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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 21, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Public Works Committee (Report)
 - c. Traffic Safety Committee (Report)
 - d. Public Safety Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of February 13, 2023 (Action)
 - b. Approval of claims in the amount of \$460,870.38 (Action)
 - c. Street Fair Event - Anacortes Farmers Market (Action)
 - d. Street Fair Event - Rotary Shipwreck Day (Action)
 - e. Contract Award: Skyline Sanitary Sewer Pump Station #14 Conveyance Vault Lid Replacement #23-074-SEW-001 (Action)
6. **Other Business**
 - a. * Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement (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.*

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.

Anacortes City Council Minutes - February 13, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 13, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmembers Bruce McDougall and Amanda Hubik participated in the meeting remotely via Zoom.

At approximately 6:09 p.m., Ms. Hubik lost remote connectivity to the meeting due to a power outage.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on the Tommy Thompson Trail trestle reconstruction project, thanking Strandberg Construction, Culbertson Marine, the Parks Foundation and other donors for their efforts and support, noting that decking is being replaced on the trestle and a March re-opening is anticipated with enhanced security improvements.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included Shoreline Management Program revisions with integration of the Critical Areas Ordinance in coordination with the Washington State Department of Ecology (DOE). The revised plan will come back before the Council with an open public comment period that will address the changes being made. If adopted by the Council, the final plan would be sent to DOE for approval.

Port / City Liaison Committee

Mr. Carter reported from the Port / City Liaison Committee meeting held the previous Tuesday. The topics discussed included keeping public restrooms open, clean and safe for use while protected from vandalism; the Depot Pavilion as an alternate events location for the City with the closure of the Transit Shed; and a proposed new port facility that would support ships pumping off waste subsequent to new regulations restricting ships from dumping waste out at sea.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Housing Affordability and Community Services Committee meeting held the previous Thursday. The topics discussed included a discussion with an unhoused resident's experience navigating the different housing assistance programs in Anacortes, low income utility discount program enrollment and eligibility requirements, interviews with the Street Outreach Team and their progress and challenges, particularly on T Avenue.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Bill Mihelich of Anacortes addressed the issue of the proposed tax increase to support the fire and police departments, remarking that the taxes in Anacortes are already high and that he would have difficulty supporting the proposal. He mentioned the ongoing project on 32nd Street where the distance between buildings is approximately 10 feet, two houses on one lot on I Avenue that he thought were against development regulations, two houses on the south side of the roundabout on 12th Street, one of which appeared to be encroaching on the alley. He related that he had lived in Anacortes for over 60 years, and characterized the aforementioned instances as examples of the city changing in a negative way, and expressed a desire for the city to look healthy and nice like it used to.

Bill Perkins of Anacortes wondered if there could be charts produced detailing how the workload for the fire and police departments has increased over the years. He asked for a chart to illustrate how many homeless there are in Anacortes to determine if there is a correlation between increased call volumes for fire and police and homelessness. He related an example of a recreational vehicle parked on T Avenue, asking why it is not subject to the same rules and regulations as those who choose to camp in public places such as Washington Park, and proposed that camping be restricted to designated areas. He wondered where the definition of affordable housing comes from and asked if we have achieved any of our goals in the affordable housing projects undertaken so far? He mentioned the new development on R Avenue and 32nd Street, pointing out that the offered rents do not equate to affordability based on the local median income and that the multi-unit structure creates a neighborhood parking problem, as inadequate on-site parking is provided. He concluded by wondering if the actions to address homelessness are working, asserting that offering homeless assistance will only attract more distressed individuals and that those who are senior citizens have had ample time to make decisions in their life that would help them avoid poverty, otherwise they have not done too well in managing their lives.

Mayor Miller mentioned that information on the proposed levy lid lift was recently added to the [City of Anacortes website](#).

Consent Agenda

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

a. Minutes of February 6, 2023

b. Approval of claims in the amount of \$703,795.93

The following vouchers/checks were approved for payment:

EFT numbers: 105509 through 105537, total \$417,911.99

Check numbers: 105538 through 105554, total \$244,674.09

Wire transfer numbers: 317876 through 318842, total \$41,209.85

Other Business

Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement

City Attorney, Darcy Swetnam, introduced Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller mentioned attending the Regional Solid Waste Board meeting where this issue was a central discussion topic, adding that on the positive side, there is already an organic collection contract in place with Waste Management.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

Mr. Young remarked that the intent of the legislation was good and that he and his spouse compost at home. He mentioned that the ordinance will help enrich the soil and, with a bit of encouragement and education, will be a positive development for the planet and the community.

Mr. Walters commented that he was glad that the matter was before the Council to comply with the statutory deadlines and doing the work that the legislature mandated. He lamented the amount of food and yard waste that is regularly placed in the solid waste system where it is shipped to the Roosevelt landfill by rail. He related that his family uses their yard waste bin to recycle food waste, and encouraged those who do not have yard waste bins to cooperate with their neighbors who have one to deposit their food waste there instead of placing it in the solid waste bin. He remarked that he had offered amendments to the Comprehensive Plan to incentivize

the city to find compost collection services at a cheaper rate than what is in place now, as he added that the cost of having the yard waste bin is considerable. He continued by detailing the benefits of compost to stormwater management and lauded the legislature for realizing that there is a local preference for those cities that provide organic collection services. He proposed that the effective date be explicitly annotated in the ordinance so that staff have a clear expectation of when the ordinance goes into effect.

Mayor Miller echoed Mr. Walters suggestion of neighborhood cooperation in collection of organic materials.

Ms. Moulton mentioned that she works for Lautenbach Recycling and recused herself from voting on this matter. She mentioned that 35% of the waste that is introduced into the solid waste system is food waste, and that there are many uses for compost, including stormwater cleaning, erosion control, weed control and soil nutrition.

Contract Award: Hydro-Excavation Truck Purchase #23-059-ERR-001

Water Treatment Plant Manager, Brian McDaniel, introduced contract #23-059-ERR-001 for the purchase of a hydro-excavation truck. He detailed the purchase, mentioning that it is part of the Capital Facilities Plan and, after contract execution, will be received within 14-16 months to allow for the vehicle to be manufactured. It will be in service in 2024 or 2025.

Mr. Walters mentioned that the vehicle was discussed in the public works committee. He asked why the truck is a useful tool. Mr. McDaniel responded that the system uses vacuum and high pressure water to excavate a 12-inch diameter hole and effectively pull the soil away from the area, leaving the existing utility and surrounding utilities largely undisturbed. The system also helps in reducing work area footprint, amount of time on a job site, impact on traffic, and use of personnel and other equipment. Mr. Walters mentioned that at \$50,000 per year over an expected 10-year service life, the value would be realized in labor cost savings and risk to neighboring utilities. Mr. Young mentioned that the cost is significant, though the value is provided in the costs that are avoided in damaging other utilities, minimizing the use of other equipment, and eliminating some of the potentially risky work that workers perform in utility repair operations.

ANTHONY YOUNG moved, seconded by CAROLYN MOULTON, to authorize the mayor to sign contract #23-059-ERR-001 with Owen Equipment Company for the purchase of a Hydro Excavation Truck. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL. Nays - None. Result: Passed

Resolution 3110: Waiving the State Competitive Bidding Requirements for the Purchase of a Used Bomag Asphalt Roller

Public Works Director, Henry Hash, introduced Resolution 3110 to waive the State competitive bidding requirements for the purchase of a used Bomag asphalt roller. He mentioned that the operations division has a small roller and that a larger roller has been rented on occasion during the summer paving season. He estimated that a new unit costs \$55,000 and that staff had found a used unit for \$30,000 that would be delivered to the city for inspection and trial with no obligation.

Mr. Walters expressed his compliments to the staff for producing the ordinance that specified cost and number of rollers. He mentioned that another roller had been purchased in the recent past, and expressed support for acquiring the proper equipment to perform the required tasks, especially at a discount. He cautioned that, as a general matter, we should be careful to purchase the appropriate equipment the first time and thus avoid multiple acquisitions of the same tool. He asked which account would fund the purchase. Mr. Hash responded that it was included in the current year's budget, but that he would need to find the exact fund number. Mr. Walters pointed out that this resolution authorizes the purchase, so there is time to determine the appropriate fund, and wondered if the pavement management fund would be appropriate. Mr. Hash agreed this would be an

appropriate funding source, and added that the existing roller is used for smaller projects such as sidewalks, and that this new roller would be used for asphalt grading. Mr. Young remarked about his fiduciary responsibility for public funds as a Councilmember, and expressed his approval of staff bringing forward a proposal on its own that would realize significant cost savings for the city and community for equipment and labor costs that would be necessary to otherwise contract this work to a third party.

CAROLYN MOULTON moved, seconded by JEREMY CARTER, to approve Resolution 3110 waiving the State competitive bidding requirements for the purchase of a used Bomag asphalt roller. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 6:50 p.m. the Anacortes City Council meeting of February 13, 2023 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 February 21, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
319231	7/5/2022	11979	ACE CONCRETE CUTTING LLC	5TH STREET WATER LINE SAW	\$ 1,088.00	pw1
319068	12/12/2022	6002398537	ENDRESS + HAUSER, INC	INCINERATOR MAINTENANCE - BACK UP PH PROBE	\$ 1,012.49	dwwtp
319254	12/21/2022	2023-05	NORTHWEST BIOSOLIDS	MEMBERSHIP RENEWAL 2023	\$ 525.00	dwwtp
319243	1/24/2023	19113	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT - JANUARY 2023	\$ 905.50	plan
319055	1/25/2023	314923	DEPT OF LABOR & INDUSTRIES	LIBRARY ELEVATOR INSPECTION	\$ 457.00	pwfac
319070	1/25/2023	53772	MT BAKER OVERHEAD DOORS INC	7' OF VERTICAL GARAGE TRACK	\$ 81.60	pwfac
319095	1/26/2023	14390	NW COMMUNICATIONS, INC	REPAIR MOTOROLA RADIO	\$ 669.12	medic
319096	1/26/2023	14391	NW COMMUNICATIONS, INC	REPAIR 1, REWIRE 5 FIRECOM	\$ 1,229.44	medic
319242	1/30/2023	11064	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - 11/1/22-12/31/22	\$ 8,930.00	pw1
319246	1/30/2023	22411.07-2	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: BASIN B2 MODELING	\$ 3,535.10	plan
319248	1/30/2023	23411.01-1	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: BASIN G11 MODELING	\$ 4,483.44	plan
319244	1/30/2023	23411.02-1	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: 3907 A AVE	\$ 95.82	plan
318976	1/31/2023	0173	SKAGIT COUNTY SOLID WASTE FUND	JANUARY TONNAGE HAULED	\$ 96,813.38	dshop
319091	1/31/2023	07-0123ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - JAN 1-31, 2023	\$ 4,504.00	dwwtp
319218	1/31/2023	1/31/2023	BOARD FOR VOLUNTEER	2023 DISABILITY & PENSION FOR 11 VOLUNTEERS	\$ 750.00	medic
319238	1/31/2023	2023.1	BAYVIEW CONSULTING, LLC	FORMER WTP DEMOLITION PROJECT: SPECIAL PROJECT MANAGER - JAN 2023	\$ 3,958.50	dwwtp
319241	1/31/2023	2127	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - JANUARY 2023	\$ 893.46	pw1
319249	1/31/2023	FB-2083	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318974	1/31/2023	January 2023	SKAGIT LAW GROUP, PLLC	PROSECUTION SERV SUPMTL JAN 23	\$ 2,117.50	attorney
318973	1/31/2023	January 2023	SKAGIT LAW GROUP, PLLC	PROSECUTING SERV 1/2023	\$ 6,700.00	attorney
318920	2/1/2023	30562	SKAGIT PUBLISHING LLC	PUBLISH AA-326416	\$ 40.60	finance
318923	2/1/2023	30563	SKAGIT PUBLISHING LLC	PUBLISH AA-326421	\$ 48.72	finance
318924	2/1/2023	30564	SKAGIT PUBLISHING LLC	PUBLISH AA-327570	\$ 194.88	plan
318922	2/1/2023	30565	SKAGIT PUBLISHING LLC	PUBLISH AA-327678	\$ 85.26	legal
318921	2/1/2023	30566	SKAGIT PUBLISHING LLC	PUBLISH AA-327688	\$ 121.80	plan
319097	2/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 01/01-01/31/23	\$ 136.00	finance
319211	2/1/2023	G466413	KAMAN INDUSTRIAL TECHNOLOGIES	SAND PUMP BEARINGS	\$ 1,516.52	dwtp
319092	2/3/2023	17092-24	H W LOCHNER, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING - 01/07 - 02/03/23	\$ 66,940.95	pw1
319221	2/3/2023	3804	SKAGIT 911	4TH QTR 2022: FIRE MOBILE (SPILLMAN)	\$ 1,124.58	medic
319208	2/3/2023	559187438	SIGMA-ALDRICH, INC.	PH-WP-100ML, TOTAL RESIDUAL CHLORINE - WP, TURBIDITY - WP	\$ 279.28	dwtp
318851	2/4/2023	222591	LAKESIDE INDUSTRIES, INC.	ASPHALT- STREET DEPT	\$ 2,205.67	dshop
318844	2/6/2023	0266504	SIRENNET.COM	SIREN LIGHT CONTROLLERS	\$ 1,553.66	dshop
318916	2/6/2023	23009	HUTCH'S POLYGRAPH SERVICES	PRE-EMPLOYMENT POLYGRAPH; OFC POSITION - VANDERKOOY	\$ 220.00	apd
318852	2/6/2023	264229	ANACORTES MARINE INSURANCE INC	DOCK & BOAT POLICY #OMH34847902023 2/14/23-2/14/2024	\$ 15,029.00	finance
318910	2/6/2023	42328	ZUMAR INDUSTRIES, INC.	SIGN MATERIALS	\$ 576.29	dshop
319067	2/6/2023	6002414182	ENDRESS + HAUSER, INC	INCINERATOR MAINTENANCE - PH PROBE	\$ 1,012.42	dwwtp
318843	2/6/2023	802626	BLADE CHEVROLET, INC	HOSE TRUCK #178	\$ 66.36	dshop
318918	2/7/2023	023472320	GALLS, LLC.	UNIFORM HOOK VELCRO	\$ 3.82	apd
318919	2/7/2023	023484318	GALLS, LLC.	UNIFORM ID PANEL FOR GUARDIAN CARRIER	\$ 27.20	apd
318901	2/7/2023	1982398	MILES SAND & GRAVEL CO.	GRAVEL 1 1/4"	\$ 424.32	dshop
319056	2/7/2023	2023371	GATEWAY CONTROLS, INC	OPS GATE REPAIR	\$ 650.08	pwfac
318914	2/7/2023	220013286491	PUGET SOUND ENERGY INC	APD 1/7-2/6/23	\$ 2,669.65	apd
318898	2/7/2023	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 1/7-2/6/23	\$ 131.99	plan
318975	2/7/2023	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 01/07-02/06/23	\$ 35.53	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318899	2/7/2023	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN SKYLINE 1/6-2/6/23	\$ 10.89	dwwtp
318850	2/7/2023	230097	T-SHIRTS BY DESIGN	UNIFORMS- STREET DEPT	\$ 2,198.85	dshop
318848	2/7/2023	261011	USA BLUE BOOK	SAMPLE CELLS X 6	\$ 543.89	dwwtp
318849	2/7/2023	261194	USA BLUE BOOK	HARDNESS TITRANT, GLOVES, PH STORAGE SOLUTION, HYDROCHLORIC ACID, CHLORINE STAND	\$ 1,175.27	dwwtp
319226	2/7/2023	52367	KRIEG CONSTRUCTION, INC	CONCRETE DISPOSAL	\$ 175.55	dshop
319250	2/7/2023	71141055	WASHINGTON STATE DEPARTMENT	COMMUNICATION TRAINING	\$ 468.00	fiber
319094	2/7/2023	IN1827692	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR	\$ 321.72	medic
318911	2/8/2023	0266580	SIRENNET.COM	SIREN & LIGHT CONTROLLER	\$ 517.89	dshop
319078	2/8/2023	1067	SKAGIT SHOOTING RANGE, LLC	RANGE DAYS 2/6 AND 2/8 - USE OF CLASSROOM AND RANGE	\$ 1,194.60	apd
319229	2/8/2023	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 1/8 TO 2/7-23	\$ 3,542.08	publib
318930	2/8/2023	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 1/8-2/7/2023	\$ 15.30	plan
318936	2/8/2023	220013297498	PUGET SOUND ENERGY INC	CASINO DR 1/8/ - 2/7/23	\$ 35.22	wdist
318931	2/8/2023	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN 500 T AVE - 1/8-2/7/23	\$ 10.89	dwwtp
318925	2/8/2023	2333	THE CLEAN TEAM	LTAC PUBLIC RESTRMS MAINTENANCE #1	\$ 1,995.00	plan
319065	2/8/2023	31033	SKAGIT PUBLISHING LLC	PUBLISH AA-317980	\$ 251.72	plan
319066	2/8/2023	31034	SKAGIT PUBLISHING LLC	PUBLISH AA-331271	\$ 56.84	legal
319069	2/8/2023	31035	SKAGIT PUBLISHING LLC	PUBLISH AA-331277	\$ 40.60	legal
319072	2/8/2023	31036	SKAGIT PUBLISHING LLC	PUBLISH AA-331365	\$ 40.60	legal
319071	2/8/2023	871143	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,994.39	dwwtp
318915	2/8/2023	9601945729	GRAINGER	MAINTENANCE SUPPLIES	\$ 180.91	dwwtp
319206	2/8/2023	INV21349	SEAWESTERN, INC.	2 PAIR FIRE BOOTS	\$ 973.32	medic
319073	2/9/2023	0296531-IN	REISNER DISTRIBUTOR INC	OILS	\$ 6,695.93	dwwtp
318932	2/9/2023	112579	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 542.00	finance
319075	2/9/2023	112583	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 127.50	dwwtp
319234	2/9/2023	1200499527	HDR ENGINEERING, INC	WTP MAINTENANCE FACILITY - PLANNING - 1/1/23-1/28/23	\$ 1,483.43	dwwtp
319202	2/9/2023	14410	NW COMMUNICATIONS, INC	10 RADIO BATTERIES	\$ 1,253.26	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318978	2/9/2023	18103A	THE PLUMBING GUYS, INC	50 GALLON ELECTRIC HOT WATER HEATER FOR WT PRESTON	\$ 637.57	pwfac
319223	2/9/2023	1982719	MILES SAND & GRAVEL CO.	5/8" GRAVEL	\$ 212.16	dshop
319074	2/9/2023	223429	BLYTHE MECHANICAL, INC	MULTISTACK CHILLER REPAIR	\$ 891.55	dwtpt
318917	2/9/2023	23003153	WASHINGTON STATE PATROL	BACKGROUND CHECKS; NOV 2022	\$ 119.25	apd
318977	2/9/2023	245451	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS - SODIUM BISULFITE	\$ 2,616.64	dwwtp
318900	2/9/2023	251658K2	BIRCH EQUIPMENT CO., INC	INTAKE GENERATOR RENTAL	\$ 6,304.74	dwtpt
318979	2/9/2023	334849	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 583.24	pwfac
319236	2/9/2023	FB32742	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 1/31/23	\$ 3,829.00	dwtpt
319222	2/9/2023	I6317637	HD FOWLER COMPANY INC	WATER INVENTORY COUPLINGS	\$ 521.37	wdist
318929	2/9/2023	INV2584486	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 1/8-2/7/23	\$ 417.49	finance
319216	2/10/2023	006 Rev1	PACIFIC PILE & MARINE, LP	SETTLEMENT AGREEMENT: WWTP OUTFALL RELOCATION - MARINE PHASE	\$ 119,427.58	pw1
319086	2/10/2023	023511293	GALLS, LLC.	UNIFORM LIGHTWEIGHT TOP MIDWEIGHT JUMPSUIT; OFC MOWRER	\$ 561.78	apd
319085	2/10/2023	023511295	GALLS, LLC.	MIDWEIGHT JUMPSUIT; OFC DOTZAUER	\$ 575.38	apd
319057	2/10/2023	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 2/19-3/18/23	\$ 140.53	finance
319219	2/10/2023	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 1/12 - 2/8/23	\$ 123.52	medic
319225	2/10/2023	U2316005360	ICONIX WATERWORKS INC	PUMP STATION MAINTENANCE - PS18	\$ 250.38	dwwtp
319077	2/11/2023	00005W5A83063	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-11-23	\$ 9.35	apd
319062	2/11/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 01/06-02/06/23	\$ 5,625.69	parks1
319215	2/11/2023	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 1/7-2/6/23	\$ 1,296.17	medic
319220	2/11/2023	300000290035	PUGET SOUND ENERGY INC	MUSEUM 1/7-2/6/23	\$ 540.86	museum
319247	2/11/2023	300000300008	PUGET SOUND ENERGY INC	WWTP PUMP STATIONS 1/7-2/6-	\$ 4,880.12	dwwtp
319060	2/11/2023	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 1/04- 02/01/2023	\$ 467.09	dshop
319233	2/12/2023	74420011	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	\$ 1,037.92	publib
319230	2/12/2023	74420012	INGRAM LIBRARY SERVICES, LLC	INGRAM JUVENILE AND TEEN BOOKS	\$ 661.18	publib

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
319082	2/13/2023	0467	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/30-2/12/23	\$ 800.00	apd
319207	2/13/2023	116272	VECA ELECTRIC & TECHNOLOGIES	WTP EXIT SIGN REPAIRS	\$ 5,235.65	dwtp
319239	2/13/2023	14472933	BROWN AND CALDWELL	WTP SEEQ ADVANCE ANALYTICS SUPPORT - 11/25/22-1/26/23	\$ 2,214.69	dwtp
319235	2/13/2023	20274	BUDGET LIBRARY SUPPLIES	TECH SERVICES LOCKING DVD CASES	\$ 430.00	publib
319232	2/13/2023	2237-03	QUANTUM CONSTRUCTION, INC	VACTOR ENCLOSURE SIDING AND FRAMING	\$ 14,318.38	pwfac
319217	2/13/2023	449701016	CITY OF BURLINGTON	FIRE OFFICER 2 EXAM (6 OFFICERS)	\$ 900.00	medic
319064	2/13/2023	53824	MT BAKER OVERHEAD DOORS INC	COMMERCIAL GARAGE DOOR REPAIRS	\$ 266.56	pwfac
319081	2/13/2023	8211-1	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A00942	\$ 169.73	apd
319079	2/13/2023	8212	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A00953	\$ 112.06	apd
319252	2/14/2023	22-151-TRN-0011	LAKESIDE INDUSTRIES, INC.	RETAINAGE RELEASE	\$ 9,368.83	pw1
319253	2/14/2023	319500	DOORMAN COMMERCIAL, LLC	DOOR ADJUSTMENT AND REPAIRS WWTP	\$ 1,381.76	pwfac
319237	2/14/2023	319502	DOORMAN COMMERCIAL, LLC	DOOR ADJUSTMENTS AND REPAIRS IN VARIOUS LOCATIONS	\$ 3,380.19	pwfac
319213	2/14/2023	INV2602670	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 1/11-2/10/23	\$ 314.09	finance
318705	2/24/2023	22-222-SEW-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$ 1,816.10	pw1
318707	2/24/2023	22-246-PRK-0011	SUPERIOR SYSTEMS, INC	RETAINAGE RELEASE	\$ 3,102.70	pw1
318709	2/24/2023	22-273-PRK-0011	COAST TO COAST TURF, INC	RETAINAGE RELEASE	\$ 987.00	pw1
318733	2/24/2023	22-278-PRK-0011	SUPERIOR SYSTEMS, INC	RETAINAGE RELEASE	\$ 1,302.50	pw1
	Total				\$ 460,870.38	



City Council Agenda Bill

Meeting Date: February 21, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Street Fair Event - Anacortes Farmers Market

Staff Contact(s): DON MEASAMER

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

Joann Stewart
DON MEASAMER

Motion

Item Summary: Annual Weekly Farmers Market, every Saturday May 6 through October 28, 2023. R Avenue closed between 6th and 7th Street to through traffic to accommodate expanded market.

Budget Impact:

N/A

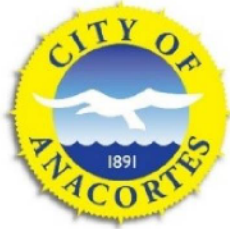
Previous Action: Initial application approved by all department heads

Recommended Motion: Approve application as submitted

Alternative Actions: Deny application

Attachments (listed in order presented):

1. AFM Street Fair Application



Street Fair Application

Per AMC 7.04.040, application shall be filed not less than ninety days in advance of the date on which the event is to occur, if the event requires the closure of any highway or street, any detouring traffic, or any significant impact on city services. Other events not requiring the foregoing are to be filed not less than sixty days in advance of the proposed event. Applicants will be notified when the application is scheduled for consideration by City Council, and will again be notified when City Council either approves or denies the application. Following application approval, applicants will be provided with contact numbers for relevant city departments. Applicants are responsible for contacting individual City departments to request services for the event, such as traffic control, solid waste removal, and food service inspection.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

**Application Date ***

1/6/2023

Event Name *

Anacortes Farmers Market

Applicant/Organization Name *

Anacortes Farmers Market

Mailing Address *

PO Box 292

Event Contact Person *

Piper McCullough

Event Contact Email *

info@anacortesfarmersmarket.org

Event Contact Phone *

(360) 293-7922

Event Website**Estimated Number of Participants/Attendees ***

1500-3000

Event Description *

Farmers Market Extension, Saturdays only, May-October

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *

5/6/2023

Time Event Starts *

9:00:00 AM

Date Event Ends *

10/28/2023

Time Event Ends *

2:00:00 PM

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

5/6/2023

Time Street Closure Starts *

6:00:00 AM

Date Street Closure Ends *

10/28/2023

Time Street Closure Ends *

3:00:00 PM

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Along R Ave from 7th St to 6th St

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Side streets for regular parking, multiple handicapped parking spots marked off in front of poplar trees at the end of 6th St.

Event Map (optional)

Upload one or more maps of the event

Farmers Market Street 4.57MB
Closure Map.pdf

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

indemnification 2023.jpg 4.33MB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Piper McCullough

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

2/21/2023

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

2/14/2023

Administrator comments and conditions of approval

Insurance Certificate

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

City Council Decision

City Council Decision *

☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date *

Conditions of Approval

WebClient Path

Action History (UTC-08:00) Pacific Time (US & Canada)

Submit

by Anonymous User 1/6/2023 1:15:20 PM (Submit Form)

Route to Department H...

by Joann Stewart 1/6/2023 1:23:15 PM (Admin Review)

- The task was assigned to Joann Stewart 1/6/2023 1:15:21 PM

Staff Review Complete

by Joann Stewart 1/20/2023 9:29:04 AM (Admin Monitoring)

- The task was assigned to Joann Stewart. The due date is: February 14, 2023 5:00 PM
1/6/2023 1:23:16 PM

Approve

by Brandon Lowry 1/6/2023 2:49:41 PM (Public Works Review)

- The task was assigned to Wil Ludemann, Matt Koegel, Brandon Lowry. The due date is: February 14, 2023 5:00 PM 1/6/2023 1:23:16 PM
- Brandon Lowry assigned the task to Brandon Lowry 1/6/2023 2:49:13 PM

Approve

by Jonn Lunsford 1/6/2023 1:30:24 PM (Parks Director Review)

- The task was assigned to Jonn Lunsford. The due date is: February 14, 2023 5:00 PM
1/6/2023 1:23:17 PM

Approve

by Chris Fuller 1/9/2023 10:21:36 AM (Police Chief Review)

- The task was assigned to Chris Fuller. The due date is: February 14, 2023 5:00 PM
1/6/2023 1:23:17 PM

Approve

by Bill Harris 1/6/2023 2:31:45 PM (Fire Marshall Review)

- The task was assigned to Bill Harris. The due date is: February 14, 2023 5:00 PM
1/6/2023 1:23:17 PM

Approve

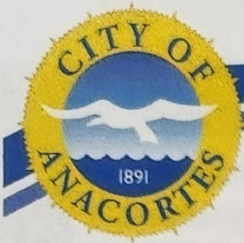
by Don Measamer 1/10/2023 9:51:13 AM (Building Department Review)

- The task was assigned to Don Measamer. The due date is: February 14, 2023 5:00 PM
1/6/2023 1:23:18 PM



Farmers Market Road Closure

0 30 60 Feet



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: Jan. 6, 2023

Piper McCullough, market manager JANET LOONEY, BOARD CHAIR
Name and Title – Printed Name and Title – Printed

[Signature]
Signature

[Signature]
Signature



City Council Agenda Bill

Meeting Date: February 21, 2023 **Agenda Item:** 5.d.

Agenda Item Title: Street Fair Event - Rotary Shipwreck Day

Staff Contact(s): DON MEASAMER

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

Joann Stewart
DON MEASAMER

Motion

Item Summary: Fidalgo Island Rotary Club fundraising event - city-wide "garage sale" on Commercial Ave on July 15, 2023 from 4th and 10th Streets and side streets 5th, 6th, and 7th between Commercial and O Avenue and 6th Street from Commercial to Q Avenue. Fundraiser supports local community and international projects such as B&G Club of Anacortes, Anacortes Schools Enrichment Grants, Friends of the Forest, AFC, etc.

Budget Impact:

N/A

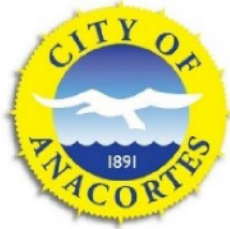
Previous Action: Initial application approved by all department heads

Recommended Motion: Approve as submitted

Alternative Actions: Deny

Attachments (listed in order presented):

1. Fidalgo Island Rotary Shipwreck Day Street Fair Application



Street Fair Application

Per AMC 7.04.040, application shall be filed not less than ninety days in advance of the date on which the event is to occur, if the event requires the closure of any highway or street, any detouring traffic, or any significant impact on city services. Other events not requiring the foregoing are to be filed not less than sixty days in advance of the proposed event. Applicants will be notified when the application is scheduled for consideration by City Council, and will again be notified when City Council either approves or denies the application. Following application approval, applicants will be provided with contact numbers for relevant city departments. Applicants are responsible for contacting individual City departments to request services for the event, such as traffic control, solid waste removal, and food service inspection.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

**Application Date ***

12/28/2022

Event Name *

SHIPWRECK DAY

Applicant/Organization Name *

FIDALGO ISLAND ROTARY

Mailing Address *

P O BOX 125

Event Contact Person *

VALERIE TIBBETTS

Event Contact Email *

valtravelq@hotmail.com

Event Contact Phone *

(360) 299-9390

Event Website

www.shipwreckfest.com

Estimated Number of Participants/Attendees *

10,000

Event Description *

Large garage sale with approximately 350-400 vendor booths.

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *

7/15/2023

Time Event Starts *

8:00:00 AM

Date Event Ends *

7/15/2023

Time Event Ends *

4:00:00 PM

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

7/15/2023

Time Street Closure Starts *

3:00:00 AM

Date Street Closure Ends *

7/15/2023

Time Street Closure Ends *

6:00:00 PM

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Commercial from 10th to 3rd and 5th Street from Commercial to O, 6th Street O to Q, 7th Street O to Q

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

city hall parking for handicap parking

Event Map (optional)

Upload one or more maps of the event

Shipwreck Fest Event Map.pdf 1.55MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

INDEMNIFICATION

287.96KB

AGREEMENT 2023.pdf

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Valerie Tibbets

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

2/21/2023

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

2/14/2023

Administrator comments and conditions of approval

Insurance Certificate

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

City Council Decision

City Council Decision *

☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date *

Conditions of Approval

WebClient Path

Action History (UTC-08:00) Pacific Time (US & Canada)

Submit

by Anonymous User 12/28/2022 3:58:28 PM (Submit Form)

Route to Department H...

by Joann Stewart 1/4/2023 11:58:12 AM (Admin Review)

- The task was assigned to Joann Stewart 12/28/2022 3:58:29 PM

Staff Review Complete

by Joann Stewart 1/6/2023 1:22:50 PM (Admin Monitoring)

- The task was assigned to Joann Stewart. The due date is: February 13, 2023 5:00 PM
1/4/2023 11:58:13 AM

Approve

by Brandon Lowry 1/4/2023 1:28:36 PM (Public Works Review)

- The task was assigned to Wil Ludemann, Matt Koegel, Brandon Lowry. The due date is: February 13, 2023 5:00 PM 1/4/2023 11:58:13 AM
- Brandon Lowry assigned the task to Brandon Lowry 1/4/2023 1:28:10 PM

Approve

by Jonn Lunsford 1/4/2023 12:36:34 PM (Parks Director Review)

- The task was assigned to Jonn Lunsford. The due date is: February 13, 2023 5:00 PM
1/4/2023 11:58:14 AM

Approve

by Chris Fuller 1/4/2023 1:25:04 PM (Police Chief Review)

- The task was assigned to Chris Fuller. The due date is: February 13, 2023 5:00 PM
1/4/2023 11:58:14 AM

Approve

by Bill Harris 1/4/2023 2:27:18 PM (Fire Marshall Review)

- The task was assigned to Bill Harris. The due date is: February 13, 2023 5:00 PM
1/4/2023 11:58:15 AM

Approve

by Don Measamer 1/4/2023 1:06:16 PM (Building Department Review)

- The task was assigned to Don Measamer. The due date is: February 13, 2023 5:00 PM
1/4/2023 11:58:15 AM

2022

North



Food

Bayshore
Office

Post Office

- F01
- F02
- F03
- F04
- F05
- F06
- F07
- F08
- F09
- F10

- F11
- F12
- F13
- F14
- F15
- F16
- F17
- F18
- F19
- F20

6th Street

2022

North



7th Street West
Comm. to O Ave

Buton's
Jewelry

Clean & Clip

Health and
Nutrition

7th Street

- 731N
- 732N
- 733N
- 734N
- 735N
- 736N
- 737N
- 738N
- 739N
- 740N
- 741N
- 742N
- 743N
- 744N
- 745N
- 746N
- 747N
- 748N
- 749N
- 750N
- 751N
- 752N
- 753N
- 754N
- 755N
- 756N
- 757N
- 758N
- 759N
- 760N

- 731S
- 732S
- 733S
- 734S
- 735S
- 736S
- 737S
- 738S
- 739S
- 740S
- 741S
- 742S
- 743S
- 744S
- 745S
- 746S
- 747S
- 748S
- 749S
- 750S
- 751S
- 752S
- 753S
- 754S
- 755S
- 756S
- 757S
- 758S
- 759S
- 760S

Lotus

Elks Club

Chiropractor

O Avenue

2022

Pelican Bay Books

Red Salon

North



6th Street West
Comm. to O Ave

6th Street

Studio 1010

Dentist

631N	631S
632N	632S
633N	633S
634N	634S
635N	635S
636N	636S
637N	637S
638N	638S
639N	639S
640N	640S
641N	641S
642N	642S
643N	643S
644N	644S
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655N	655S
656N	656S
657N	657S
658N	658S
659N	659S
660N	660S

O Avenue

2022

North



5th Street West
Comm. to O Ave

Scott Milo
Gallerv

Gere-a-Deli

5th Street

Anacortes
Cinema

CPA

531N	531S
532N	532S
533N	533S
534N	534S
535N	535S
536N	536S
537N	537S
538N	538S
539N	539S
540N	540S
541N	541S
542N	542S
543N	543S
544N	544S
545N	545S
546N	546S
547N	547S
548N	548S
549N	549S
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552N	552S
553N	553S
554N	554S
555N	555S
556N	556S
557N	557S
558N	558S
559N	559S

O Avenue

2022

North



9th - 10th Street

Union Tavern

Pearl Buttons

Dad's Diner

Opulence

West Marine

Commercial Ave

Calico
Cupboard

	901C	901E
902W	902C	902E
903W	903C	903E
904W	904C	904E
905W	905C	905E
906W	906C	906E
907W	907C	907E
908W	908C	908E
909W	909C	909E
910W	910C	910E
911W	911C	911E
912W	912C	912E
913W	913C	913E
914W	914C	914E
915W	915C	915E
916W	916C	916E
917W	917C	917E
918W	918C	918E
919W	919C	919E
920W	920C	920E
921W	921C	921E
922W	922C	922E

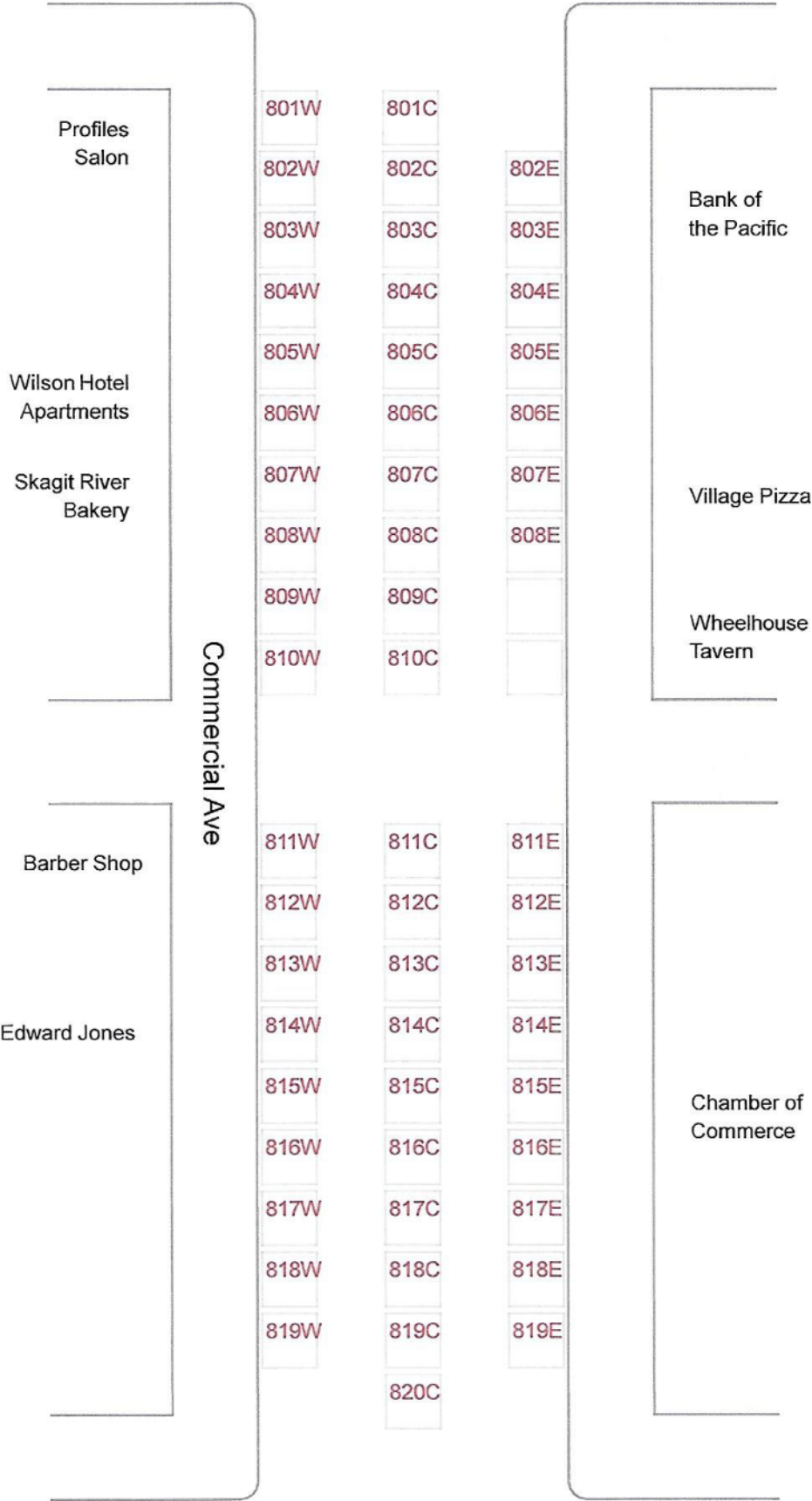
10th Street

2022

North



8th - 9th Street



9th Street

2022

North



7th - 8th Street

id

Johnson Manor

Samish Nation
Gallery

Pear Tree

Dentist

Island Styles

Lil Tugs

Thrifty Kitty

Commercial Ave

701W

702W

703W

704W

705W

706W

707W

708W

709W

710W

711W

712W

713W

714W

715W

716W

717W

718W

719W

701C

702C

703C

704C

705C

706C

707C

708C

709C

710C

711C

712C

713C

714C

715C

716C

717C

718C

719C

720C

701E

702E

703E

704E

707E

708E

709E

710E

711E

714E

715E

716E

717E

718E

719E

Island Cafe

Trinity Skate

Boxes and Bears

Fidalgo Island Fiber

Tides

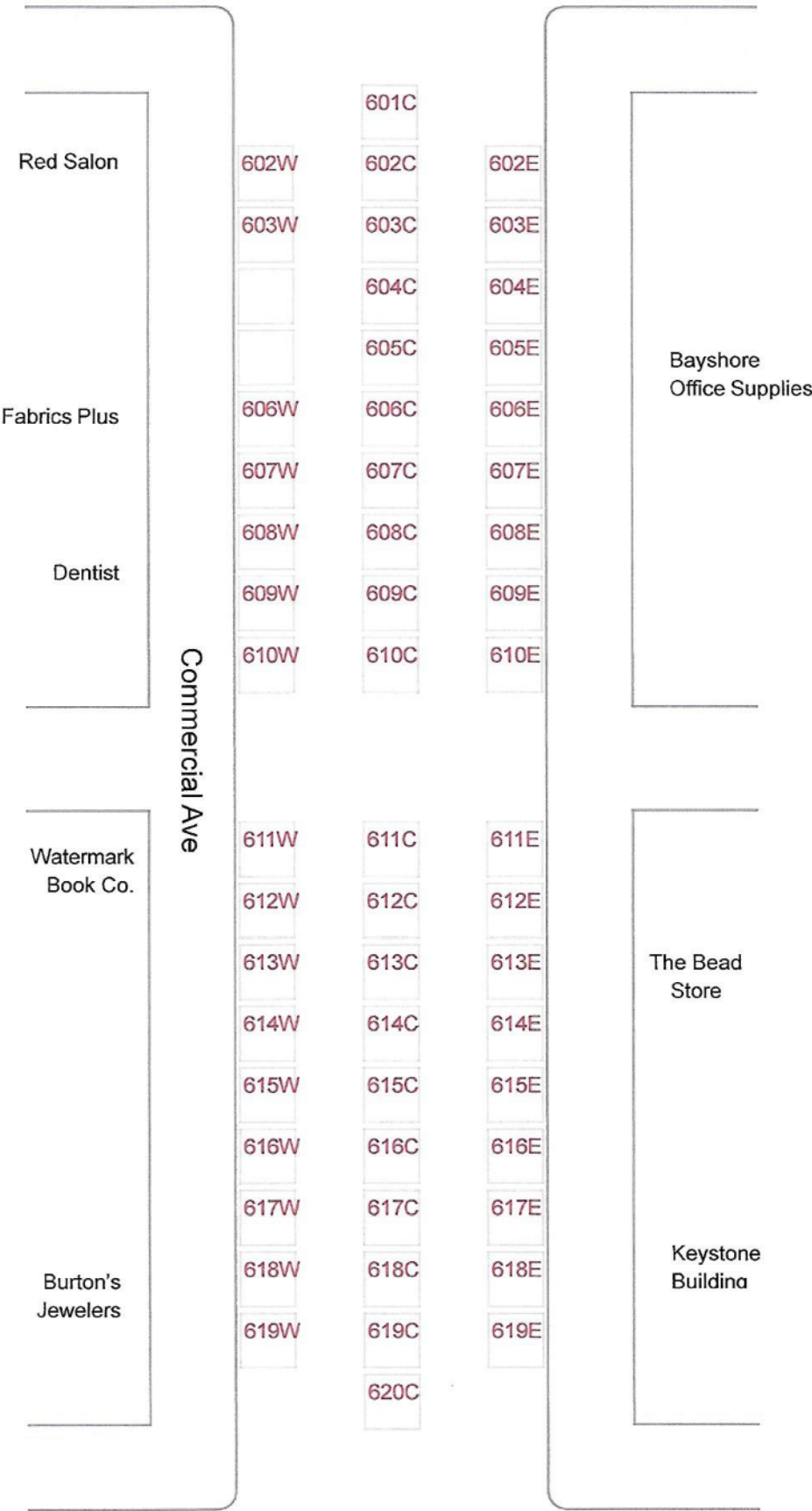
8th Street

2022

North



6th - 7th Street



7th Street

2022

North



5th - 6th Street

Gere-a-Deli	Commercial Ave		501C	RACK	Johnny Picasso Red Snapper
		502W	502C	RACK	
		503W	503C	RACK	
		504W	504C		
		505W	505C		
		506W	506C		
			507C		
			508C		
			509C	509E	
		510W	510C	510E	
Adrift			511C	511E	El Jinete
			512C	512E	
		513W	513C	513E	
		514W	514C	514E	
		515W	515C	515E	
		516W	516C	516E	
		517W	517C	517E	
		518W	518C	518E	
		519W	519C	519E	
		2Q Nails	RACK	520C	
RACK			521C	521E	
RACK			522C		
Tangles					
Camwood Jewelers					
Pelican Bay Books					

6th Street

2022

North



4th - 5th Street

The Business	Commercial Ave	401W	401C	401E	Majestic Inn and Spa
		402W	402C	402E	
		403W	403C	403E	
		404W	404C	404E	
		405W	405C	405E	
		406C	406E		
		407C	407E		
		408C	408E		
		409C	409E		
		410W	410C	410E	
		411C	411E		
Brown Lantern			412C	412E	
			413C	413E	
			414C	414E	
			415C	415E	
			416C	416E	
Frida's Mexican Cuisine			417C	417E	
			418C	418E	
A'Town Bistro			419C	419E	
			420C	420E	
Scott Milo Gallery			421C	421E	
		422W	422C	422E	

5th Street



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 12-28-22

VALERIE TIBBETTS - SECRETARY
Name and Title – Printed

Name and Title – Printed

Valerie Tibbets
Signature

Signature



City Council Agenda Bill

Meeting Date: February 21, 2023 **Agenda Item:** 5.e.

Agenda Item Title: Contract Award: Skyline Sanitary Sewer Pump Station #14 Conveyance Vault Lid Replacement #23-074-SEW-001

Staff Contact(s): Henry Hash

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$110,000.00 to Welch Brothers Construction to perform the replacement of the conveyance vault lid for the Sanitary Sewer Pump Station #14.

Background:

1. **History:** Sanitary Sewer Pump Station #14 (Ferry Terminal) ties into the force main in front of Fire Station 2 on Sunset Ave. During routine maintenance inside the conveyance vault, the access hatch was found to have incurred damage and stress cracks in the concrete surrounding the hatch were observed. To mitigate this from occurring again, a custom lid was designed to move the access hatch out of the traffic lane and utilize a manhole to access the isolation valve for PS-14. This will allow pavement to entirely cover the vault lid in the traffic lane, creating a smooth travel path over the vault and eliminating the bounce of vehicle weight which likely caused the damage. The safety of staff will also be increased by providing a larger buffer between the access and the traveled lane.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$110,000.00.
 - The Contractor shall complete the work by May 1, 2024.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Welch Brothers Construction

Budget Impact:

Contractor	Welch Brothers Construction
Contract Amount	\$110,000.00
BARS #	440.750.535.81.31
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	5/1/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-074-SEW-001 with Welch Brothers Construction in the amount of \$110,000.00 to perform the Skyline Sanitary Sewer Pump Station (PS14) Conveyance Vault Lid Replacement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-074-SEW-001



CONTRACT 23-074-SEW-001
AGREEMENT WITH
Welch Brothers Construction

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Welch Brothers Construction, 8957 Stevenson Road, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
**Skyline Sanitary Sewer Pump Station (PS14)
Conveyance Vault Lid Replacement**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the replacement of the conveyance vault lid for the Sanitary Sewer Pump Station #14 in Anacortes, WA 98221. Work includes traffic control, saw cut asphalt, removal and disposal of old vault lid, providing and installing the new custom vault lid, back filling, asphalt patching, regrading existing subgrade, and other work as directed by the Project Manager. Work is subject to the 2018 City of Anacortes Engineering Standards, which is hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **One Hundred Ten Thousand Dollars (\$110,000.00)**. This includes all labor, materials, and sales tax. 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. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall complete the work by May 1, 2024.

5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Lenny Burkland, (360) 299-1980.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions and the incorporated 2018 City of Anacortes Engineering Standards are included in this Contract Agreement.

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.

Owner:
City of Anacortes

Mayor

Date

Contractor:
Welch Brothers Construction

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

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 L&I 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 L&I 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 City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

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.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. 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.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. 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.

7. Job Safety & COVID-19 Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as 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.

8. 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.

9. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. **If requested by the City the Contractor shall provide a cost breakdown of charges.** 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. 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.

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 (excluding withheld retainage) 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. 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.

13. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

14. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

15. 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. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the 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.

16. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City 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 scheduling 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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 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.

26. 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 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 out 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.

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. 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.

29. 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.

30. 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.

31. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, 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; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

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

CONTRACTOR:

Welch Brothers Construction
Mike Welch
8957 Stevenson Road
Anacortes, WA 98221

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: February 21, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement

Staff Contact(s): Henry Hash

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

Item Summary: In March 2022, ESSHB 1799 was signed into Washington State law to increase the diversion of organic materials from landfills to reduce methane emissions. The City of Anacortes provides organic material collection services, and as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs. Several City departments procure soil, compost, and mulch for use on City-owned properties and projects, and it is well-established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural form of nutrients, stops soil erosion, and stormwater filtration. RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Anacortes, to adopt a compost procurement ordinance to increase the diversion of organic materials from landfills in order to reduce methane emissions. Staff are recommending that this ordinance become effective May 31, 2023 because 1) there are multiple public works projects that are bid ready and adding this requirement now would require reworking specs and contract documents, which would delay projects and 2) staff need to develop contract provisions, procurement policies, and internal processes to incorporate the requirements of this ordinance.

Budget Impact:

Previous Action:

Recommended Motion: I move to approve Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement as presented.

Alternative Actions: Revise the proposed chapter.

Attachments (listed in order presented):

1. Ordinance 4041 - Compost Procurement
2. 230213 PW - Ord 4041
3. 230221 Ord 4041

Ordinance No. 4041

An Ordinance Adopting New Chapter 2.86 Regarding Compost Procurement

Whereas ESSHB 1799 was signed into Washington State law in March 2022 to increase the diversion of organic materials from landfills in order to reduce methane emissions;

Whereas landfills emit a significant amount of methane, a greenhouse gas 27-30 times more potent than carbon dioxide;

Whereas the City of Anacortes provides organic material collection services;

Whereas, as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs;

Whereas, several City departments procure soil, compost, and mulch for use on City-owned properties and projects;

Whereas, it is well-established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural form of nutrients, stops soil erosion, and stormwater filtration; and

Whereas RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Anacortes, to adopt a compost procurement ordinance by January 1, 2023;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC Chapter 2.86 is adopted to read as shown in Attachment A.

Section 2. This ordinance takes effect on May 31, 2023.

PASSED and APPROVED this 13th day of February 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 2.86 Compost Procurement

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2.86.010 Purpose

This chapter is adopted for the following purposes:

- A. to increase the diversion of organic materials from landfills in order to reduce methane emissions;
- B. to provide for local preference in procurement of compost to support the economic viability of compost diversion programs as provided in RCW 43.19A.150;
- C. to support the use of compost in landscaping and as a soil amendment for the benefits of moisture retention, weed suppression, natural nutrients, prevention of soil erosion, and stormwater filtration.

2.86.020 Definitions

“Finished Compost Product” means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished Compost Products include, but are not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a Finished Compost Product if it contains a minimum of sixty percent composted material. Bark is not a Finished Compost Product.

2.86.030 Requirement for Compost Use

- A. The City of Anacortes must use finished compost products on City projects or on City property in which compost is an appropriate material, including:
 - 1. landscaping projects;
 - 2. construction and postconstruction soil amendments;
 - 3. applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and

4. low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.
- B. The City is not required to use compost products if any of the following apply:
1. compost products are not available within a reasonable period of time;
 2. compost prices are not reasonable or competitive;
 3. compost products that are available do not comply with existing purchasing standards;
 4. available compost products do not comply with federal or state health, quality, or safety standards.
- C. Pursuant to RCW 43.19A.130, the City must strive to purchase an amount of finished compost products equal or greater than fifty percent of the amount of organic materials collected in the City of Anacortes.

2.86.040 Local Purchasing

- A. The City must purchase finished compost products from entities that:
1. produce compost locally within Skagit County;
 2. are certified by a nationally recognized organization (e.g., the U.S. Composting Council);
 3. are permitted by the local health jurisdiction; and
 4. produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.
- B. If compost meeting the criteria in subsection (A) is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Anacortes. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented.
- C. The local preference requirement in this chapter must be incorporated, whenever relevant, into any contracts entered into by the City of Anacortes.
- D. The local preference authorized in this chapter controls over any conflicting City purchasing policies.

2.86.050 Education

Pursuant to RCW 43.19A.150(4), the City must conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year, which must consist of, at a minimum, inclusion of an article in the City's magazine describing the

uses and value of compost, including its benefit in reducing greenhouse gases, and the metrics identified in AMC 2.86.060.

2.86.060 Reporting

Pursuant to RCW 43.19A.150, by December 31, 2024, and each December 31 of even-numbered years thereafter, the Finance Director must report the following information to the Department of Ecology:

- A. Total tons of organic material diverted from landfilling within the City each year;
- B. The volume and cost of composted material purchased by the City each year; and
- C. The sources of the finished compost product purchased.

2.86.070 Severability

If any section, subsection, sentence, clause, phrase or other portion of this ordinance or its application to any person is, for any reason, declared invalid, illegal, or unconstitutional in whole or in part by any court or agency of competent jurisdiction, that decision may not affect the validity of the remaining portions hereof.



ORDINANCE 4041: COMPOST PROCUREMENT

FEBRUARY 13, 2023



BACKGROUND

- Washington State adopted the Organics Management Law, which amended 20+RCW sections
- Goal is to reduce methane emissions by diverting organics from landfills
- Multiple Parts of former ESSHB 1799
 - Prevention
 - Collection
 - Processing
 - Markets for organics



COMPOST PROCUREMENT ORDINANCE (CPO) REQUIREMENTS

- Goal is to strengthen markets for anticipated additional compost that will be produced with more organics collection programs
- Requires eligible cities and counties to adopt compost procurement ordinances and report purchases to Ecology
- General requirement: when “planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.”
- If compost products can be used, they must be used unless exceptions apply
- CPO must include preference for procurement of locally produced compost products

COMPOST PROCUREMENT ORDINANCE (CPO)

- January 1, 2023
 - Jurisdictions with greater than 25,000 population, and
 - Jurisdictions where curbside organics collection service is provided
- December 31, 2024 and subsequent even years, report to Ecology:
 - Total tons of organics diverted,
 - Volume of compost purchased,
 - Source of compost



OTHER ORGANICS MANAGEMENT LAW REQUIREMENTS

- Eventually businesses will have to arrange for organic collection, phased in
- Washington Center for Sustainable Food Management must be established to evaluate Washington state goals to reduce food waste
- Expand capacity for organics management
- Improve product degradability labeling
- Jurisdictions with solid waste plans must provide organics collection 26 times annually by 2027

ORDINANCE 4041

- Creates a new Chapter 2.86 entitled Compost Procurement
- Requires use of finished compost products on City projects
- Requires procurement of finished compost products produced in Skagit County where possible
 - Local producer must be certified by nationally recognized organization
 - Producer must be permitted by Skagit County Health
 - Products must meet Ecology and Transportation quality standards
- City must perform educational outreach on the value of compost
- City must report to Ecology pursuant to RCW 43.19A.150
 - Total tons diverted
 - Volume and cost of composted material purchased, and
 - Sources of finished compost product purchased

EFFECTIVE DATE

- Staff recommends making Ordinance 4041 effective 90 days after adoption
 - There are a number of bid-ready projects that would have to be reworked and delay going out to bid
 - Contracts, specs, procurement procedures, and policies have to be update to incorporate local preference in procurement



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QUESTIONS?



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ORDINANCE 4041: COMPOST PROCUREMENT

FEBRUARY 21, 2023



ORDINANCE 4041

- Creates a new Chapter 2.86 entitled Compost Procurement
- Requires use of finished compost products on City projects
- Requires procurement of finished compost products produced in Skagit County where possible
- City must perform educational outreach on the value of compost
- City must report to Ecology pursuant to RCW 43.19A.150 on amount, volume, cost, and sources of compost diverted
- Effective date: May 31, 2023



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