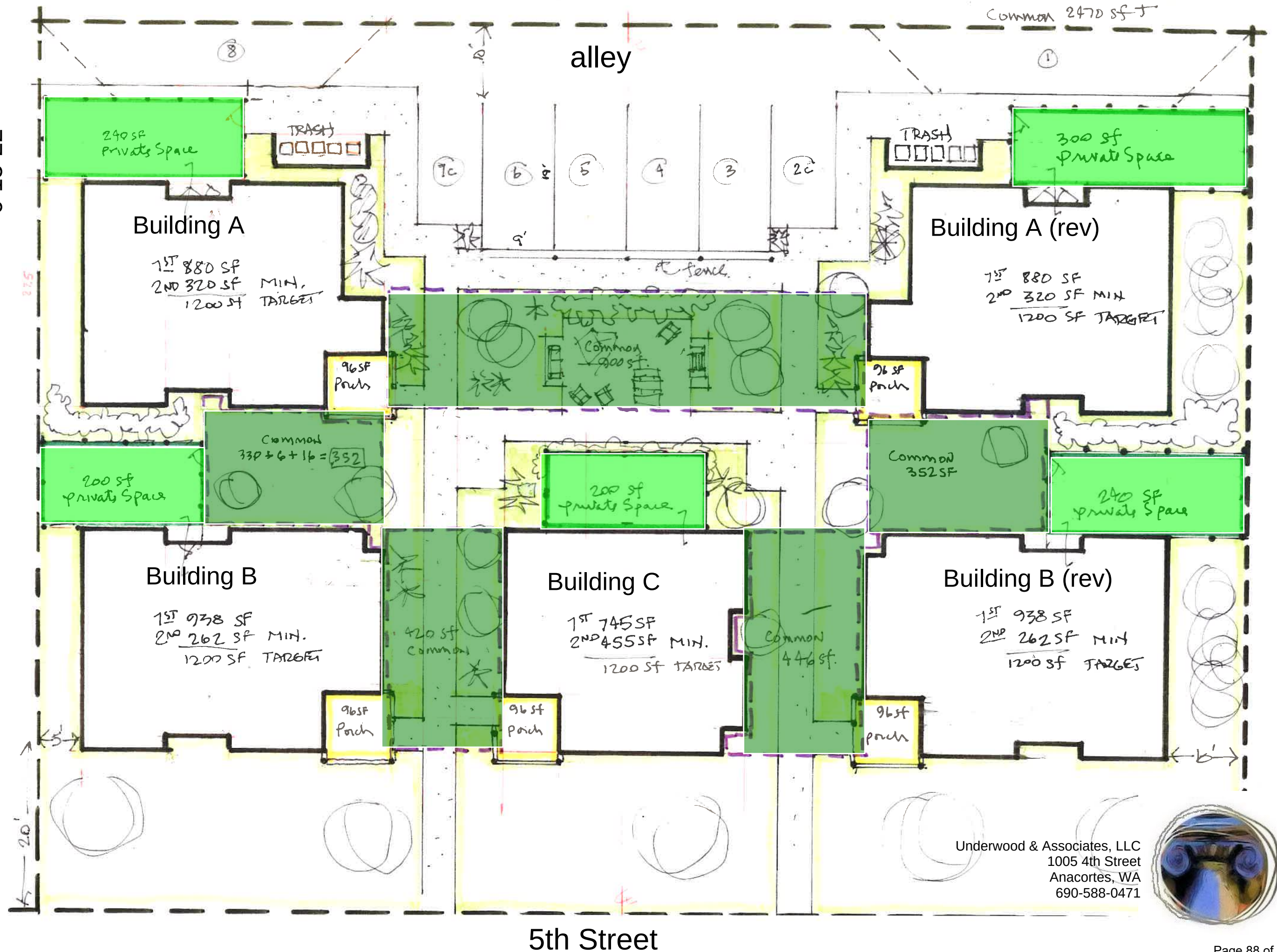


W5th Habitat Site



Skagit Habitat for Humanity

6-15-22



Underwood & Associates, LLC
 1005 4th Street
 Anacortes, WA
 690-588-0471





5th Street view

Skagit Habitat for Humanity

5th Street Cottages

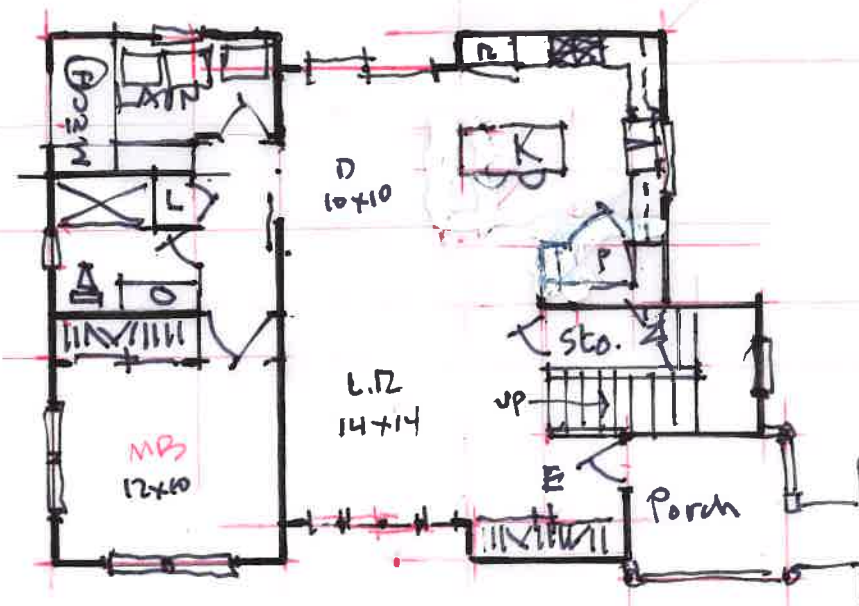
6-17-22

Underwood & Associates, LLC
1005 4th Street
Anacortes, WA
690-588-0471

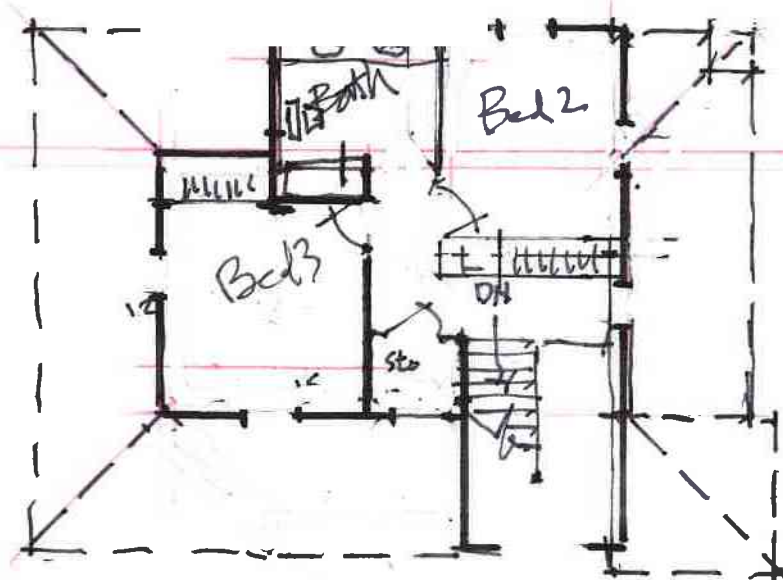


Skagit Habitat for Humanity

6-15-22



main floor 880 sf



upper floor 320 sf

Underwood & Associates, LLC
1005 4th Street
Anacortes, WA
690-588-0471



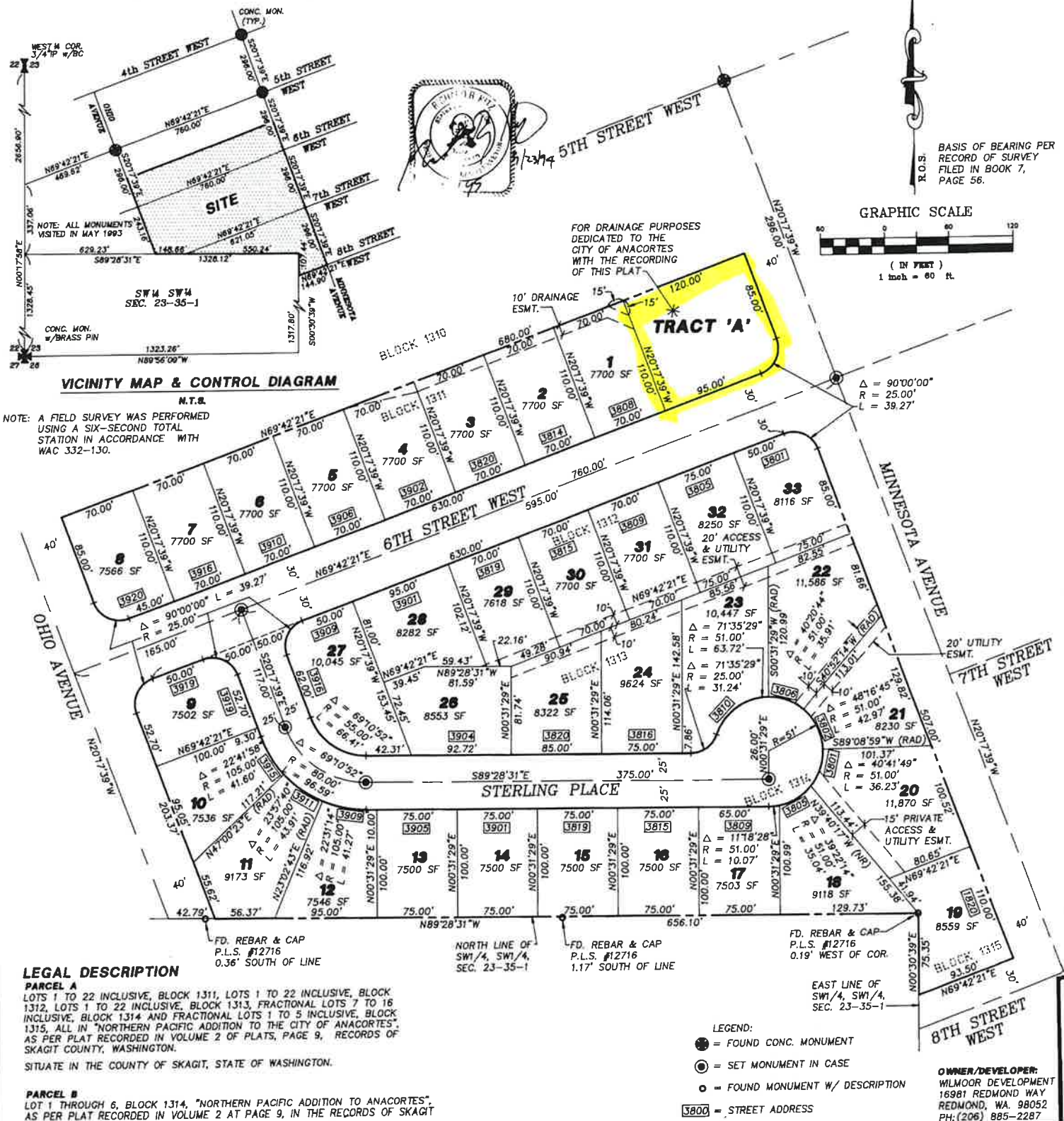
Building A

STERLING PLACE

S.W.1/4, SEC. 23, T.35N., R.1E., W.M.

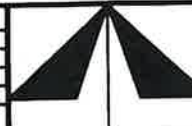
ANACORTES, SKAGIT COUNTY, WASHINGTON

(A RE-PLAT OF BLOCKS 1311 - 1315 "NORTHERN PACIFIC ADDITION TO THE CITY OF ANACORTES" VOL 2, PG. 9)



SHEET 2 OF 2

JOB NO.	90022
DATE	7/94
SCALE	1"=90'
DESIGNED BY	KITE
DRAWN BY	KITE
CHECKED BY	KITE



EASTSIDE CONSULTANTS, INC.
415 HARBOR BLVD. N
ISSAQUAH, WASHINGTON 98027
PH: (206) 382-5361
FAX: 382-4676
ENGINEERS
SURVEYORS





199911150152

Kathy Hill, Skagit County Auditor

11/15/1999 Page 1 of 1 3:18:59PM

When Recorded Return To:
ISLAND TITLE COMPANY
P.O. BOX 1228
ANACORTES, WA 98221

Escrow No. AE-6778J

SA-19226✓

LPB-10

Statutory Warranty DeedAssessor's Tax Parcel ID#: 3809-109-011-0003

THE GRANTOR **RAYMOND A. CARPENTER**, as his separate estate
 for and in consideration of **SIXTY SEVEN THOUSAND TWO HUNDRED AND
 NO/100 (\$67,200.00) DOLLARS**
 in hand paid, conveys and warrants to **CITY OF ANACORTES**, a municipal
 corporation the following described real estate, situated in the
 County of Skagit, State of Washington:

**Lots 7 through 11, Block 1109, NORTHERN PACIFIC ADDITION TO THE CITY OF
 ANACORTES, according to the plat thereof recorded in Volume 2 of Plats,
 pages 9 through 11, records of Skagit County, Washington.**

SUBJECT TO: Restrictions, reservations and easements of record.

DATED: November 14, 1999

Raymond A. Carpenter
 RAYMOND A. CARPENTER

32474
 SKAGIT COUNTY WASHINGTON
 Real Estate Excise Tax
 PAID

NOV 15 1999

Alison P. Smith, 11/14/1999
 Skagit County Treasurer
 By: *[Signature]*

State of Washington
 County of Skagit

} ss.

I certify that I know or have satisfactory evidence that **RAYMOND A.
 CARPENTER** is/are the person(s) who appeared before me, and said
 person(s) acknowledged that **HE** signed this instrument and acknowledged it
 to be **HIS** free and voluntary act for the uses and purposes mentioned in
 this instrument.

Dated 11-15-99

[Signature]
 Notary Public in and for the State of
 Washington, residing at *[Signature]*
 My appointment expires: 7-15-01





199909290184

Kathy Hill, Skagit County Auditor

9/29/1999 Page 1 of 3 3:47:49PM

When Recorded Return To:
ISLAND TITLE COMPANY
 P. O. BOX 1228
 ANACORTES, WA 98221

Escrow No: AE-6648J
 SA-190614

DEED OF TRUST

LPB-22

(For Use in the State of Washington Only)

Assessor's Tax Parcel ID#: 3809-109-011-0003

THIS DEED OF TRUST made on September 9, 1999 between
 RAYMOND A. CARPENTER, a single man, GRANTOR,
 whose address is 7323 SKAGIT VIEW DRIVE, CONCRETE, WA 98237 and
 ISLAND TITLE COMPANY, a Washington corporation, TRUSTEE,
 whose address is PO BOX 1228, ANACORTES, WA 98221 and
 ALFRED L. CARPENTER and MAY O. CARPENTER, husband and wife,
 BENEFICIARY,
 whose address is 1401 29TH STREET, ANACORTES, WA 98221.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in
 Trust, with power of sale, the following described real property in Skagit
 County, Washington:

Lots 7 through 11, Block 1109, NORTHERN PACIFIC ADDITION TO THE CITY OF
 ANACORTES, according to the plat thereof recorded in Volume 2 of Plats,
 pages 9 through 11, records of Skagit County, Washington.

which real property is not used principally for agricultural or farming
 purposes, together with all the tenements, hereditaments, and
 appurtenances now or hereafter thereunto belonging or in any wise
 appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of
 grantor herein contained, and payment of the sum of Twenty Three
Thousand Dollars and NO/100 (\$ 23,000.00) with interest, in accordance
 with the terms of a promissory note of even date herewith payable to
 Beneficiary or order, and made by Grantor, and all renewals, modifications
 and extensions thereof, and also such further sums as may be advanced or
 loaned by Beneficiary to Grantor, or any of their successors or assigns,
 together with interest thereon at such rate as shall be agreed upon.

To Protect the Security of this Deed of Trust, Grantor Covenants and Agrees:

1. To keep the property in good condition and repair; to permit no waste
 thereof; to complete any building, structure or improvement being built or
 about to be built thereon, to restore promptly any building, structure or
 improvement thereof which may be damaged or destroyed; and to comply with
 all laws, ordinances, regulations, covenants, conditions and restrictions
 affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the
 property; to keep the property free and clear of all other charges, liens
 or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property
 described herein continuously insured against loss by fire or other
 hazards in an amount not to be less than the total debt secured by this
 Deed of Trust. All policies shall be held by the Beneficiary, and be in
 such companies as the Beneficiary may approve and have loss payable first
 to the Beneficiary, as its interest may appear, and then to the Grantor.

The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expense, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

It Is Mutually Agreed That:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as be necessary to fully satisfy the obligation hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sums secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereof.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property, which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees,



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Kathy Hill, Skagit County Auditor
9/29/1999 Page 2 of 3 3:47:49PM

Page 2 of 3

administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Raymond A. Carpenter
RAYMOND A. CARPENTER

State of Washington

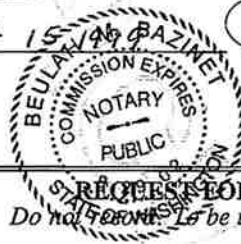
} ss.

County of Skagit

I certify that I know or have satisfactory evidence that RAYMOND A. CARPENTER is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated

Sept 15 1999 Beulah A. Bazinet



Notary Public in and for the State of Washington, residing at Concrete
My appointment expires: 8-29-02

REQUEST FOR FULL RECONVEYANCE
Do not return. To be used only when note has been paid.

paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____



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Kathy Hill, Skagit County Auditor

9/29/1999 Page 3 of 3 3:47:49PM



199909290183

Kathy Hill, Skagit County Auditor

9/29/1999 Page 1 of 2 3:47:16PM

When Recorded Return To:
ISLAND TITLE COMPANY
P. O. BOX 1228
ANACORTES, WA 98221

Escrow No. AE-6648J

LPB-10

SA-19061

Statutory Warranty Deed

Assessor's Tax Parcel ID#: 3809-109-011-0003

THE GRANTOR ALFRED L. CARPENTER and MAY O. CARPENTER, husband and wife
for and in consideration of TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00)
DOLLARS
in hand paid, conveys and warrants to RAYMOND A. CARPENTER, a single man
the following described real estate, situated in the County of Skagit,
State of Washington:

Lots 7 through 11, Block 1109, NORTHERN PACIFIC ADDITION TO THE CITY OF
ANACORTES, according to the plat thereof recorded in Volume 2 of Plats,
pages 9 through 11, records of Skagit County, Washington.

31732
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
\$117.00

SEP 29 1999

SUBJECT TO: Restrictions, reservations and easements of record.

Amount Paid \$ 445.00
By: Skagit County Treasurer
Date:

DATED: September 9, 1999

ALFRED L. CARPENTER

MAY O. CARPENTER

Alfred L. Carpenter
BY: SUSAN M. MOE, Attorney in
Fact

May O. Carpenter
BY: SUSAN M. MOE, Attorney in
Fact

Alfred L. Carpenter
BY: CHERYL DIANE HALL, Attorney
in Fact

May O. Carpenter
BY: CHERYL DIANE HALL, Attorney
in Fact

STATE OF WASHINGTON }
COUNTY OF } ss.
}

On this day personally appeared before me Cheryl Diane Hall, who
executed the within instrument as Attorney in Fact for Alfred L. and May O. Carpenter and
acknowledged to me that he/she signed and sealed for the uses and purposes therein mentioned, and on oath
stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the
said Alfred L. and May O. Carpenter is now living, and is not incompetent.

Given under my hand and official seal this 10th day of September, 1999

Carolyn A. Wissink
Notary Public in and for the State of Washington
Name printed CAROLYN A. WISSINK
Residing at Spokane
My commission expires 01-20-00

Acknowledgement - Attorney in Fact

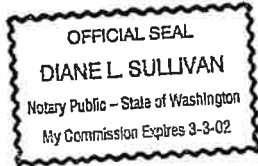
STATE OF WASHINGTON

COUNTY OF Skagit

} ss.
}

On this day personally appeared before me Susan M. Moe who executed the within instrument as Attorney in Fact for Alfred L. & May O. Carpenter and acknowledged to me that he/she signed and sealed for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Alfred L. & May O. Carpenter is now living, and is not incompetent.

Given under my hand and official seal this 10 day of Sept 1999



Diane L. Sullivan
Notary Public in and for the State of Washington.
Name printed Diane L. Sullivan
Residing at Amador
My commission expires 3-3-02

Acknowledgement - Attorney in Fact



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Kathy Hill, Skagit County Auditor

9/29/1999 Page 2 of 2 3:47:16PM



Skagit Habitat for ▶ Humanity Proposal

West 5th City Property

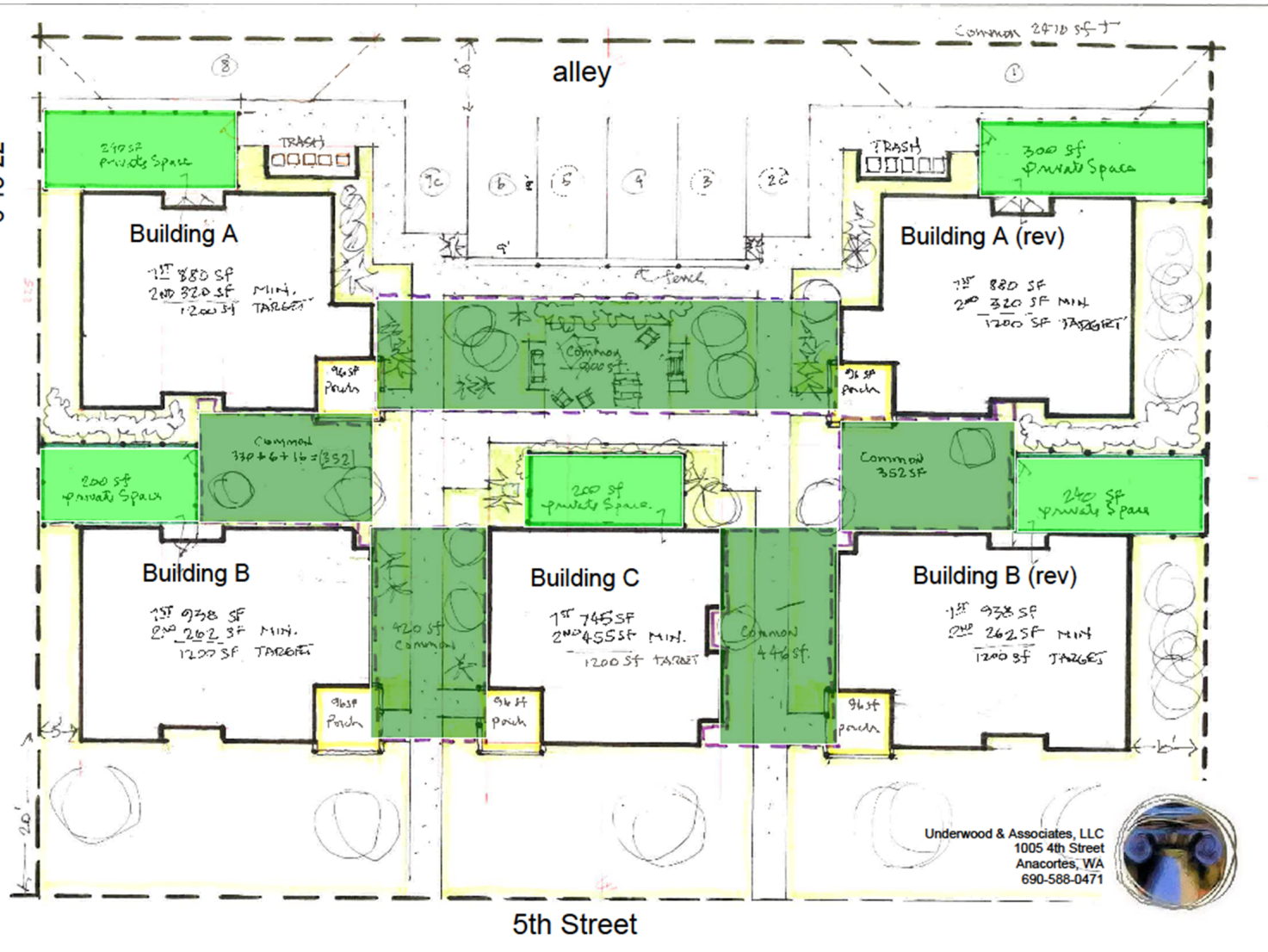
Property purchased by the City of Anacortes in 1999, \$67,200 for the purpose of a neighborhood park

R2A Use Zone, Cottages a permitted use.

Proposed lease of one dollar monthly



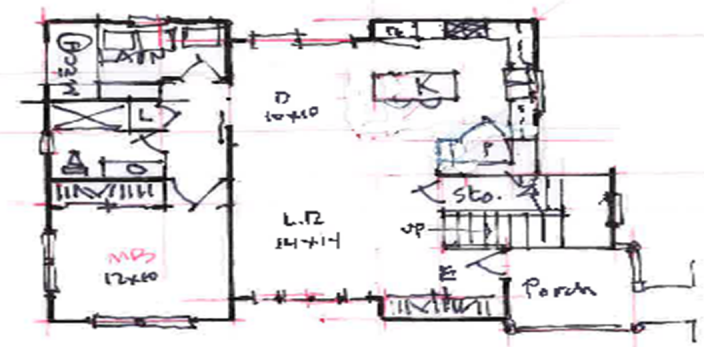
West 5th, Lot Area 16,500 SF



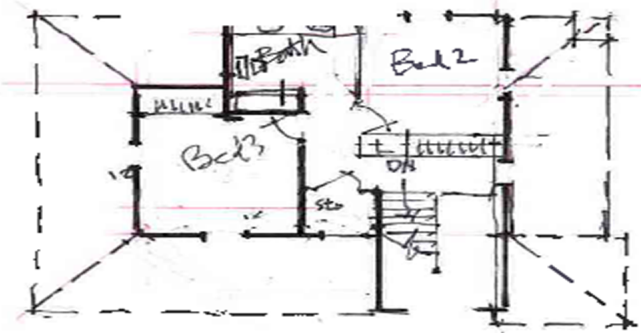
Proposed Site Plan, Five Cottage Units

Example Floor
Plan

Skagit Habitat for Humanity
6-15-22



main floor 880 sf



upper floor 320 sf

Building A

Underwood & Associates, LLC
1005 4th Street
Anacortes, WA
690-588-0471





5th Street view

Skagit Habitat for Humanity

5th Street Cottages

6-17-22

Underwood & Associates, LLC
1005 4th Street
Anacortes, WA
690-588-0471



Street Elevations

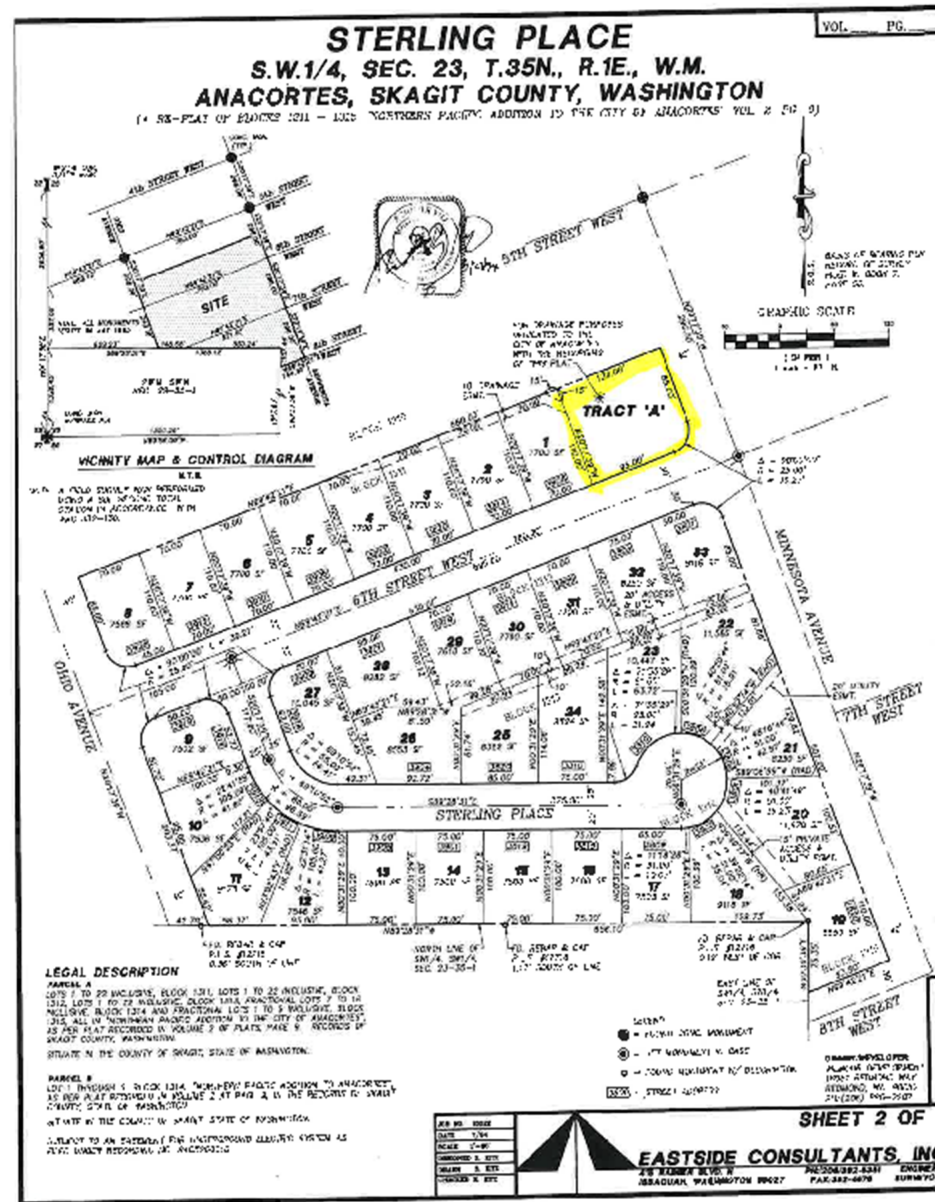
West 6th Tract A
dedicated by Sterling
Place Plat for
drainage purposes.
Determined not
needed for drainage
purposes by Public
Works.

Approximately 13,000
SF for neighborhood
park



Copy of Plat Map

Note: For drainage purposes dedicated to the City of Anacortes with the recording of this plat.





City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.b.

Agenda Item Title: Amending the Qualifications for the Utility Discount Program and Adding to the Unified Fee Schedule

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Discussion
STEVE HOGLUND	

Item Summary: City would like to add details about the utility discount program to the unified fee schedule, decrease the income threshold to qualify for the utility discount program, and increase the amount of the discount for the utility discount program.

Budget Impact:

Previous Action: N/A

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. UFS - 2023-1-01
2. Utility Discount Options 11.21.22



Unified Fee Schedule

As adopted by:
Resolution 30xx November 28, 2022
Effective January 1st, 2023

Index:

General

Utility Discount Program

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

Parks Fees

Cemetery Fees

General Provisions applicable to all City fees and charges

Unless otherwise noted

	Rates Effective 1/1/2023
City ACH Autopay and Paperless Billing Discount	\$ 2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.	
Credit Card Fee	1.50%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.	
Service Fee	\$ 75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.	
Service Charge Reduction for Low-Income Residential Customers	
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.	
See AMC 13.44.020 for more details.	
NSF Fees for Utility Billing	
First offense	\$ 25.00
Each additional offense, rate is increased by \$25	
For example, the third offense is \$75	

For all rate purposes:

“Single-family residence” is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.

“Multiple-family residence” is defined as a building or a group of buildings housing two or more families, living independently of each other, a family being defined as one or more persons living as a single housekeeping unit or household with sewer service being provided through not more than one sewer connection.

Utility Discount Program Information

The City of Anacortes has a Utility Discount Program for eligible customers. We offer those who qualify a 25% discount on their City of Anacortes Utility Bill on the water, storm, sewer, refuse, recycling, organics and fiber. The discount may only be applied to residential customer accounts.

More information can be found on our website: <https://anacorteswa.gov/187/Utility-Discount-Program>

Eligibility Guidelines

To be eligible for UDP in the year 2022 (Must renew by May 31st every year), applicants must meet the following:

- Your total household income in the monthly period prior to applying meets the income guidelines below
- You are the homeowner of the service address or the property owner/manager has designated you to pay the utility bill and your name appears on the City of Anacortes Utility Bill
- Complete and provide all required documentation

2022 Poverty guidelines, 2023 rates coming soon...		
Household Size:	Gross Monthly Income:	Gross Annual Income:
1	\$2,265	\$27,180
2	\$3,052	\$36,620
3	\$3,838	\$46,060
4	\$4,625	\$55,500
5	\$5,412	\$64,940
Add for each additional person		\$787
		\$9,440

*Note: Gross Income is based on 200% of the U.S. Federal Poverty Guidelines

Please submit the application and provide the necessary documentation requested on this form below:

[Utility Discount Program - Submission Form](#)

If you need to speak with someone or need help completing the application, please email, or call 360.293.1909.

Office hours are Monday through Friday from 8 a.m. to 4 p.m. (except for City holidays).

Financial Assistance

If you are having trouble making your utility payment, agencies are available to assist you. You may contact Washington Community 211 for assistance referrals, by simply dialing 211 from your phone. Salvation Army, local churches, and even your neighbor may be there to help you. We take funds from anyone. Please reach out to those who can help.

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

Access Anacortes Fiber Internet

Service	Long Term Contract Required	Monthly Service	Monthly	Optional Services	Installation Charge*
			<i>Managed Wi-Fi Router</i>	<i>Managed Wi-Fi Router with Extender</i>	
Residential, 100 Mbps	No	\$ 39	\$ 10	\$ 20	\$ 100
Residential, 1 Gbps	No	\$ 69	\$ 10	\$ 20	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$ 10	\$ 20	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$ 10	\$ 20	\$ 100

*Includes applicable sales tax.

Static IP addresses

IPv6	No Charge
IPv4, 1 usable address	\$ 9
IPv4, 5 usable addresses	\$ 20
IPv4, more than 5 usable addresses to be negotiated on an individual case basis	

Unreturned Equipment Fee \$75 fee for equipment not returned within 15 days of changing or canceling service.

Service Suspension \$20 per month Available to residential customers or business class customers who have fulfilled their 12 month contract
Service suspension must be a minimum of 60 days

Customer-Caused Service Call The charges will apply to configuring customer-owned equipment and repairing customer-caused damage to city-owned equipment.
\$50 per hour per technician During regular City work hours
\$75 per hour per technician Outside of regular City work hours

Services Yet To Be Priced

Dedicated Internet Access

Ethernet circuits (point-to-point, point-to-multipoint)

Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022

8.932%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the water utility.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

Rates Effective 1/1/2023

Residential

Commercial

Multi-Family

\$	24.93	\$	37.45	\$	27.87
\$	41.65	\$	62.53	\$	46.53
\$	83.04	\$	124.69	\$	92.80
\$	132.94	\$	199.60	\$	148.54
		\$	399.20	\$	297.09
		\$	623.89	\$	464.30
		\$	1,248.14	\$	928.88
		\$	1,997.10	\$	1,486.26

Residential

Commercial

Multi-Family

\$	0.02769	\$	0.04160	\$	0.03103
\$	0.00370	\$	0.00556	\$	0.00415

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

GFC In-City

\$	9,679
\$	24,197
\$	48,394
\$	77,431
\$	154,862
\$	241,971

~ Outside City Limits rate is 1.5x the In-City rate.

5/8 × ¾ & ¾

GFC, Out of City Limits

\$	14,518
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Water Agriculture Irrigation

Agriculture Meter (double check)
Agriculture Consumption Rate

Rates Effective 1/1/2023

\$	488.06	
\$	2,795	Per Million Gallons
\$	0.0209	Per Cubic Foot

Water Additional Fees

Meter Installation Fee, up to 1" (For non typical installations, as determined by City)
Meter Installation Fee deposit, greater than 1" (For non typical installations, as determined by City)
Standpipe Water Charges
Construction Meter Charges
 Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.
Water service fee*
After hours additional water service fee*
City ACH Autopay and Paperless Billing Discount*
 This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

\$	1,260.16	
\$	1,291.62	towards install cost
\$	0.04611	Per Cubic Foot
\$	71.06	
\$	75.00	
\$	75.00	
\$	2.00	

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022 8.932%

2022 rates implemented based on Sewer rate study completed in 2019. See study for more details.

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the sewer utility.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 1/1/2023

Residential	Commercial	Multi-Family
\$ 44.65	\$ 69.77	\$ 69.77
\$ 62.54	\$ 97.72	\$ 97.72
\$ 77.67	\$ 126.96	\$ 126.96
	\$ 202.42	\$ 202.42
	\$ 767.79	\$ 767.79
	\$ 977.20	\$ 977.20
	\$ 1,465.80	\$ 1,465.80

Monthly Consumption Charge

SIC 1 consumption per cubic foot

SIC 1 consumption per gallon*

SIC 2 consumption per cubic foot

SIC 2 consumption per gallon*

SIC 3 consumption per cubic foot

SIC 3 consumption per gallon*

SIC 4 consumption per cubic foot

SIC 4 consumption per gallon*

SIC 4: BOD per pound

SIC 4: TSS per pound

Residential	Commercial	Multi-Family
\$ 0.03523	\$ 0.05491	\$ 0.05491
\$ 0.00471	\$ 0.00734	\$ 0.00734
	\$ 0.06858	
	\$ 0.00917	
	\$ 0.13348	
	\$ 0.01784	
	\$ 0.02172	
	\$ 0.00290	
	\$ 2.59157	
	\$ 1.58129	

***Rates Effective 1/1/2023**

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Direct Discharge Rates

Yearly Discharge Card	\$	67.72
Per Gallon Fee		
Waste Generated on Fidalgo Island	\$	0.1354
Waste Generated off Fidalgo Island	\$	0.1625

Sewer General Facilities Charges

Per ERU, see code for details

Table 13.08.020 ERU DETERMINATION ALTERNATIVE

TYPE OF BUILDING AND SEWER USE

	ERUs		GFC In-City
		\$	10,830
1. Single-family residence	1 each per unit	\$	10,830
2. Multiple-family residence	0.8 per dwelling unit	\$	8,664
3. Manufactured home space in manufactured home park (common building at additional commercial rate and laundry areas at laundry rate)	0.65 per space	\$	7,039
4. Recreational vehicle waste dumping station	0.65 per station	\$	7,039
5. Schools	0.030 per student capacity	\$	325
6. Churches (school uses at additional per student capacity rate)	0.64 per 100 seats	\$	6,931
7. Hospitals—General	1 per bed	\$	10,830
8. Convalescent hospitals	0.5 per bed	\$	5,415
9. Residential care/boarding facilities	0.25 per bed	\$	2,707
10. Hotels and motels (additional charges for restaurant or tavern at restaurant or tavern rate, laundry areas at laundry rates, and meeting room areas with fixtures at commercial rate)	0.25 per room or motel unit	\$	2,707
11. Food preparation and/or serving areas	0.15 per 100 sq feet	\$	1,624
12. Vehicle wash			
Self-service vehicle wash	1.17 per bay	\$	12,671
Full-service vehicle wash	15.66 per bay	\$	169,594
All other vehicle washes	See Wet industrial, 13.08.020F.15.		

13. Laundries and Laundromats
Industrial laundries
14. Commercial, office and dry industrial
Bath tub w/ or w/o shower
Dental unit or cuspidor
Dishwasher
Disposal
Drinking fountain
Floor drain
Fountain/backwash
Kitchen sink
Laundry tray
Lavatory
Service sink
Shower (each head)
Swimming pool/backwash
Urinal
Urinal trough (for each 2-foot section)
Wash sink (for each set of faucets)
Washing machine
Water closet

*Rates Effective 1/1/2023		
0.3 per 100 sq feet	\$	3,249
See Wet industrial, 13.08.020F.15.		
Charge for each plumbing fixture to be installed		
0.130	\$	1,408
0.100	\$	1,083
0.100	\$	1,083
0.100	\$	1,083
0.050	\$	541
0.013	\$	141
0.100	\$	1,083
0.080	\$	866
0.080	\$	866
0.050	\$	541
0.080	\$	866
0.130	\$	1,408
0.100	\$	1,083
0.170	\$	1,841
0.170	\$	1,841
0.080	\$	866
0.070	\$	758
0.330	\$	3,574

In case of a remodel in types 5—13 which results in no increase in the units on which the charge for a new building is calculated, the ERU for the remodel will be calculated on the basis of the fixtures added using the amounts in Item 14.

15. Wet industrial

To be determined on an individual basis by the city

16. Undefined building

To be determined on an individual basis by the city and sewer use

17. Additional loading or change of use

Determined on basis of new use for entire facility less credit for former use; no refunds if new use is less than former use

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022

8.932%

These rates do not include the State Refuse Tax of 3.6%

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates effective 1/1/2023

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$16.64	\$16.64
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$13.62	\$13.62
Refuse Tote	21 gallon	1	1 per dwelling unit	\$10.91	n/a
Refuse Tote	32 gallon	n/a	3	\$20.27	\$20.27

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$23.52	\$23.52
Recyclables Tote	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$10.91	n/a
Refuse Tote	32 gallon	n/a	5	\$20.27	\$20.27
Refuse Tote	96 gallon	n/a	3	\$56.13	\$56.13

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$37.84	\$22.71
2 Cubic Yard	\$68.12	\$30.27
3 Cubic Yard	\$105.97	\$37.84
6 Cubic Yard	\$136.24	\$45.41
8 Cubic Yard	\$196.79	\$60.55

10000
48
0.458333333

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$155.92	\$116.94	At Cost plus \$1.00/ton	\$288.45	\$257.27
30 Cubic Yard	\$155.92	\$116.94	At Cost plus \$1.00/ton	\$288.45	\$257.27

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Rates effective 1/1/2023				
	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$420.98	\$257.27	At Cost plus \$1.00/ton	\$23.39	\$436.13
30 Cubic Yard	\$420.98	\$257.27	At Cost plus \$1.00/ton	\$23.39	\$436.13

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$148.12	\$38.98
2 Cubic Yard	\$179.31	\$46.78
3 Cubic Yard	\$257.27	\$62.37
6 Cubic Yard	\$506.74	\$132.53
8 Cubic Yard	\$678.25	\$171.51

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$148.12	\$4.68	\$85.76	\$153.46
2 Cubic Yard	\$171.51	\$6.24	\$101.35	\$177.69
3 Cubic Yard	\$202.70	\$8.58	\$124.74	\$209.99
6 Cubic Yard	\$288.45	\$15.59	\$202.70	\$298.84
8 Cubic Yard	\$350.82	\$23.39	\$257.27	\$363.45

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$7.57
City Garbage Bags	\$6.24
City Garbage Bags - Retail Outlet Price	\$5.85
Non-Refrigerated Appliance	\$38.98
Organics Tote Cleaning Fee	\$15.14
Refrigerated Appliance	\$54.57
Refuse Overtime Call-Out, Per Hour	\$83.26
Replacement Tote Due To Negligence	At Cost plus \$12.35
Special Haul Per Cubic Yard	\$54.57
Refuse Return Trip	\$37.84
Organics Return Trip	\$11.85
Recycling Return Trip	\$11.85

STORM

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-
Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022 8.932%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the storm utility.

Rates Effective 1/1/2023

Storm Residential and Commercial Charges

Monthly Fixed Charge

Single Family Residential (flat fee)	\$	14.64
Commercial per ERU per Month	\$	14.64
One ERU is 3,600 square feet of impervious area		

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)

	Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025
% of current rate	40%	50%	60%
Single Family Residential (flat fee)	\$ 5.86		
Commercial per ERU per Month	\$ 5.86		

Monthly Fixed Charge (HM and LM1 Zones)

	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial	Rates Effective 1/1/2023
Per ERU, minimum of 1 ERU	\$ 1,962
Including Tax	

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² /3,600 ft² = 2.78 ERU

2.78 ERU X \$14.64 per month per ERU = \$40.7 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022

8.932%

Parks, Fire, and Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2021-October 2022

17.327%

Park Impact Fee Rate Schedule

Rates Effective 1/1/2023			Park Impact Fee adopted via Ord. 3085 <i>Rate Basis: Park & Recreation Impact Fee Study/Report dated 1/28/2021</i> <i>Park impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.</i>
Land Uses	Unit of Measure	Rate	
Single family	Dwelling	\$1,726.71	
Multi-family, per dwelling unit	Dwelling	\$1,244.05	
Commerical, Retail	Per 1,000 sq. ft.	\$1,452.35	
Commerical, Industrial	Per 1,000 sq. ft.	\$726.18	
Commerical, Services	Per 1,000 sq. ft.	\$2,234.40	
Commerical, Gov/Edu	Per 1,000 sq. ft.	\$2,234.40	

Fire Impact Fee Rate Schedule

Rates Effective

1/1/2023

Land Uses	Unit of Measure	Rate
Residential		
Single family	Dwelling	\$590.94
	EMS Portion	\$460.92
	Fire Portion	\$130.01
Multi-family, per dwelling unit	Dwelling	\$500.81
Commercial		
Commercial 1		
Land uses (NAICS)		
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,695.82
Warehousing (49)		
Information (51)		
Finance & Insurance (52)		
Real Estate and Rental & Leasing (53)		
Professional, Scientific, & Technical Services (54)		
Food Services & Drinking Places (722)		
Commercial 2		
Land uses (NAICS)		

Fire Impact fees updated via Ord 3030

Rate Basis: Fire Impact Fee Study/Report dated 12/5/18

Per study, 22% is for Fire and 78% is for EMS.

Fire Portion is waived for Single Family Residence with Sprinkler System

Fire impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Manufacturing (31-33)	Per 1,000 sq. ft.	\$13.96
Commercial 3		
<i>Land uses (NAICS)</i>		
Transportation (48)	Per 1,000 sq. ft.	\$2,843.43
Health Care and Social Assistance (62)		
Arts, Recreation & Entertainment (71)		
Accommodation (721)		
Religious Organizations (8131)		
Commercial 4		
<i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$538.83
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2023	Transportation Impact fee rate adopted via Ord. 3011 Rate Basis: 2016 Comprehensive Plan Transportation Element Notes: 1. Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase. 2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal. 3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use. Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.
Land Uses	Unit of Measure*	Rate	
Cost per New P.M. Trip Generated		\$3,570.95	
Residential			
Single family (detached)	Dwelling	\$ 3,570.95	
Duplex or Cottage	Dwelling	\$ 2,213.99	
Apartment (rental, low/med/high rise)	Dwelling	\$ 2,071.15	
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,392.67	
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,249.83	
High-rise (rental, more than 10 levels)	Dwelling	\$ 1,856.90	
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	\$ 2,785.34	
Low-rise res. condo/townhome	Dwelling	\$ 1,356.96	
High-Rise Residential Condo/Townhome	Dwelling	\$ 2,106.86	
Mobile Home	Dwelling	\$ -	
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	\$ 86.77	
Day Care	sq. ft. / GFA	\$ 43.49	
Hotel/Motel	room	\$ 2,142.57	
Gasoline/Service Station	fueling position	\$ 49,529.14	
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 48,243.60	
Quick Lubrication Vehicle Stop	servicing position	\$ 18,533.25	
Marina	berth	\$ 678.48	

Institutional		
Elementary School	student	\$ 535.64
Middle School	student	\$ 571.35
High School	student	\$ 464.22
Church	sq. ft. / GFA	\$ 1.96
Hospital	sq. ft. / GFA	\$ 3.32
Assisted Living, Nursing Home, Group Home	bed	\$ 1,035.58

Transportation Impact Fee Rate Schedule

Land Uses	Unit of Measure*	Rate
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 3.46
Warehousing/Storage	sq. ft. / GFA	\$ 1.14
Mini Warehouse	sq. ft. / GFA	\$ 0.93
Restaurant		
Restaurant	sq. ft. / GFA	\$ 26.75
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 116.59
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 152.84
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 145.52
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 9.68
Apparel Store	sq. ft. / GFA	\$ 13.68
Automobile Sales	sq. ft. / GFA	\$ 9.36
Auto Parts Sales	sq. ft. / GFA	\$ 21.35
Supermarket	sq. ft. / GFA	\$ 33.85
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 187.15
Furniture Store	sq. ft. / GFA	\$ 1.61
Nursery/Garden Center	sq. ft. / GFA	\$ 24.78
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 35.39
Hardware/Building Materials Store	sq. ft. / GFA	\$ 16.03
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 17.78
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 5.32
Single tenant office building	sq. ft. / GFA	\$ 6.21
Medical/Dental Office Building	sq. ft. / GFA	\$ 12.75

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2021-October 2022

8.932%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2023

Application for encroachment agreement	\$	121.03		
Application for utility extension	\$	121.03		
Application for street improvement waiver	\$	121.03		
Application for curb cut permit	\$	60.51		
Application for street cut/R.O.W. permit				
Inside traveled way	\$	60.51		
Outside traveled way	\$	24.21		
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	\$	605.14	plus	
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	\$	60.51		
Monitoring clearing and grading permitted activity	\$	121.03	plus	\$ 30.26 per acre

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/1/2022

Permit Type		Fee	Notes
PLN	Administrative Permits Interpretations, determinations, departures	\$120	<i>Min. 1 hour</i>
PLN	Appeals Decisions, Administrative Orders, SEPA Determinations	\$200	<i>If appeal is won, City will reimburse appeal fee</i>
LPS	Annexation	\$1,870	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
BLA	Boundary Line Adjustment	\$240	
	Comprehensive Plan Amendment		
CPA	Amendment Petition Submittal	\$960	
	If Docketed	\$1,870	<i>Must be paid within 14 days of Ord. setting docket</i>
	Conditional Use Permit		
	Administrative	\$850	
	Quasi-Judicial	\$1,870	
CUP	Essential Public Facility	\$1,570	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
	Wireless Facility	\$1,330	<i>Plus \$120 per facility <u>and</u> actual cost of HE, including \$1,000 pre-payment</i>
	Critical Areas		
CAX	Letter of Exemption	\$120	
CAP	Permitted Alteration	\$1,090	
CAV	Reasonable Use/Variance	\$1,630 plus HE fees	
BLD	Demolition Permit	\$60	
PLN	Development Agreement	\$1,570	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
BLD	Fence Permit	\$15	

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/1/2022

Permit Type		Fee	Notes
FLD	Floodplain Development Permit	\$120	
PLN	Framework Development Plan	\$1,570	
			<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
HMO	Home Occupation Permit	\$150	
	Land Divisions - Preliminary		
SPL	Short Plat (up to 9 lots)	\$1,090	
LPS	Long Plat (over 9 lots)	\$1,870	
	Binding Site Plan:		
BSP	Less than 10 lots	\$1,090	
	10+ lots	\$1,870	
	Unit Lot Subdivision		
ULS	Less than 10 lots	\$360 + \$1,090	Type 1 site plan review + short plat
	10+ lots	\$1,090 + \$1,870	Type 2 site plan review + short plat
SPL	Short Subdivision Amendment/Modification	\$1,090	
LPS	Long Plat Amendment/Modificaiton	\$1,870	
	Land Divisions - Final		<i>Final fees added on to original permit application</i>
	Short Plat (up to 9 lots)		
	with site improvements	\$480	
	without site improvements	\$240	
	Long Plat (over 9 lots)	\$600	
	Binding Site Plan:		
	with site improvements	\$480	
	without site improvements	\$240	
	Unit Lot Subdivision		
	Less than 10 lots	\$360	
	10+ lots	\$600	
	Short Subdivision Amendment/Modification	\$240	
	Long Plat Amendment/Modificaiton	\$600	

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/1/2022

Permit Type		Fee	Notes
Pre-Application Meeting			
PRE	General Information	\$0	
	Pre-submittal	\$240	<i>Fee credited to formal application fee, if submitted within 6 months</i>
REZ	Rezone Site specific/authorized by Comp. Plan	\$1,870	
SEPA Review			
SEPA	Threshold Determination	\$480	<i>May be added to parent permit fees</i>
	EIS	Actual cost of prep	
Shoreline Permits			
SLX	Letter of Exemption	\$240	
Shoreline Substantial Development Permit			
SDP	Type 3	\$1,630	
	Type 4	\$1,870	
SCUP	Shoreline CUP	\$300	<i>Plus parent SDP fees</i>
SLV	Shoreline Variance	\$300	<i>Plus parent SDP fees</i>
Site Plan Review			
SPR	Type 1 - <u>Less than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$360	<i>May be added to building permit fees</i>
	Type 2 - <u>More than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$1,090	
PLN	Stormwater Management Manual Adjustments & Exceptions	\$1,090	
ROW	Vacation of Right-of-Way	\$480	<i>Plus actual cost of appraisal</i>
Variance			
VAR	Level 1	\$730	
	Level 2	\$1,330	<i>Plus actual cost of HE, including \$1000 pre-payment</i>

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/1/2022

Permit Type	Fee	Notes
Wireless Service Facilities		
WSF	Wireless Service Facility Permit	Per facility
	Eligible Facility Determination	
	Master ROW Use Agreement	
Other Planning Review		
	Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Min. 1 hour
	Planning review for activities not specifically listed above, as determined by director	Min. 1 hour
Other Fees		
	Consultant/3rd Party Review Fees	Actual Cost
	Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost
Other Fees - Added to Parent Permit		
	Minor Permit Revision	\$300
	Major Permit Revision	Cost of new application
	ADU Review	\$120
	Permit Time Extension	\$120
	Stormwater Review	\$150 per lot for subdivisions or \$0.08/sq. ft. of new or replaced hard surface For more than 2 reviews, billed at hourly rate
	Critical area report review/confirmation	\$120 New add-on fee
	SFR or duplex site plan review	\$60
	Sign Permit Review	\$60
Transportation Concurreny Review		

Planning, Community, & Economic Development Department**Land Use Application Fees - Updated Effective 2/1/2022**

Permit Type	Fee	Notes
Consultant Review	Actual Cost	<i>100% consultant cost</i>
Staff Review	\$60/hour	<i>Min. 1 Hour</i>

Parks Fees

Various Parks Fees

Washington Park

Rates effective 1/1/2023

Utility Non-Resident	\$	34
Utility - Resident	\$	25
Non-Utility - Non Resident	\$	27
Non-Utility - Resident	\$	23
Boat Lot Daily Non-Resident	\$	12
Boat Lot Daily - Resident	\$	9
Boat Lot Annual Non-Resident	\$	240
Boat Lot Annual Resident	\$	160
Group Camp	\$	120
Group Picnic Weekdays	\$	57
Group Picnic Weekends	\$	81
Hiker/Biker	\$	14
Lot B Overflow Parking	\$	10
Bundle of Wood	\$	7

Regular parks rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October. Rates are rounded to the nearest dollar.

Cemetery

Rates effective 6/27/2022

All fees at Grand View Cemetery shall be adjusted each year based on the Consumer Price Index - West Region All Items (CUUR0400SA0) as published by the U.S. Department of Labor- Bureau of Labor Statistics. They will be adjusted on March 1st of each year based on the previous years CPI change.

PROPERTY

Grave site	\$	1,018
15% endowment care	\$	152
Total Grave Site	\$	1,170
Grave Site (Youth)	\$	321
15% endowment care	\$	49
Total Grave Site	\$	370
Grave Site (Cremation)	\$	535
15% endowment care	\$	81
Total Grave Site	\$	616
Mausoleum - Eco Niches/Single only	Catalog Price	
Mausoleum - Simplicity Niches	Catalog Price	
Extended Property Use	\$	213
Extended Niche Use	\$	213

SERVICES

Opening & Closing - Regular	\$	535
Opening & Closing - Vault	\$	682
Opening & Closing- Ground inurnment/No Service	\$	142
Opening & Closing - Ground inurnment/Service	\$	249
Opening & Closing- Eco or Simplicity Niches	\$	71
Opening & Closing - Youth	\$	286
Opening and Closing - Crypt/includes name plate and vase	\$	641
Disinterment - Removal from Cemetery		
Standard	\$	1,284
Youth	\$	785
Cremated remains	\$	178
Relocation - Within Cemetery		
Standard	\$	2,353
Youth	\$	1,069
Cremated remains	\$	357

MATERIALS**

Grave Liner	\$	466	tax included
Youth Liner	\$	334	tax included
Concrete Cremation Urn Liner	\$	194	tax included
15.25"W x 9.75"L x 9.50"D			

MISCELLANEOUS SERVICES

Lot Transfers	\$	50
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Overtime Charge

Saturday Standard Burial Charge	\$	499
Saturday Cremation Burial Charge	\$	286
Hourly Rate	\$	142

MEMORIAL MARKER SERVICES

Placement fee for Flat-Bronze or Granite: \$.57 per square inch of the outside dimension (length x width) of the marker.

Placement fee for Pillowed Markers: \$.71 per square inch of the outside dimension (length x width) of the marker.

Placement fee for Slants and Hickeys: \$.85 per square inch of the outside dimension (length x width) of the marker. If the slant or hickey has a granite base, then the fee is based upon the outside dimension (length x width) of the granite base.

Placement fee for Monuments: \$1.00 per square inch of the outside dimension (length x width) of the monument's granite base.

Resetting fee for flats and pillowed markers	\$	57
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Resetting fee for monuments/slants/hickeys	\$	135
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Concrete Collars for FLAT marker sizes**

16 x 8		
20 x 10	\$	139 tax included
24 x 12	\$	155 tax included
36 x 12	\$	186 tax included
Larger than 36 x 12	\$	304 tax included

Concrete Slabs provided by Cemetery**

32 x 20 x 4	\$	172 tax included
36 x 24 x 4	\$	186 tax included
44 x 20 x 4	\$	201 tax included
56 x 20 x 4	\$	216 tax included
44 x 26 x 4	\$	232 tax included
48 x 24 x 4	\$	232 tax included
64 x 20 x 4	\$	249 tax included
68 x 24 x 4	\$	264 tax included
84 x 20 x 4	\$	286 tax included
84 x 26 x 4	\$	380 tax included
92 x 26 x 4	\$	426 tax included

**Subject to 8.8% Washington State Sales Tax

Utility Discount Program Proposal

Federal Poverty Guidelines	
Household Size	
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
Each add'l person	\$4,720

Current Eligibility Rates for COA	Proposed Eligibility Rates
150%	200%
\$20,385	\$27,180
\$27,465	\$36,620
\$34,545	\$46,060
\$41,625	\$55,500
\$48,705	\$64,940
\$7,080	\$9,440

Utility Discounts	Present Rate	20%	25%	30%	40%	50%
water	\$22.89	\$18.31	\$17.17	\$16.02	\$13.73	\$11.45
storm	\$13.44	\$10.75	\$10.08	\$9.41	\$8.06	\$6.72
sewer	\$43.14	\$34.51	\$32.36	\$30.20	\$25.88	\$21.57
refuse 21-gallon	\$10.01	\$8.01	\$7.51	\$7.01	\$6.01	\$5.01
refuse 32-gallon	\$18.61	\$14.89	\$13.96	\$13.03	\$11.17	\$9.31
recycling	\$12.51	\$10.01	\$9.38	\$8.76	\$7.51	\$6.26
organics	\$15.28	\$12.22	\$11.46	\$10.70	\$9.17	\$7.64
fiber 100mg	\$39.00	\$31.20	\$29.25	\$27.30	\$23.40	\$19.50
fiber 1g	\$69.00	\$55.20	\$51.75	\$48.30	\$41.40	\$34.50
wifi	\$10.00	\$8.00	\$7.50	\$7.00	\$6.00	\$5.00



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.c.

Agenda Item Title: Access Anacortes Fiber Internet- Quarterly Update

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Emily Schuh	Staff Report
Emily Schuh	

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3105: City of Anacortes 2023 Legislative Priorities

Staff Contact(s): Emily Schuh

Approved for Submittal to Council by **Action Type**

Emily Schuh

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: Each year the City Council adopts legislative priorities which provide a focused direction for City staff and the Mayor when speaking with legislators.

Budget Impact:

Previous Action:

Recommended Motion: I move to approve Resolution 3105 establishing Anacortes' Legislative Priorities for the 2023 Legislative Session.

Alternative Actions: I move to approve Resolution 3105 establishing Anacortes' Legislative Priorities for the 2023 Legislative Session with these edits _____.

Attachments (listed in order presented):

1. Draft Resolution 3105_Legislative Priorities 2023
2. Draft Legislative Priorities 2023
3. AWC Legislative Priorities
4. Legislative Priorities 2023 Presentation

RESOLUTION NO. 3105

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2023 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2023 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS the 2023 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City: and

WHEREAS, during the 2023 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate: and

WHEREAS it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2023 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2023 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this ____ day of _____

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney

CITY OF ANACORTES

2023 LEGISLATIVE PRIORITIES



RESPOND TO THE *BLAKE* DECISION

Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately.

- **Clarification:** Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.
- **Funding:** Additional investments to help Anacortes with offsetting the costs of vacating criminal convictions, repaying legal financial obligations, administering diversion programs, and mitigating municipal court impacts.
- **Investment:** Expand and support alternate response models such as the Anacortes Police Department Outreach Team, social workers, treatment providers, and system navigators to help direct people to treatment. Support of specialized court programs such as enforcement assisted diversion and therapeutic courts.



ADDRESS VEHICLE PURSUITS FOR PUBLIC SAFETY

Support clarification around allowable use of police pursuits

- **Clarification:** Clarify the ability to conduct vehicular pursuits using a reasonable suspicion standard essential to allow effective and safe pursuits when there is an immediate threat to public safety.
- **Funding:** Anacortes needs continued state support to offset the ongoing costs of increased public safety programs.
- **Investment:** Anacortes is facing critical vacancies in law enforcement. Investment in recruitment, training and retention is needed.



ENSURE BASIC INFRASTRUCTURE FUNDING

Fully fund the Public Works Assistance Account (PWAA)

- **Clarification:** Allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further transfers or diversions to other programs or non-infrastructure accounts.
- **Funding:** Expand state funding opportunities for maintenance and operations of local infrastructure including water and wastewater systems and broadband expansion.
- **Investment:** Direct and robust investment in local infrastructure.



HOUSING AVAILABILITY & AFFORDABILITY

Support a proactive, comprehensive approach to help increase housing supply and address affordability.

- **Clarification:** One-size-fits-all policies will not address complex problems. We need a comprehensive housing package that addresses affordability, availability, regulatory flexibility, and infrastructure needs.
- **Funding:** Anacortes needs resources to respond to local housing needs, address the growing homeless population, and to strengthen outreach models.
- **Investment:** Investment in housing for our lowest income residents, affordable homeowner opportunities, incentives to increase supply, and tools to preserve existing affordable units



BEHAVIORAL HEALTH RESOURCES

Support for behavioral services and alternative response programs

- **Clarification:** Cities are not traditionally direct service providers yet are tasked with finding solutions for lack of available services.
- **Funding:** Funding to establish sustainable community-based behavioral health services.
- **Investment:** Expansion of alternative response offerings such as outreach, co-responders, and advocacy programs.

General Provisions: Protect Shared State Revenue Sources – Support Long-term Sustainability – Support Partnership Between City and State
Legislative Priorities Adopted by Council Resolution No. 3105

2023 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with cities and act on the following priorities:



Respond to the *Blake* decision

Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately. Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.

Support additional investments to help cities with the costs stemming from the *Blake* decision on how possession of controlled substances is handled by the criminal justice system. This includes:

- Funding to help offset the costs of vacating criminal convictions, repaying legal financial obligations, administering diversion programs, and mitigating municipal court impacts.
- Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.



Address vehicle pursuits for public safety

Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit of suspects when there is an immediate threat to public safety. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.



Ensure basic infrastructure funding

Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts. Expand state funding opportunities to assist with maintenance and operations of local infrastructure.



Increase housing availability & affordability

Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. Cities need resources to encourage development of housing at all income levels—especially for our lowest-income residents.



Provide behavioral health resources

Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement for responding to situations that involve individuals suffering from behavioral health issues.

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org

City of Anacortes Legislative Priorities Review



December 12, 2022

WA State Legislative Session Facts

- ▶ The Legislature begins each legislative session annually on the second Monday in January.
- ▶ In odd-numbered years, when the state budget is debated upon, the State Legislature meets for 105 days, and in even-numbered years, it meets for 60 days
- ▶ In 2023, the legislature will be in session from January 9, 2023 through April 24, 2023.



Why adopt Legislative Priorities?

- ▶ Cities are home to 65% of the state's residents, drive its economy, and provide the most accessible government.
- ▶ Anacortes legislative priorities provide a focused direction for City staff and the Mayor when speaking with legislators



Anacortes Priorities Align Closely with Association of WA Cities

Anacortes specifically seeks

CLARIFICATION
FUNDING, &
INVESTMENT

2023 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of the state's residents, drive the economy, and provide the most accessible government. The continued success of cities depends on adequate resources and local decision-making to best meet the needs of our residents.

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Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately. Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.

Support additional investments to help cities with the costs stemming from the Blake decision on how possession of controlled substances is handled by the criminal justice system. This includes:

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- Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.



Address vehicle pursuits for public safety

Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit of suspects when there is an immediate threat to public safety. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.



Ensure basic infrastructure funding

Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts. Expand state funding opportunities to assist with maintenance and operations of local infrastructure.



Increase housing availability & affordability

Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. Cities need resources to encourage development of housing at all income levels—especially for our lowest-income residents.



Provide behavioral health resources

Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement for responding to situations that involve individuals suffering from behavioral health issues.

Contact:

Candice Beck
Government Relations Director
candc@awacities.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wa-cities.org



Anacortes Priority

RESPOND TO THE BLAKE DECISION

Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately.



Clarification	Funding	Investment
Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.	Additional investments to help Anacortes with offsetting the costs of vacating criminal convictions, repaying legal financial obligations, administering diversion programs, and mitigating municipal court impacts.	Expand and support alternate response models such as the APD Outreach Team, social workers, treatment providers, and system navigators to help direct people to treatment. Support of specialized court programs such as enforcement assisted diversion and therapeutic courts.

Anacortes Priority

ADDRESS VEHICLE PURSUITS FOR PUBLIC SAFETY

Support clarification around
allowable use of police pursuits



Clarification

Clarify the ability to conduct vehicular pursuits using a reasonable suspicion standard essential to allow effective and safe pursuits when there is an immediate threat to public safety.

Funding

Anacortes needs continued state support to offset the ongoing costs of increased public safety programs.

Investment

Anacortes is facing critical vacancies in law enforcement. Investment in recruitment, training and retention is needed.

Clarification	Funding	Investment
Allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further transfers or diversions to other programs or non-infrastructure accounts.	Expand state funding opportunities for maintenance and operations of local infrastructure including water and wastewater systems and broadband expansion.	Direct and robust investment in local infrastructure.



Anacortes Priority

ENSURE BASIC INFRASTRUCTURE FUNDING

Fully fund the Public Works Assistance Account.

Anacortes Priority



HOUSING AVAILABILITY & AFFORDABILITY

Support a proactive, comprehensive approach to help increase housing supply and address affordability.

Clarification	Funding	Investment
One-size-fits-all policies will not address complex problems. We need a comprehensive housing package that addresses affordability, availability, regulatory flexibility, and infrastructure needs.	Anacortes needs resources to respond to local housing needs, address the growing homeless population, and to strengthen outreach models.	Investment in housing for our lowest income residents, affordable homeowner opportunities, incentives to increase supply, and tools to preserve existing affordable units.



Clarification	Funding	Investment
Cities are not traditionally direct service providers yet are tasked with finding solutions for lack of available services.	Funding to establish sustainable community -based behavioral health services.	Expansion of alternative response offerings such as outreach, co-responders, and advocacy programs.

Anacortes Priority

BEHAVIORAL HEALTH RESOURCES
SUPPORT FOR BEHAVIORAL
SERVICES AND ALTERNATIVE
RESPONSE PROGRAMS

Anacortes supports legislation to

Promote the City Council's goals and to protect the City's ability to provide basic services to its citizens.

- Protect shared state revenue sources available to the City and provide new revenue options and flexibility in the use of existing revenues.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded, and vital services are provided to all residents of the State.



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.e.

Agenda Item Title: Resolution 3100: Establishing Real Property Purchase Checklist

Staff Contact(s): MATT MILLER, DARCY SWETNAM

Approved for Submittal to Council by **Action Type**

GREG FRANCIOCH

Resolution

DARCY SWETNAM

STEVE HOGLUND

Item Summary: This Resolution adopts a checklist for all future purchases of real property to ensure that the City is performing all necessary due diligence before purchase.

Budget Impact:

None

Previous Action: First considered at the [October 17, 2022](#) City Council meeting.
Considered again at the November 21, 2022 Council meeting.

Recommended Motion: I move we adopt Resolution 3100 establishing property purchase guidelines and checklist for real property purchases.

Alternative Actions: amend, reject

Attachments (listed in order presented):

1. 221212 - Resolution 3100 - Real Prop Purchase Checklist
2. 221017 Mayor - Res 3100 Presentation

**RESOLUTION NO.
3100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
WASHINGTON, ESTABLISHING PROPERTY PURCHASE
GUIDELINES AND CHECKLIST FOR REAL PROPERTY PURCHASES.**

WHEREAS, the City has authority to buy and sell real property pursuant to RCW 35A.11.010; and

WHEREAS, the City Council of Anacortes recognizes the value of real property acquisition for the benefit of the City and the citizens thereof; and

WHEREAS, the City Council of Anacortes periodically desires to purchase real property and, therefore, wishes to explore such feasibility, and

WHEREAS, the City Council of Anacortes recognizes that it is essential for the City to perform adequate due diligence for real property purchases; and

WHEREAS, the City Council of Anacortes recognizes the importance of having clear guidelines and procedures for real property purchases and of maintaining complete and accurate records of such purchases, and

WHEREAS, City staff have researched and considered reasonable due diligence requirements for any and all future City property acquisitions, which have been captured in Exhibit A; and

WHEREAS, THE City Council of Anacortes now wishes to adopt Exhibit A as a checklist for all future real property acquisitions by the City of Anacortes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1: The Property Purchase Checklist attached hereto as Exhibit "A" is

adopted as a supplement to the City's Purchasing Policy and will be completed for each transaction by which the City purchases real property to ensure performance of all necessary due diligence.

Section 2: City staff will retain comprehensive records that verify compliance with the Property Purchase Checklist for each transaction in accordance with all applicable requirements under the Public Records Act at 42.56 of the Revised Code of Washington.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this _____ day of November 2022.

MATTHEW C. MILLER, MAYOR

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

**REAL PROPERTY
ATTACHMENT TO
PURCHASE POLICY –
EXHIBIT "A"**

The following steps provide a roadmap to ensure all necessary due diligence is completed by City leadership and staff prior to the purchase of any real property. Depending on the requirements of the particular transaction involved, the project manager should ensure that each applicable step has been completed and that all relevant records are retained as required by City policy and the Public Records Act.

1. **Preliminary Evaluation:** Prior to taking a proposal to Council, staff should gather the necessary information to ensure the purchase would meet the City's needs and has potential financing sources.
 - a. **Identify information:** Identify land to be acquired and gather all general information to begin discussion with City leaders and Council.
 - b. **Evaluate zoning:** Check zoning regulations and evaluate whether zoning will allow for desired or potential uses of the property.
 - c. **Identify funding sources:** Evaluate budget and evaluate financing options with Finance Director.
2. **Council Evaluation and Action:** Once preliminary information has been gathered, the proposed purchase should be taken to Council to consider whether they want to proceed with the transaction.
 - a. **Executive Session:** Discuss general information about the property with Council in executive session if public knowledge would cause a likelihood of increased price. Council may not take action in executive session, but can provide general thoughts about purchase price, appraisal, and level of due diligence.
 - b. **Council Action:**
 - i. **Authorization:** To proceed with the sale, Council must authorize the Mayor to execute a purchase and sale agreement in open session. The purchase and sale agreement may specify the feasibility period for due diligence work and the time period necessary to complete.
 - b-ii. **Ratification:** The Mayor may execute a deliver a purchase and sale agreement prior to Council authorization and seek ratification from Council if the execution of a purchase and sale agreement in open session would negatively affect the City's interest in the transaction.
3. **Due Diligence:** Once Council decides to proceed with the transaction, staff must complete a thorough due diligence evaluation of the property and transaction to identify any potential issues and ensure that the City doesn't unintentionally take on liability.
 - a. **Title Report:** Obtain and review official title report to determine whether there are title issues.
 - b. **Waiver of Retroactivity:** If the purchase is to be funded by a grant that hasn't been awarded yet, City should seek a waiver of retroactivity to allow later-acquired grant funds to be used for the purchase.
 - c. **Record of survey:** If necessary, obtain a survey for the property.
 - d. **Phase 1 Environmental:** Conduct a phase 1 Environmental Site Assessment to look at the property's current and historical use to determine if there are hazardous conditions on the property that could be a liability for the City or interfere with the

intended use of the property.

- e. **Appraisal/CMA:** Obtain an appraisal or Comparative Market Analysis (CMA) to evaluate comparable properties and value of the property.
 - f. **Staff inspection:** Key staff need to physically inspect property to evaluate any concerns and suitability on site.
 - g. **Additional due diligence:** Perform any other due diligence that the particular conditions or intended uses of the site require, such as evaluation of current leases, arborist reports, GeoTech, etc.
4. **Report back to Council on due diligence before the end of the feasibility period:** Once staff have completed the due diligence required for the property, that information should be reported back to Council before the end of the feasibility period. If due diligence reveals potential issues with the transaction, Council must decide whether to proceed with the purchase.
- a. **Deed review:** Seller provides a draft copy of the deed for review by Council.
 - b. **Clear title:** Obtain any documents necessary to clear title, such as discharge of mortgage, etc.
 - c. **Evaluate potential litigation:** Discuss any potential litigation in executive session. If an extension of the due diligence period is needed, authorize the Mayor to execute the extension in open session.
5. **Council authorization to close:** If Council is satisfied with the information provided, they may provide authorization to the Mayor to execute all closing documents.
6. **Obtain settlement statement:** Settlement statement should show closing adjustments and funds to be disbursed, which should be reviewed by the Finance Director.
7. **Finance confirms wire transfer information and funds available:** Finance Director must confirm the required payment/transfer of funds for purchase. Finance Director must also confirm with the Seller's financial institution, closing agents, and any other necessary parties that wire transfer information is accurate to avoid risk of wire transfer scam.
8. **Closing:** Mayor must sign all closing documents required to complete the transaction.
9. **Ensure all documents are recorded:** Staff must ensure that all closing documents are properly recorded to transfer title.
10. **Post-Closing:** Staff must ensure that records of the transaction are kept in City files and that the property is added to the City's asset management system, the City's property insurance policy, and any other facilities plans that apply.

Resolution 3100



OCTOBER 17
2022



Purpose

Resolution 3100 attempts to have Council adopt a policy checklist to be used with every real estate purchase to ensure the City completes all necessary due diligence prior to any transaction.



Steps for Real Property Purchases

1. Identify land and gather information
2. Ensure property is zoned for intended use
3. Identify funding source
4. Discuss general info in executive session if open session discussion would impact price
5. Council authorization to execute purchase and sale agreement in open session
6. Obtain and review title report
7. Obtain waiver of retroactivity
8. Record of survey
9. Phase 1 environmental assessment

Steps for Real Property Purchases – Cont'd

10. Obtain appraisal and/or CMA
11. Staff inspection
12. Additional required due diligence (arborist, leases, GeoTech, etc.)
13. Seller provides draft deed to be discussed with Council
14. Obtain necessary documents to get clear title
15. Discuss any potential litigation in executive session and address any necessary extension of due diligence
16. Seek council authorization for Mayor to execute closing documents
17. Obtain Settlement Statement for finance review
18. Finance Director confirms payment/transfer of funds

- ³19.0 Purchase documents are

Thank you





City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.f.

Agenda Item Title: Contract Award: Municipal Fiber Network Coordinated Services
#23-021-FBR-001

Staff Contact(s): JAMES LEMBERG , Emily Schuh

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

Item Summary: Staff seeks City Council approval of a contract with Northwest Open Access Network (NoaNet) for provision of engineering services, network operations center services, and dedicated Internet access.

Background:

1. **History:** The City uses NoaNet to provide specialized services that would be cost-prohibitive for the City to perform itself. Those engineering services and 24x7x365 network operations center services. The City is contemplating adding provision for dedicated Internet access (to increase the robustness of our upstream Internet connectivity), and the contract scope of work and price schedule have been appropriately modified.
2. **Key Terms:**
 - The contract term is through 12/31/23, with an option for two additional one-year renewals.
3. **Competitive Bidding:** This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected NoaNet to perform the work.

Previous Council/Committee Action: The City previously contracted with NoaNet for the same services under the same commercial terms (except for the price points). Council approved that contract [19-040-FBR-001](#) at its [April 15, 2019](#) meeting, contract [Modification 01](#) (requiring only the Mayor's signature) was executed by the Mayor on February 25, 2020, and contract [Modification 02](#) was approved by Council at its [December 14, 2020](#) meeting.

Budget Impact:

Contractor	NoaNet
Contract Amount	monthly charges
2023 BARS #	001.260.532.10.41 = \$261,392 001.260.594.32.63 = \$7,830,000
Budget Amendment Required?	No
Start Date	1/1/2023
End Date	12/31/2023

Previous Action: The City previously contracted with NoaNet for the same services under the same commercial terms (except for the price points). Council approved that contract [19-040-FBR-001](#) at its [April 15, 2019](#) meeting, contract [Modification 01](#) (requiring only the Mayor's signature) was executed by the Mayor on February 25, 2020, and contract [Modification 02](#) was approved by Council at its [December 14, 2020](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-021-FBR-001 with NoaNet to perform the Municipal Fiber Network Coordinated Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-021-FBR-001



Contract 23-021-FBR-001
Between
THE CITY OF ANACORTES
and
NOANET

Municipal Fiber Network Coordinated Services

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Northwest Open Access Network (NoaNet), hereinafter referred to as the "Consultant";

WHEREAS, the City requires the professional services of the Consultant;

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 Consultant shall provide coordinated monitoring, management, and other services for the City's broadband network. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. All work shall be performed under the direction of Jim Lemberg, or his representative, hereinafter referred to as Project Manager.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants 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 or the Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

3. **Fees and Payment Terms.** The City shall pay all fees due for services rendered according to the prices and terms listed in Attachment B, "Service Order Summary", which is hereby incorporated by reference and made a part hereof. These Services are subject to but are not limited to a Monthly Recurring Charge ("MRC") as set forth in Service Order Summary. All charges are subject to applicable taxes. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") are to be billed the following month. Consultant reserves the right to recover any additional installation charges accrued during installation of new devices. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

4. **Term of Agreement.** The initial term of this agreement shall be from January 1, 2023 through December 31, 2023. City of Anacortes shall have the right to renew this agreement for two additional one-year renewal terms, under the same terms and conditions.

5. **Subcontracts.**

The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the Subconsultant has the experience, ability, and equipment the Work requires. "Subconsultant" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (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 Subconsultant, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the Subconsultant, or
- d. Convey to the Subconsultant any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subConsultants to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any Subconsultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subconsultant be removed. The Consultant shall comply with this request at once and shall not employ the Subconsultant for any further Work under the Contract.

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, 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. Consultants may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

7. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

8. **Withholding Payment.** In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

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

10. **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 Consultant.

11. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant 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 Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

12. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

13. **Standard of Care.** The Consultant represents that the Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

15. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

16. **Acceptance.** Consultant 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 Consultant. 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.

17. **Defense and Indemnity Agreement.** Each party hereby agrees to save, defend, indemnify and hold harmless the other party and its officers, directors, employees, consultants and agents from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees, to which the indemnified party may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such losses arise directly or indirectly out of activities performed by the indemnifying party pursuant to this Agreement, except to the extent such losses result from the alleged gross negligence or willful misconduct of any indemnified party.

18. **Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. **Commercial General Liability** insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Worker's Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.
5. Technology Errors & Omissions (E&O)
6. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
4. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
5. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

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

F. Other Insurance Provision: The Consultant's Automobile Liability insurance and Commercial General Liability 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 Consultant'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. Insurance provided by a utility self-insurance pool is acceptable.

H. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. SubConsultants' Insurance: The Consultant shall cause each and every SubConsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by SubConsultants. The Consultant shall ensure that the City is an additional insured on each and every SubConsultant's Commercial General liability insurance policy using an endorsement 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 Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance: Failure on the part of the Consultant 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 Consultant 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 sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

19. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

21. **Publicity.** Consultant may include City of Anacortes' name or its trademarks in a list of Consultant customers, online or in promotional materials. Consultant may also verbally reference City of Anacortes as a customer of the Services. City of Anacortes may revoke this right to use its trademarks under this Section with written notice to Consultant and a reasonable period to stop the use.

22. Terminate Agreement.

A. **Termination for Default:** If the Consultant 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 Consultant 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 Consultant 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 Consultant. The Consultant 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.

23. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Consultant 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.

24. **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.

25. **Covenant Against Contingent Fees.** The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to

solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, 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.

26. Disputes

A. **General:** Differences between the Consultant 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 Consultant 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 Consultant has given the City a written Notice of Potential Claim within thirty (30) calendar days of discovery 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 Consultant 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. Consultant 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 Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Consultant 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 Consultant arising of this Agreement or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant 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.

27. **Attorney's Fees and Costs.** In the event of litigation regarding any of the terms of this Agreement, the prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

28. **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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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.

29. **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.

30. **Compliance with Laws.** The Consultant 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. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

31. **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.

32. **Survival of Contract Termination.** The articles relating to Defense and Indemnity Agreement, Ownership and Use of Documents, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

33. **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

CONSULTANT:

NoaNet
Chris Walker
7195 Wagner Way, Ste 104
Gig Harbor, WA 98335

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

NOANET

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Contract 23-021-FBR-001
Exhibit A
Scope of Work
Page 1 of 2

1.0 Network Operations and Maintenance

1.1 Network Core and Distribution Element Monitoring

- 1.1.1 Perform 7x24x365 monitoring, fault detection, problem isolation, escalation, and restoration management of core network and equipment nodes;
 - 1.1.1.1 Report any of-out-service condition on any core or distribution network element or interface to City by email, text, or telephone within 30 minutes of the start of the out-of-service status.
- 1.1.2 Live call taking 7x24x365 with access through a toll-free number;
- 1.1.3 Provide three levels of technical support with a single point of contact for trouble resolution and engineering support;
- 1.1.4 Supply and operate technical support tools to perform network management;
- 1.1.5 Manage and maintain network and system software products as requested by City;
- 1.1.6 Quality test and implement network support software as requested by City;
- 1.1.7 Backup and restore operational systems as requested by City;
- 1.1.8 Supply trained operations staff to provide and maintain operations standards and procedures;
- 1.1.9 Trouble ticket access for network problem reporting, ticket status and shared information;
- 1.1.10 Provisioning support for new circuits, devices, and capabilities on the network.
- 1.1.11 Prepare ad-hoc reports at the request of the City.

2.0 Call Center

2.1 NoaNet Responsibilities: NoaNet will provide 7x24x365 call center contact support personnel for the purpose of responding to customer trouble reporting and performing initial troubleshooting.

- 2.1.1 Provide for network analyst call center contract personnel who understand City's GPON and are capable of using City's GPON management system to perform initial troubleshooting;
- 2.1.2 Provide accurate and efficient ONT provisioning support;
- 2.1.3 Perform initial troubleshooting, document using NoaNet ticket system, and communicate status with City;
- 2.1.4 Escalate troubleshooting to City as necessary;

3.0 Outside Plant Management

3.1 Design Services

3.1.1 Design aerial and underground outside plant for broadband network

- 3.1.1.1 Develop work packages with drawings, bills of material, "staking sheets"; splicing diagrams and patch panel assignments to be issued for construction;
- 3.1.1.2 Prepare and submit pole attachment requests via NJUNS.

3.2 Outside Plant Management

- 3.2.1 Support development of documentation of outside plant including mapping of cable routes, strand connectivity, splicing diagrams and patch panel assignments;
- 3.2.2 Develop work packages and drawings to maintain necessary facilities during conditions of repair, restoration, additions, tear downs, and relocates.

4.0 Network Engineering Support

4.1 NoaNet Responsibilities

- 4.1.1 Tactical engineering and technical support;
- 4.1.2 Provide advice regarding network expansion equipment design;
- 4.1.3 Support Border Gateway Protocol (BGP) engineering, IP routing management and deployment;
- 4.1.4 Support deployment, installation, setup, configuration of network equipment;

5.0 Broadband Connectivity

5.1 NoaNet Responsibilities

- 5.1.1 If the City requests, supply 10G of Upstream Internet Access at 311 Cedar St, Burlington, WA collocation facility;
 - 5.1.1.1 Supply and manage cross connect between NoaNet equipment and City of Anacortes transport equipment at 311 Cedar Street, Burlington, WA collation facility;
 - 5.1.1.2 Support design and implementation of appropriate routing protocols between NoaNet and City routers.

Contract 23-021-FBR-001
Exhibit B
Service Order Summary
Page 1 of 1

Outside Plant Management and Engineering Support:

	Per Hour
Director	\$264.00
Sr. Manager / Sr. Engineer	\$236.00
Manager / Engineer	\$180.00
Field Technician / Designer	\$162.00
Project Manager / Consultant	\$171.00

Reimbursables:

Permit and Application Expenses	Cost plus 10%
Per Diem (daily)	\$175.00
Hotel (\$200 cap)	Cost plus 10%
Airline Flight and Vehicle Rental	Cost plus 10%
Material Fees	Cost plus 10%
Mileage	Included in Per Diem

Network Operations Center Device Management:

Management Fee	\$2,214.00
Core Node, per device	\$81.00
Customer Premise Device, per device	\$25.00
Environmental monitor(?), per device	\$15.50
ONT subscriber, no SLA, per device	\$2.50
OSP Insight, per subscriber, per device	\$0.50

10Gig Internet Back Haul; Burlington:

36 month term	
Monthly Recurring Charge	\$2,000.00
Non-Recurring Charge, Installation	\$0.00

60 month term	
Monthly Recurring Charge	\$1,850.00
Non-Recurring Charge, Installation	\$0.00

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



City Council Agenda Bill

Meeting Date: December 12, 2022 **Agenda Item:** 6.g.

Agenda Item Title: Contract Award: 2023 Prosecution Contract #23-029-LEG-001

Staff Contact(s): DARCY SWETNAM

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

Item Summary: This contract is with Craig Cammock and Julie Walters to provide prosecution services in 2023. Their service consists of two parts: 1) a flat monthly payment of \$6700 for prosecution services and an additional not-to-exceed amount of \$15,000 for community court and additional legal support on an as-needed basis. This contract has already been integrated into the 2023 budget as adopted.

Budget Impact:
Overall contract amount is \$95,400.

Previous Action: Contract was awarded for prosecution services for 2022.

Recommended Motion: I move we authorize the Mayor to sign the 2023 Prosecution Contract.

Alternative Actions: N/A.

Attachments (listed in order presented):

1. 23-029-LEG-001

**2023 CONTRACT FOR
CITY OF ANACORTES PROSECUTOR SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the City of Anacortes, acting by and through its City Attorney, hereinafter referred to as the "City," and Craig Cammock and Julie Walters hereinafter collectively referred to as the "Prosecutor."

WHEREAS the City has need of legal services for the provision of a competent attorney to effectively prosecute those people charged by the City with misdemeanors in the Anacortes Municipal Court including appeals at all appellate levels; and

WHEREAS the Prosecutor has expertise in this area of practice, and is able to provide advice and representation;

NOW, THEREFORE, it is hereby agreed as follows:

1. Legal Services:

- A. **Prosecution Services:** The Prosecutor agrees to provide legal services to prosecute persons charged with misdemeanors, contested civil infractions, and represent the City in additional municipal matters including dangerous dog cases filed in the Anacortes Municipal Court using the lawyer's best professional judgment. The Prosecutor shall represent the City through all levels of appeals in criminal matters.
- B. **Law Enforcement Support Services:** The Prosecutor agrees to provide legal services on matters related to criminal justice, including but not limited to providing legal research, training, and assistance to the Anacortes Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions.
- C. **Professional Standards:** Services will be provided in a professional, skilled manner consistent with the standards set forth in the Washington Rules of Professional Conduct, ABA standards for prosecutors, case law, and applicable court rules defining the duties of counsel and special obligations of prosecutors in criminal cases.

2. Service: The Prosecutor will make every effort to expedite such legal matters promptly and efficiently according to the highest legal and ethical standards.

3. Term: Services to be provided pursuant to this agreement shall commence on January 1, 2023 and terminate on December 31, 2023; PROVIDED, HOWEVER, that the term of this agreement may be extended upon the mutual agreement of the parties.

A. The City may terminate its contract with a Prosecutor for convenience on sixty (60) days' notice or on thirty (30) days' notice only for violation of the terms of the contract, violation of the Rules of Professional Conduct (including initiation of

disciplinary proceedings by the Washington State Bar Association), or for failure to comply with the City's Standards for Prosecution Services. A termination for cause shall be effective immediately only where the nature of the cause for termination presents an immediate threat of harm or liability to the City or a Defendant.

B. The Prosecutor will not terminate its contract with the City unless the Prosecutor is unable to carry out the terms of the contract. If the Prosecutor determines that it is not able to carry out the terms of the contract, it shall provide the City with not less than ninety (90) days' written notice so that the City may obtain another Prosecutor.

C. The Prosecutor shall have the right to renegotiate or terminate this contract, which termination shall be subject to the 90 days' notice provided in Section 3(B) above, in the event that the Anacortes Municipal Court adds an additional docket(s) to the current practice of two dockets per month and/or in the event that the Prosecutor's workload increases materially due directly or indirectly to the implementation of public defender caseload standards, changes in the law and/or court procedures.

4. Fees:

A. Prosecution Fees: The City shall pay the Prosecutor as sole compensation for Prosecution Services performed under this agreement the sum of \$6700.00 per month.

B. Law Enforcement Support Fees: The City shall pay the Prosecutor for all Law Enforcement Support Services and for matters related to Community Court(s) at the rate of \$275 per hour, or if said services are performed by a paralegal in the Prosecutor's office, the same shall be compensated at the rate of \$100 per hour, with the total amount charged for Law Enforcement Support Services under this Agreement not to exceed fifteen thousand dollars (\$15,000).

5. Services are Personal: The legal services described herein shall be provided by Craig Cammock and Julie Walters. The City has entered into this agreement based upon the skills and qualifications of the attorneys named above, who will provide the services described herein.

6. Substitute Counsel: It is the intent that the Prosecutor shall contract with other attorneys as substitute counsel to provide services when the Prosecutor is precluded from doing so as a result of a conflict of interest, or other disability. The Prosecutor's contract with substitute counsel should include all of the terms included in the contract between the City and the Prosecutor, excluding only payment terms. The Prosecutor shall compensate substitute counsel out of the Prosecutor's own funds. Substitute counsel shall be subject to the City's consent as to individuals assigned.

7. Insurance: The Prosecutor shall have and maintain a professional liability policy with limits of \$1,000,000 per claim and \$1,000,000 aggregate, and which shall protect the City from liability for counsel's legal malpractice or other negligence.

The deductible for such insurance policy shall not exceed \$2,000 if such insurance policy is written so that defense costs are inside the policy limits.

The insurance policy must be maintained in full force and effect, uninterrupted, and at no expense to the City, throughout the entire term of the contract and three years following the termination of the contract. It is the intent of the City that prior acts coverage not be lost through the term of the agreement with the City, including any additional contract terms. The carrier shall be subject to the approval of the City.

8. Management: The City will provide the Prosecutor staff for case-reporting and management. The City will also provide the Prosecutor with office space, telecommunications, and a computer to facilitate prosecution.
9. Billing Procedures: Billings should be submitted on a monthly basis by the 20th day of the month. Each billing statement should set forth for each date services were performed and a brief summary of the services provided including the amount of time spent working in the capacity of Prosecutor.

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. In no event shall the total of the City's payment pursuant to this Agreement exceed the amount set forth hereinabove.

10. Interaction with City:

A. The City Attorney's Office shall be responsible for managing this contract on behalf of the City.

B. The Prosecutor will keep City well informed of all prosecution activities pursuant to this Agreement. The Prosecutor, at such times and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement.

11. Independent Contractor Status: The Prosecutor shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

The Prosecutor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Prosecutor shall maintain a professional liability policy with policy limits as set forth in section 7 to protect the Prosecutor and the City from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

The Prosecutor shall obtain a business license under the Anacortes Municipal Code.

12. Indemnification: The Prosecutor shall indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and cost arising out of or occasioned by the grossly negligent performance, grossly negligent acts, and/or omissions by the Prosecutor and its employees relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Prosecutor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

The City hereby shall defend, indemnify, and hold the Prosecutor harmless from any and all claims, demands, damages, lawsuits, liabilities, and losses, arising out of the good faith prosecution of defendants, except to the extent that such claims arise out of intentional, malicious or grossly negligent acts of Prosecutor. It is the intent of the parties that this clause shall extend to the indemnification of claims brought under 42 U.S.C. 1983.

13. Non-discrimination: The Prosecutor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Prosecutor shall not discriminate in any employment action or in the representation of any client because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

In the event of non-compliance by the Prosecutor with any of the non-discrimination provisions of this agreement, the City will have the right, at its option, to cancel the agreement in whole or in part by written notice. If the agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this agreement that is satisfactorily completed.

14. Conflict of Interest: In addition to Rule of Professional Conduct 1.7, the Prosecutor shall comply with all federal and state conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this agreement.
15. Complete Agreement: This agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
16. Modification of Agreement: This agreement may be modified by a writing explicitly identified as a modification or amendment of this agreement that is signed by authorized representatives of the City and the Prosecutor.

17. Notices:

A. Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes
Attn. City Attorney
PO Box 547
904 6th Street
Anacortes, WA 98221

B. Notices to the Prosecutor shall be sent to the following address:

Craig Cammock
Skagit Law Group, PLLC
PO Box 336
227 Freeway Dr., Suite B
Mount Vernon, WA 98273

18. Venue. It is agreed that venue for any lawsuit arising out of this agreement shall be Skagit County.

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

CITY OF ANACORTES

PROSECUTOR

By _____
Matt Miller
Mayor

By _____
Craig Cammock

By _____
Julie Walters

Approved as to Form:

Attest:

Darcy James Swetnam, WSBA 40530
City Attorney

Steven D. Hoglund, Finance Director