

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

July 24, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of July 17, 2023 (Action)
 - b. Approval of claims in the amount of \$470,463.83 (Action)
 - c. Contract Award: Washington Park Trail Repair Project - Design #23-209-PRK-001 (Action)
 - d. Interlocal Agreement #23-213-LEG-001 Funding North Similk Pump Drainage Study (Action)
6. **Other Business**
 - a. * Ordinance 4053: 2nd Quarter Budget Amendment (Discussion/Possible Action)
 - b. * 2nd Quarter Finance Update (Discussion)
 - c. Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code (Discussion/Possible Action)
 - d. Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures (Discussion/Possible Action)
 - e. Interlocal Agreement 23-092-PRK-003 for the Administration of the Tommy Thompson Trail Trestle Causeway Replacement Planning (Discussion/Action)
 - f. * Ordinance 4054: AMC Chapter 10.12 Parking Code Update (Discussion/Possible

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.

Action)

7. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

July 24, 2023
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name
RON BEASLEY
J.J. Henry
MARV JOE MCCOY (SP?)
"
"
JAMIE MARTIN

Topic
1205 19 th NUISANCE PROPERTY
Parking
M - AVE PARKED CAR SPEEDING NUT
BUDGET SIDEWALKS
PARKING
"

Continue on back of sheet as needed

Anacortes City Council Minutes - July 17, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of July 17, 2023 at 6:01 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath (arrived at 6:03 p.m.), Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on Police Chief Dave Floyd's attendance at the Federal Bureau of Investigation National Command Course and reported on Anacortes first responders' actions during a recent structure fire in the 800 block of 30th Street that was handled with no injuries to residents or emergency response personnel.

Economic Development Committee

Ms. Hubik reported from the Economic Development Committee meeting held on July 11th. The topics discussed included a vision for the committee over the next calendar year, including a timeline for the strategic plan and accompanying request for proposal.

Finance Committee

Mr. Walters reported from the Finance Committee meeting held July 12th. The topics discussed included proposed edits to the purchasing policy, a standalone public works emergency purchasing policy, a planned Library Foundation donation, and a proposal to codify resolutions that include Council procedures, purchasing policies, public records policies, finance policies and other key policies that would create a more accessible repository for the Council, staff and public.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held the previous Thursday. The main topic discussed was an update from Brian Clark, Executive Director of the Anacortes Housing Authority, on the Olson Building renovation.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included a preview of the proposed Capital Facilities Plan for public works, including the water system, operations facility and staff, and facilities maintenance and repair.

Skagit County Law and Justice Council

Mr. Carter reported from the Skagit County Law and Justice Council meeting held the previous week. The topics discussed included the Skagit County drug task force and its work in mitigating the distribution of fentanyl, community court, and an update on the Skagit County Justice Center.

Mayor's Award of Merit

Mayor Miller presented the Mayor's Award of Merit to Brandon Lowry.

Fourth of July Parade Award Winners

Mayor Miller and Fourth of July Parade organizer, Sylvia Cooper, announced the winners of the contest for best float and best dancing group from this year's parade, while showing a slide presentation that was added to the packet materials for the meeting.

Best Marching Group

- First Place - Old Anacortes Rowing and Sailing Society

- Second Place - Soroptimist International of Anacortes
- Third Place - Twisted Pixies

Best Float

- First Place - Anacortes Rotary
- Second Place - Salish Sea School
- Co-Third Place - Sister Cities and the Mermen

Public Comment

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

Consent Agenda

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

a. Minutes of July 10, 2023

b. Approval of claims in the amount of \$1,253,382.33

The following vouchers/checks were approved for payment:

EFT numbers: 106733 through 106798, total \$905,325.05

Check numbers: 106812 through 106825, total \$322,793.12

Wire transfer numbers: 327539 through 327807, total \$21,556.53

c. Contract Award: Purchase of Wide Area Mower #23-172-ERR-001 - updated Purchase Order

d. Contract Award: 2023 Annual CAT Generator Testing and Servicing #23-204-ERR-001

e. Contract Award: 2023-2025 Annual Cummins Generator Testing and Servicing #23-205-ERR-001

Other Business

Interlocal Agreement #23-184-IDS-001 with the Port of Anacortes for Reciprocal Property Access

City Attorney, Darcy Swetnam, re-introduced interlocal agreement #23-184-IDS-001 with the Port of Anacortes for reciprocal property access, which was previously considered at the [July 10th meeting](#). She detailed the changes that included delineating the mayor's contracting authority on projects up to \$45,000.

RYAN WALTERS moved, seconded by JEREMY CARTER, to approve interlocal agreement #23-184-IDS-001 with the Port of Anacortes. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4054: AMC Chapter 10.12 Parking Code Update

Mr. Walters re-introduced Ordinance 4054: AMC Chapter 10.12 Parking Code Update. He provided a summary of changes made to the draft ordinance since it was previously considered at the [June 26th meeting](#).

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

Public comment was given as follows:

Marilyn Sage of Anacortes addressed parking limits and associated safety concerns on Parkside Drive.

Discussion topics included:

- Differentiation between boat trailers and other types of trailers, illicit discharge, the half-time parking enforcement officer, penalties and associated fees, enforcement challenges, minimum parking requirements in light of future density increases, commercial vehicle parking limits, oversized vehicles, the benefit of tabular format in the ordinance for future code updates, the review process for proposed changes, fine payment methods, immediate fine payment at a discount within a certain number of business hours, parking proximity to property, seasonal parking limits of 24 hours, and trailer parking north of McDonalds on 13th Street.

Contract Award: Senior Activity Center Pavilion #23-200-ASC-001

Parks and Recreation Director, Jonn Lunsford, introduced Senior Activity Center Administrator, Karl Wolfswinkel, who detailed the proposed contract #23-200-ASC-001 for the Senior Activity Center Pavilion, referring to a slide presentation that was added to the packet materials for the meeting. Being a member of the Senior Center Foundation Board, Mr. Walters recused himself from the vote.

Discussion topics included:

- site landscaping and inclusion of the project in the Capital Facilities Plan.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract 23-200-ASC-001 with New Creations LLC. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Abstentions: RYAN WALTERS. Result: Passed

Ordinance 4056: Accepting Donations for the Anacortes Senior Activity Center

Parks and Recreation Director, Jonn Lunsford introduced Ordinance 4056: Accepting Donations for the Anacortes Senior Activity Center, thanking the Senior Center Foundation, and adding that the pavilion would be named after former long-time administrator, Sally Hill. Being a member of the Senior Center Foundation Board, Mr. Walters recused himself from the vote.

JEREMY CARTER moved, seconded by AMANDA HUBIK, to approve Ordinance 4056 accepting donations for the Anacortes Senior Activity Center. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Abstentions: RYAN WALTERS. Result: Passed

Interlocal Funding North Similk Pump Drainage Study

City Attorney, Darcy Swetnam, introduced the interlocal agreement with Skagit County and the Swinomish Indian Tribal Community for funding the North Similk drainage study, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Study timing and when Skagit County will stop operating the pump, contractor qualifications, Washington State Department of Transportation responsibility, degree of city responsibility, scope of work mentioned in Exhibit A not present in the packet with respect to jurisdictional boundaries, Swinomish sovereignty and land ownership, historical ownership of the pump station.

Ms. Swetnam will verify the scope of work and bring it back to the Council for consideration at the next meeting.

Ordinance 4057 accepting donation from the Library Foundation

Library Director, Jeff Vogel, introduced Ordinance 4057 accepting a donation from the Library Foundation for a teen area remodel, mentioning that it will be included in the Capital Facilities Plan and entirely funded by the Library Foundation.

Discussion topics included:

- remodeling versus adding on to the library, naming of the area, and teen involvement in the project.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to approve Ordinance 4057 authorizing acceptance of a donation from the Library Foundation. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3127 - Designating a Creative District

Planning, Community, and Economic Development Director, John Coleman, introduced Meredith McIlmoyle, Executive Director of the Anacortes Arts Festival, who presented the potential creative district designation as delineated in Resolution 3127, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Lodging Tax Advisory Committee funding, event center to replace the Port Transit Shed, economic diversity, the designation application process, community support, cooperation with the Downtown Alliance, tourism, and celebrating the creative economy.

AMANDA HUBIK moved, seconded by CAROLYN MOULTON, to approve Resolution 3127 designating a creative district and authorizing application for state certification. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3128 authorizes the Mayor to approve the purchase of up to 5 police vehicles

Finance Director, Steve Hoglund, introduced Resolution 3128 that would authorize the mayor to approve the purchase of up to five police vehicles. Police Chief, Dave Floyd, presented justification for the purchase of new police vehicles. Fleet and Operations Manager, WiL Ludemann, responded to Council questions on operations and maintenance costs.

Discussion topics included:

- The need for a police vehicle for every officer, funding sources, appropriate discussion venue, Public Safety Committee review, drive home policy, police vehicle fleet status update, replacement criteria, levy fund availability, vehicle sales order window, patrol vehicle count, lifecycle versus maintenance costs, vehicle pooling, police fleet vehicle electrification, maintenance costs of shared versus take-home vehicles, data based decision bases, number of patrol cars visible to the public.

Mayor Miller announced that the resolution would be tabled for now.

Access Anacortes Fiber Internet Update

Administrative Services Director, Emily Schuh, provided an Access Anacortes Fiber Internet Update, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Connecting customers during construction in the Federal Economic Development Administration grant area, cost levels, and the utility discount program.

Adjournment

There being no further business, at approximately 9:05 p.m. the Anacortes City Council meeting of July 17, 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 July 24, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
327567	2/1/2023	2323	SKAGIT COUNCIL OF	STAFFING SERVICES FOR	\$ 2,652.46	plan
328014	2/27/2023	272687	ENNIS-FLINT, INC, FLINT TRADING DIVISION	12" WHITE LINE - STREET MATERIALS	\$ 864.69	dshop
327228	4/5/2023	12P28815	MOTOR TRUCKS, INC	LIGHTS #220	\$ 587.91	dshop
324791	4/30/2023	3094460800	LEXISNEXIS	APRIL ONLINE LEGAL SUBSCRIPTION	\$ 343.81	attorney
325535	5/16/2023	17006	COURT OF APPEALS DIV II	COURT OF APPEALS DIV 2 - FILING FEES	\$ 3.79	legalcc
328133	5/17/2023	2023009	SEATTLE PONY PARTY	2023 KIDS R BEST PONY RIDES	\$ 1,450.00	pkrec
326183	5/17/2023	245673348	SURETY PEST CONTROL	PEST CONTROL FOR CITY HALL	\$ 64.18	pwfac
328279	5/27/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 67.79	hr
328292	5/29/2023	3872	C & C TIMBER INC	WA PARK FIREWOOD FOR RESALE	\$ 2,436.75	parks1
326801	5/31/2023	INV031172	WASHINGTON ASSOCIATION OF	WASPC SPRING CONF; CHIEF FLOYD AND CAPT PRUIETT	\$ 750.00	apd
326799	5/31/2023	INV031346	WASHINGTON ASSOCIATION OF	ACCREDITATION APPLICATION AND SVCS FEE	\$ 400.00	apd
326805	6/3/2023	5007773885	FERRELLGAS, LP	MAY PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 15.07	financecc
326712	6/6/2023	234355048	SURETY PEST CONTROL	DEPOT PEST CONTROL JUNE 2023	\$ 110.97	parkscc1
327183	6/7/2023	71352563	GOOD TO GO!	TOLL LANE BILL- #181	\$ 2.75	wdist
326408	6/8/2023	6560208459	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
326419	6/8/2023	9928	BAYSIDE DENTAL CARE	LEOFF1 RETIREE DENTAL COPAY	\$ 162.60	hr
326471	6/9/2023	114-4927555-4751456	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 254.80	wwtpcc
326549	6/9/2023	3250486	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 683.47	wwtpcc
328283	6/10/2023	5757	PACIFIC PARTY CANOPIES INC	REC EVENT SUPPLIES	\$ 1,083.55	pkrec
326755	6/11/2023	20P3576	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 932.26	libcc
328285	6/12/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE LTC COPAY, LEOFF1 RETIREE	\$ 689.75	hr
326490	6/12/2023	0007KG	GOVERNMENTJOBS.COM	JOB POSTING ANNOUNCEMENT - PUBLIC WORKS DIRECTOR	\$ 199.00	hrcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326482	6/12/2023	107667	BERG VAULT COMPANY	STORMWATER GRATES	\$ 767.04	shopcc
326496	6/12/2023	111-2760475-7433064	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 95.72	wwtpcc
326466	6/12/2023	112-0463741-3683417	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES - IT	\$ 21.08	infosyscc
326474	6/12/2023	114-4022427-5427433	AMAZON.COM SERVICES, INC	DVDS	\$ 43.47	libcc
326483	6/12/2023	144345	THE HOSE SHOP, INC	PARTS- STREET DEPT	\$ 703.55	shopcc
326473	6/12/2023	16964	RCMOWERS	PARTS- #715	\$ 94.42	shopcc
326547	6/12/2023	241379-1	SEATTLE PUMP & EQUIPMENT CO	STORM SUPPLIES	\$ 1,279.92	shopcc
326487	6/12/2023	30790	AMERICAN PUBLIC WORKS	JOB POSTING ANNOUNCEMENT - PUBLIC WORKS DIRECTOR	\$ 375.00	hrcc
326573	6/12/2023	593 176 81 8822	SAFEWAY INC	PAINT SUPPLIES- STREET DEPT	\$ 16.79	shopcc
326480	6/12/2023	6560208465	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 82.60	shopcc
326481	6/12/2023	6560208466	ARAMARK	OPS: MAT CLEANING	\$ 77.12	shopcc
326773	6/12/2023	6560209806	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 84.06	wwtpcc
326570	6/12/2023	72269131	INTERSTATE BATTERIES	VEHICLE BATTERIES	\$ 714.60	shopcc
326556	6/12/2023	8563 02 67401	HOME DEPOT	SHELVING UNITS - CITY HALL	\$ 890.51	pwfacc
326497	6/12/2023	8797002	ANCESTRY.COM	MEMBERSHIP	\$ 65.17	museumcc
326489	6/12/2023	8TF80168YK492733N	ASSOCIATION OF WASHINGTON	AWC 10-PACK JOB POSTINGS	\$ 350.00	hrcc
326545	6/12/2023	978348	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES FINANCE	\$ 217.87	financecc
326493	6/12/2023	AN 92788	CENTRAL WELDING SUPPLY CO, INC	PARKS BENCH MAINTENANCE SUPPLIES	\$ 181.85	parksc1
326283	6/12/2023	ANA-1218629	ANACORTES AMERICAN	PLANNING 5/24/23-5/23/24	\$ 71.02	plan
326484	6/12/2023	B24489/1	ACE HARDWARE	PARTS & SEALANT	\$ 46.97	shopcc
326486	6/12/2023	C59426	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 12.78	parksc1
326491	6/12/2023	C59436	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 43.93	parksc1
326476	6/12/2023	C59477	SEBO'S DO-IT CENTER	FACILITY USE ITEM - FASTENERS	\$ 27.71	pwfacc
326477	6/12/2023	C59541	SEBO'S DO-IT CENTER	PAINT SUPPLIES- STREET DEPT	\$ 47.40	shopcc
326465	6/12/2023	G84020	COASTAL FARM &	SAFETY GEAR - THAD B	\$ 435.19	wtppcc
326495	6/12/2023	INV74838	VECTOR SOLUTIONS	16 ADDITIONAL LICENSES FOR VECTOR SCHEDULING	\$ 956.22	afdcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326478	6/12/2023	KQNLJ7DRNGQ	AMERICAN PUBLIC WORKS	NWPWI LEADERSHIP CLASS - MARIO G	\$ 500.00	wtpcc
326492	6/12/2023	R-0600784	DEPARTMENT OF LICENSING	PROFESSIONAL LICENSE	\$ 40.00	pwfacc
326488	6/12/2023	R63470535	YOURMEMBERSHIP.COM, INC.	JOB POSTING ANNOUNCEMENT - PUBLIC WORKS DIRECTOR	\$ 299.00	hrcc
326569	6/13/2023	005445	WASHINGTON HOMICIDE	TRAINING FEE; WHIA BASIC HOMICIDE TRAINING	\$ 250.00	apdcc
326554	6/13/2023	0188-1017371	CED	CLAMPS FOR POLE RISER	\$ 37.10	fibercc
326565	6/13/2023	024750646	GALLS, LLC.	UNIFORM SHIRTS; NEW HIRE CARTER	\$ 48.96	apdcc
326467	6/13/2023	10677854480	DELL MARKETING LP	LAPTOPS- FLOOD	\$ 6,467.95	infosyscc
326567	6/13/2023	111-4359441-8843439	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES- WATER DEPT	\$ 70.44	pwfacc
326469	6/13/2023	112-0463741-368417	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES - IT	\$ 20.49	infosyscc
326470	6/13/2023	112-5271445-9327417	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES - IT	\$ 143.21	infosyscc
326468	6/13/2023	112-5271445-9327417	AMAZON.COM SERVICES, INC	M2 HARD DRIVE	\$ 261.04	infosyscc
326479	6/13/2023	112-7390476-8917022	AMAZON.COM SERVICES, INC	PORTABLE BALANCE	\$ 135.73	wtpcc
326485	6/13/2023	113-7263915-7058657	AMAZON.COM SERVICES, INC	WARNING LIGHTS- #13955	\$ 143.86	shopcc
326566	6/13/2023	113-7263915-7058657	AMAZON.COM SERVICES, INC	LED LIGHTS- #13955	\$ 64.62	shopcc
326475	6/13/2023	113-9505965-4254645	AMAZON.COM SERVICES, INC	OFFICER SUPPLIES; COMPRESSED AIR	\$ 56.36	apdcc
326548	6/13/2023	114-8083316-5653820	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- STREET DEPT	\$ 11.96	shopcc
326550	6/13/2023	114-9546670-4105828	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 25.24	wwtpcc
326562	6/13/2023	1181 05190 03 012 21	DOLLAR TREE STORES	AGING MASTERY SUPPLIES	\$ 5.43	parksccl
326571	6/13/2023	156664	PORT OF ANACORTES	MARINE 29 FUEL	\$ 87.09	afdcc
326711	6/13/2023	234354869	SURETY PEST CONTROL	CEMETERY PEST CONTROL	\$ 63.09	parksccl
326767	6/13/2023	260068938-00	TACOMA SCREW PRODUCTS, INC.	BRAKE CLEANER- SHOP	\$ 313.51	shopcc
326561	6/13/2023	36415	HAMMERHEAD INDUSTRIES, INC	MIC TETHERS (PPE)	\$ 479.80	afdcc
326552	6/13/2023	3986-248562	O'REILLY AUTO PARTS	PLUGS - SHOP	\$ 36.56	shopcc
326563	6/13/2023	662 11 109 50	COSTCO WHOLESALE CORPORATION	AGING MASTERY SUPPLIES	\$ 51.95	parksccl

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
326720	6/13/2023	977575	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE - IT	\$ 1,831.88	pwfaccc
326557	6/13/2023	B24939/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 8.80	pwfaccc
326559	6/13/2023	B24970/1	ACE HARDWARE	PVC PARTS	\$ 16.62	shopcc
326560	6/13/2023	B25031/1	ACE HARDWARE	PVC PARTS	\$ 3.91	shopcc
326575	6/13/2023	BC1871676	GALLS, LLC.	UNIFORMS (BOYLE)	\$ 1,673.55	afdcc
326576	6/13/2023	BC1872218	GALLS, LLC.	UNIFORM PANTS (JS)	\$ 269.28	afdcc
326558	6/13/2023	C59942	SEBO'S DO-IT CENTER	FACILITY USE ITEM	\$ 67.36	pwfaccc
326568	6/13/2023	C59975	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- SOLID WASTE	\$ 118.04	shopcc
326572	6/13/2023	C60329	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 14.68	parkscc1
326546	6/13/2023	C60348	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 17.88	pwfaccc
326564	6/13/2023	VP_XB4B1FP5	VISTAPRINT	BUSINESS CARDS; PLEADWELL	\$ 25.45	apdcc
326574	6/13/2023	WAANA149524	FASTENAL COMPANY	PARTS- STREET	\$ 50.91	shopcc
326754	6/14/2023	111-0464414-7597814	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 33.65	libcc
326753	6/14/2023	111-3207539-2096204	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 11.96	libcc
326762	6/14/2023	111-4326139-9657013	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES- WATER DEPT	\$ 110.75	pwfaccc
326721	6/14/2023	111-5591553-7682615	AMAZON.COM SERVICES, INC	ITEM FOR WTP	\$ 648.66	pwfaccc
326763	6/14/2023	111-6151183-1249817	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES- WATER DEPT	\$ 28.28	pwfaccc
326698	6/14/2023	112-7616977-1430647	AMAZON.COM SERVICES, INC	FLASH DRIVES FOR NEW IT STAFF	\$ 23.92	infosyscc
326746	6/14/2023	113-7504335-5105853	AMAZON.COM SERVICES, INC	VISORS- STREET DEPT	\$ 65.44	shopcc
326693	6/14/2023	114-4957986-2787417	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- STREET DEPT	\$ 66.35	shopcc
326715	6/14/2023	20230417	VANTA LEAGUES	ESPORTS SUMMER CAMP	\$ 799.00	pkrecc
326756	6/14/2023	20P3576	INGRAM LIBRARY SERVICES, LLC	INGRAM CHILDREN'S AND TEEN BOOKS	\$ 552.60	libcc
327021	6/14/2023	234354035	SURETY PEST CONTROL	WA PARK MONTHLY PEST CONTROL	\$ 101.17	parkscc1
326706	6/14/2023	300-10116933	ALL BATTERY SALES & SERVICE	LIGHT- SHOP	\$ 438.22	shopcc
326705	6/14/2023	3986-248846	O'REILLY AUTO PARTS	COUPLER - SHOP	\$ 117.18	shopcc
326717	6/14/2023	593 176 23 8821	SAFEWAY INC	OFFICE SUPPLIES	\$ 13.05	legalcc
326772	6/14/2023	619151	MY TAILOR	PATCHES	\$ 10.00	afdcc
327286	6/14/2023	6560211261	ARAMARK	STA 3 MAT/MOP SERVICE: 6/14	\$ 16.32	medic
326719	6/14/2023	71022A-IN	POLY-CORR INDUSTRIES	OPERATING SUPPLIES	\$ 5,466.00	wwtpcc

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326775	6/14/2023	7728 0800 6787 0695	WALMART	REC PROGRAM SUPPLIES	\$ 162.70	pkreccc
326735	6/14/2023	8561 02 58533	HOME DEPOT	PARTS- SHOP	\$ 86.32	wdistcc
326776	6/14/2023	9298 03072 03 031 26	DOLLAR TREE STORES	REC PROGRAM SUPPLIES	\$ 75.89	pkreccc
326722	6/14/2023	978409	BAYSHORE OFFICE PRODUCTS INC	CHAIRMAT - IT	\$ 487.21	pwfaccc
326741	6/14/2023	995546	FRONTIER BUILDING SUPPLY	EXPANSION JOINT MATERIAL	\$ 80.73	fibercc
326740	6/14/2023	B25721/1	ACE HARDWARE	BATTERIES FOR TEST EQUIPMENT	\$ 19.56	fibercc
326731	6/14/2023	Bill-164-bz44kf9gdju	OOMA, INC.	VOIP FEES	\$ 7.15	fibercc
326757	6/14/2023	C60653	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 40.46	parksccl
326738	6/14/2023	C60810	SEBO'S DO-IT CENTER	PROJECT SUPPLIES	\$ 89.53	pwfaccc
326764	6/14/2023	C60913	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 4.57	parksccl
326737	6/14/2023	S021864409.001	KELLER SUPPLY COMPANY	SHOP SUPPLIES	\$ 40.26	wdistcc
326736	6/14/2023	S021864554.001	KELLER SUPPLY COMPANY	SUPPLIES FOR WASTE WATER	\$ 42.53	wdistcc
326694	6/14/2023	SA100360880	BLACKHAWK	MOLLE ADAPTORS FOR EQUIP ON UNIFORM	\$ 130.40	apdcc
326713	6/14/2023	VP_2R6DGSPV	VISTAPRINT	BUSINESS CARDS	\$ 69.63	libcc
326758	6/14/2023	X06760	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 87.03	parksccl
326771	6/15/2023	05416690	DWYER INSTRUMENTS, INC	MAINTENANCE SUPPLIES	\$ 234.62	wwtpcc
326752	6/15/2023	111-4347878-8331448	AMAZON.COM SERVICES, INC	8 PORT NETWORK SWITCH - WATER DAMAGE	\$ 1,054.87	infosyscc
326751	6/15/2023	111-5809750-7208232	AMAZON.COM SERVICES, INC	CABLE MANAGEMENT CLIPS	\$ 91.08	infosyscc
326774	6/15/2023	111-8167148-3403441	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES	\$ 42.94	wwtpcc
326733	6/15/2023	112-4070068-1418631	AMAZON.COM SERVICES, INC	TRAINING MATERIALS	\$ 21.59	wtpcc
326732	6/15/2023	112-4285727-4195439	AMAZON.COM SERVICES, INC	TRAINING SUPPLIES	\$ 9.76	wtpcc
326699	6/15/2023	112-4876836-1879416	AMAZON.COM SERVICES, INC	FILE HOLDER	\$ 25.51	infosyscc
326877	6/15/2023	13622640	HACH COMPANY	LAB SUPPLIES	\$ 1,468.80	wwtpcc
326729	6/15/2023	2028-7	THE SHERWIN WILLIAMS CO	PAINT MACHINE SUPPLIES	\$ 39.15	shopcc
326747	6/15/2023	23-46780	BUDGET TOWING & AUTO REPAIR	TOWING FEES- JUNK VEHICLE	\$ 489.60	shopcc
326709	6/15/2023	24261157	PURCELL TIRE AND SERVICE CENTE	TIRE SWITCH #514	\$ 87.31	shopcc

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326777	6/15/2023	2696	WEST MARINE PRODUCTS, INC	LED BULBS, NYLON LINE FOR MARINE 29	\$ 68.44	afdcc
326708	6/15/2023	300-10116996	ALL BATTERY SALES & SERVICE	DEICER- SHOP	\$ 116.42	shopcc
326703	6/15/2023	3250632	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 33.51	wwtpcc
326707	6/15/2023	3986-248996	O'REILLY AUTO PARTS	PARTS #805	\$ 8.48	shopcc
326730	6/15/2023	593 176 49 8821	SAFeway INC	PAINT MACHINE CLEANER	\$ 21.01	shopcc
327288	6/15/2023	6560212045	ARAMARK	STA 2 MAT/MOP SERVICE: 6/15	\$ 16.31	medic
327287	6/15/2023	6560212046	ARAMARK	STA 1 MAT/MOP SERVICE: 6/15	\$ 22.63	medic
326795	6/15/2023	6560212050	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
326778	6/15/2023	812629	MISTER T'S AWARDS &	NAME BADGES	\$ 37.63	museumcc
326716	6/15/2023	892594	S & S WORLDWIDE, INC	REC PROGRAM SUPPLIES	\$ 105.29	pkrecc
326759	6/15/2023	C61154	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 34.03	parksccl
326768	6/15/2023	C61162	SEBO'S DO-IT CENTER	PARTS- #805	\$ 12.13	shopcc
326769	6/15/2023	C61221	SEBO'S DO-IT CENTER	PARTS #2930 & #2919	\$ 21.11	shopcc
326770	6/15/2023	C61241	SEBO'S DO-IT CENTER	FASTENERS- #805	\$ 4.04	shopcc
326744	6/15/2023	C61265	SEBO'S DO-IT CENTER	LAWN SEED MIX	\$ 95.93	pwfacc
326742	6/15/2023	C61347	SEBO'S DO-IT CENTER	SAW BLADES	\$ 73.11	fibercc
326723	6/15/2023	D82E0198-0001	VOSKER	VOSKER V300 ALRTED DATA PLAN - FACILITY USE	\$ 15.00	pwfacc
326718	6/15/2023	R4NBQXG3VC3	NORTHWEST CLERKS	PRO DEV 1 - CLERK CERT - PRINTED MATERIALS	\$ 25.00	legalcc
326766	6/15/2023	R63532649	YOURMEMBERSHIP.COM, INC.	JOB POSTING ANNOUNCEMENT - PUBLIC WORKS DIRECTOR	\$ 199.00	hrcc
326710	6/16/2023	0265899	SIRENNET.COM	SPEAKER, MOUNTING BRACKETS #204A	\$ 442.93	shopcc
326692	6/16/2023	02663984	ESET LLC	ESET AV SOFTWARE	\$ 374.27	infosyscc
326761	6/16/2023	10678654400	DELL MARKETING LP	NANETTE'S REPLACEMENT DESKTOP FROM FLOOD	\$ 1,776.20	infosyscc
326749	6/16/2023	113-4467784-5425069	AMAZON.COM SERVICES, INC	VISOR- SHOP	\$ 39.20	shopcc
326748	6/16/2023	113-5583272-7014637	AMAZON.COM SERVICES, INC	CONTROL MODULE #421	\$ 184.96	shopcc
326690	6/16/2023	15839145	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 247.34	parksccl
326714	6/16/2023	220858833	WRIST-BAND	STORM EDUCATION AND OUTREACH SUPPLIES	\$ 166.50	pwfacc
326691	6/16/2023	8561 62 09027	HOME DEPOT	PARKS MAINTENANCE SUPPLIES	\$ 65.44	parksccl

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326745	6/16/2023	978706	BAYSHORE OFFICE PRODUCTS INC	SENIOR CENTER SUPPLIES	\$ 38.41	parksccl
326724	6/16/2023	978783	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - IT	\$ 668.97	pwfaccc
326591	6/16/2023	978849	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 23.62	plan
326725	6/16/2023	B972978-1	BAYSHORE OFFICE PRODUCTS INC	MONITOR ARM - IT	\$ 728.46	pwfaccc
326727	6/16/2023	B976904-1	BAYSHORE OFFICE PRODUCTS INC	MONITOR ARM - IT	\$ 364.23	pwfaccc
326726	6/16/2023	B977575-1	BAYSHORE OFFICE PRODUCTS INC	MONITOR ARM - IT	\$ 364.23	pwfaccc
326760	6/16/2023	C61983	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 25.14	parksccl
328019	6/17/2023	11086913	WORLD WIDE TECHNOLOGY, LLC	FIBER OPTIC DROP CABLES	\$ 3,594.75	fiber
326765	6/17/2023	093063	TRINITY SKATE	BIKE HELMETS - WILL BE REIMB THROUGH GRANT	\$ 983.05	apdcc
326750	6/17/2023	113-7585031-3166616	AMAZON.COM SERVICES, INC	SHOP SUPPLIES	\$ 137.09	shopcc
326728	6/17/2023	8563 61 57390	HOME DEPOT	SURGE PROTECTORS - IT	\$ 81.73	pwfaccc
326700	6/17/2023	E0500NW502	MICROSOFT CORPORATION	AZURE DEVELOPER SUPPORT 5/16-6/15/23	\$ 29.00	infosyscc
326734	6/18/2023	1zt5M6430336070839	UNITED PARCEL SERVICE, INC	SHIP MOTOR BACK TO INGERSOLL RAND	\$ 17.33	wtpcc
326704	6/18/2023	5-772-78340	FEDEX	LAB SAMPLE SHIPMENT	\$ 89.40	wwtpcc
326697	6/18/2023	C62761	SEBO'S DO-IT CENTER	STEPPING STONES IN FRONT LANDSCAPING	\$ 43.48	afdcc
326743	6/18/2023	C63066	SEBO'S DO-IT CENTER	POWER STEERING FLUID	\$ 9.35	afdcc
326701	6/18/2023	E0500NVWA2	MICROSOFT CORPORATION	AZURE PAY-AS-YOU-GO 5/16-6/15/23	\$ 24.28	infosyscc
326689	6/18/2023	G87170	COASTAL FARM &	UNIFORM- AARON C	\$ 67.43	shopcc
326695	6/18/2023	R670625235	GEORGIA STEEL & CHEMICAL COMPA	DISINFECTANT FOR SCBAS	\$ 375.00	afdcc
328284	6/19/2023	15839145	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 247.34	parks1
326845	6/19/2023	1-592167-35	DIAMOND RENTALS, INC.	TTP PORTABLE RESTROOMS 5/22-6/19/23	\$ 365.00	parks1
326696	6/19/2023	111-3807866-9797007	AMAZON.COM SERVICES, INC	SCBA WIPES, BATTERIES	\$ 142.89	afdcc
326834	6/19/2023	112-9268113-9445055	AMAZON.COM SERVICES, INC	KEY HOLDER	\$ 6.40	infosyscc
326839	6/19/2023	113-0756487-1157018	AMAZON.COM SERVICES, INC	PARTS-SHOP	\$ 175.12	shopcc

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326879	6/19/2023	299218	NAPA	POWERSTEERTING FLUID, GAUGE	\$ 55.14	afdcc
327277	6/19/2023	40430314	LIFELINE	LIFELINE SERVICES, LEOFF 1 RETIREE 6/18/23-7/18/23	\$ 41.58	hr
327037	6/19/2023	6560213381	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
326835	6/19/2023	C63205	SEBO'S DO-IT CENTER	REPLACEMENT PULL CORD (CHAINSAW)	\$ 13.05	afdcc
326838	6/19/2023	G87363	COASTAL FARM &	WORK BOOTS - K LOFGREN	\$ 65.27	fibercc
326836	6/19/2023	SO237438	WITMER PUBLIC SAFETY GROUP INC	HELMET BANDS, HEADLAMPS	\$ 656.58	afdcc
326924	6/20/2023	0001-298619	NAPA	PART- #221	\$ 184.91	shopcc
326868	6/20/2023	102054	SWINOMISH CHEVRON	FUEL #90011	\$ 120.00	parksccl
326869	6/20/2023	102613	SWINOMISH CHEVRON	FUEL #90011	\$ 13.49	parksccl
326870	6/20/2023	102757	SWINOMISH CHEVRON	FUEL- #90011	\$ 58.58	parksccl
326837	6/20/2023	112-2914265-5785069	AMAZON.COM SERVICES, INC	SENIOR CENTER SUPPLIES	\$ 10.87	parksccl
326887	6/20/2023	114-6960681-9859426	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 11.96	wwtpcc
326886	6/20/2023	114-7386795-3570622	AMAZON.COM SERVICES, INC	PHONE SUPPLIES AND MAINTENANCE	\$ 40.18	wwtpcc
326925	6/20/2023	144640	FRONTIER FORD	PART #100	\$ 37.56	shopcc
327177	6/20/2023	234354698	SURETY PEST CONTROL	MUSEUM PEST CONTROL	\$ 67.45	museum
326888	6/20/2023	2572	JAMIE'S SIGNS, LLC	SIGN	\$ 146.89	museumcc
326945	6/20/2023	299318	NAPA	RAIN-X, MICRO BLADES	\$ 21.62	afdcc
326781	6/20/2023	300722457	KCDA PURCHASING COOPERATIVE	COPY PAPER 3ND AND 3RD FLOORS	\$ 543.45	financecc
326882	6/20/2023	486426	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 60.88	wtppcc
326883	6/20/2023	6560212054	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 82.60	shopcc
326876	6/20/2023	772391623498	FEDEX	FREIGHT	\$ 6.86	wwtpcc
326938	6/20/2023	8563 51 14186	HOME DEPOT	STEEL SHELF UNIT - IT	\$ 195.11	pwfacccl
326881	6/20/2023	9744622227	GRAINGER	PRESSURE REGULATOR	\$ 440.19	wwtpcc
326936	6/20/2023	977879	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 4,318.49	pwfacccl
326935	6/20/2023	978364	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 2,536.30	pwfacccl
326937	6/20/2023	979190	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE FOR IT DEPARTMENT	\$ 310.85	pwfacccl
326933	6/20/2023	979230	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 32.51	legalcc
326884	6/20/2023	998308	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 24.20	parksccl

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326872	6/20/2023	B30134/1	HOME DEPOT	FACILITY USE ITEMS	\$ 19.57	pwfacc
326875	6/20/2023	C63609	SEBO'S DO-IT CENTER	PARTS- #304	\$ 72.50	shopcc
326880	6/20/2023	C63627	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 95.95	pwfacc
326878	6/20/2023	C63855	SEBO'S DO-IT CENTER	HOSE WASHER- #90011	\$ 2.97	shopcc
326885	6/20/2023	C63885	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 19.18	parksc1
326871	6/20/2023	C63921	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 17.03	parksc1
326873	6/20/2023	OR161098	FERGUSON ENTERPRISES, INC	DEPOT USE ITEMS	\$ 237.83	pwfacc
328016	6/21/2023	AA-386928	SKAGIT PUBLISHING LLC	LODGING TAX APPLICATION OPEN FOR 2024:PUBLIC ANNOUNCEMENT CLASSIFIED AD	\$ 601.80	plan
326947	6/21/2023	000056	S & D TESTING AND TRAINING	VOLUNTEER IFSAC TESTING - FIREFIGHTER 1	\$ 2,400.00	afdcc
326941	6/21/2023	024814180	GALLS, LLC.	UNIFORM PANTS; CAPT FULLER	\$ 129.47	apdcc
326943	6/21/2023	06213BGLJFD	CAR TOYS	REMOTE START	\$ 401.78	afdcc
326929	6/21/2023	0630DFC7-0019	SPYPOINT	TRESTLE SECURITY CAMERA SUBSCRIPTION 6/21-7/21/23	\$ 15.00	parksc1
326930	6/21/2023	0630DFC7-0020	SPYPOINT	TRESTLE SECURITY CAMERA SUBSCRIPTION 6/21-7/21/23	\$ 15.00	parksc1
326842	6/21/2023	1-592165-35	DIAMOND RENTALS, INC.	CEMETERY PORTABLE RESTROOMS 5/22-6/19/23	\$ 140.00	parks1
326948	6/21/2023	1037512345	COSTCO WHOLESALE CORPORATION	REPLACEMENT MATTRESS FOR 29-2	\$ 359.03	afdcc
326949	6/21/2023	111-6194796-1709817	AMAZON.COM SERVICES, INC	OFFICE AND LUNCHROOM SUPPLIES	\$ 34.27	wwtpcc
326922	6/21/2023	112-6378977-9137052	AMAZON.COM SERVICES, INC	LOGITECH KEYBOARD, MOUSE AND BLUETOOTH RANGE EXTENDER	\$ 91.37	infosyscc
326934	6/21/2023	113-1367448-7686601	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES	\$ 235.00	wwtpcc
326874	6/21/2023	114-4683391-5201815	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES- STREET DEPT	\$ 27.18	shopcc
326942	6/21/2023	1465636	SKAGIT COUNTY SOLID WASTE FUND	LAB - CHEMICAL DISPOSAL	\$ 48.00	wwtpcc
327009	6/21/2023	1782027	SUN SUPPLY, INC.	SIGN MAKING MATERIALS	\$ 5,288.82	shopcc
326889	6/21/2023	234355084	SURETY PEST CONTROL	OUTSIDE SERVICE - PEST CONTROL	\$ 187.13	dwwtp
327015	6/21/2023	24261277	PURCELL TIRE AND SERVICE CENTE	FLAT REPAIR #513	\$ 71.89	shopcc

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327016	6/21/2023	24261278	PURCELL TIRE AND SERVICE CENTE	TIRES- #513 & #514	\$ 442.61	shopcc
326928	6/21/2023	3986-250103	O'REILLY AUTO PARTS	PARTS- #2005	\$ 26.09	shopcc
326926	6/21/2023	3986-250161	O'REILLY AUTO PARTS	HOSE CLAMP #513	\$ 13.70	shopcc
326927	6/21/2023	3986-250162	O'REILLY AUTO PARTS	PARTS- #2005	\$ 60.99	shopcc
326923	6/21/2023	404112323	CLEVERBRIDGE INC	CLONING AND PARTITION SOFTWARE USEFUL FOR IT TECHS	\$ 54.25	infosyscc
327013	6/21/2023	421216	NSI LAB SOLUTIONS	LAB TESTING DMRQA43 PT TESTING	\$ 561.00	wwtpcc
326932	6/21/2023	6580	BOULDER BIBS	REC PROGRAM SUPPLIES	\$ 152.80	pkreccc
327023	6/21/2023	979368	BAYSHORE OFFICE PRODUCTS INC	VACUUMS FOR IT AND OPS	\$ 826.88	pwfaccc
326944	6/21/2023	999126	FRONTIER BUILDING SUPPLY	MURAL SUPPLIES	\$ 2.79	museumcc
326939	6/21/2023	HolcombBookJV	EBAY	ADULT BOOK	\$ 37.35	libcc
326940	6/21/2023	TWILIO-230620	TWILIO, INC.	INTEGRATION OF TEXTING TO ARCHIVING	\$ 40.53	fibercc
327033	6/22/2023	0906687	JOHN M. ELLSWORTH CO., INC	FUEL GAUGE- #9911	\$ 64.71	shopcc
327038	6/22/2023	111-0510289-7453842	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 28.27	wwtpcc
327039	6/22/2023	111-0693371-8651408	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 5.97	wwtpcc
327035	6/22/2023	111-3534070-8808235	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 17.39	wwtpcc
327036	6/22/2023	111-4825055-9157809	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 6.15	wwtpcc
327007	6/22/2023	112-9056976-2109822	AMAZON.COM SERVICES, INC	LABEL TAPE	\$ 14.79	infosyscc
327022	6/22/2023	114-2520177-4385050	AMAZON.COM SERVICES, INC	DVDS	\$ 67.28	libcc
326931	6/22/2023	114-3782741-0355408	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 144.69	libcc
327034	6/22/2023	114-9063799-4404253	AMAZON.COM SERVICES, INC	TRAILER HITCH RECEIVER (BRUSH TRUCK)	\$ 21.65	afdcc
326946	6/22/2023	114-9336551-5737061	AMAZON.COM SERVICES, INC	PHONE SUPPLIES	\$ 32.43	wwtpcc
327027	6/22/2023	1389566	SHOWMECABLES	OPTICAL SPLITTER BOX	\$ 103.34	fibercc
327136	6/22/2023	146454	WATERMARK BOOK COMPANY	CHILDREN'S BOOKS	\$ 99.34	libcc
327041	6/22/2023	157151	PORT OF ANACORTES	FUEL- SMALL TOOLS #90013	\$ 31.13	shopcc
327028	6/22/2023	15761234	SUPPLYHOUSE LLC	SMALL BOXES FOR CUSTOMER INSTALLS	\$ 390.37	fibercc
327019	6/22/2023	317300500175	EVT CERTIFICATION COMMISSION	EVT CERTIFICATION PROGRAM-BLAKE M	\$ 60.00	shopcc

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327018	6/22/2023	317400500260	EVT CERTIFICATION COMMISSION	EVT CERTIFICATION PROGRAM-CARTER P	\$ 60.00	shopcc
327109	6/22/2023	421286	NSI LAB SOLUTIONS	LAB TESTING - DMRQA43 PT DISSOLVED OXYGEN	\$ 251.00	wwtpcc
327161	6/22/2023	6560215623	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
327010	6/22/2023	9439-9	THE SHERWIN WILLIAMS CO	PAINT SUPPLIES- STREET DEPT	\$ 117.07	shopcc
327129	6/22/2023	94537151	DOUBLETREE INN	DOUBLETREE SPOKANE CITY CENTE	\$ 410.08	execc
327124	6/22/2023	974731	BAYSHORE OFFICE PRODUCTS INC	BOOKCASES FOR HR/LEGAL	\$ 1,726.11	pwfacc
327122	6/22/2023	979200	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE - IT	\$ 2,987.38	pwfacc
327040	6/22/2023	B31113/1	ACE HARDWARE	PAINTING SUPPLIES- WATER DEPT	\$ 57.73	wdistcc
327024	6/22/2023	B31266/1	ACE HARDWARE	OPERATING SUPPLIES	\$ 117.75	wwtpcc
327026	6/22/2023	B31401/1	ACE HARDWARE	MATERIAL FOR CUSTOMER INSTALL	\$ 26.42	fibercc
327123	6/22/2023	B972798-2	BAYSHORE OFFICE PRODUCTS INC	BOOKCASES FOR PLANNING	\$ 1,641.03	pwfacc
327008	6/22/2023	C64623	SEBO'S DO-IT CENTER	PARTS- #2005	\$ 9.57	shopcc
327030	6/22/2023	C64640	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 10.22	parksccl
327025	6/22/2023	C64789	SEBO'S DO-IT CENTER	FASTENERS FOR CUSTOMER INSTALLS	\$ 38.34	fibercc
327031	6/22/2023	C64822	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 9.24	parksccl
327042	6/22/2023	C64859	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 8.69	wwtpcc
327032	6/22/2023	C64902	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 23.45	parksccl
327029	6/22/2023	WAANA149705	FASTENAL COMPANY	PARKS MAINTENANCE SUPPLIES	\$ 3.41	parksccl
327020	6/22/2023	WFC2023	WASHINGTON FIRE CHIEFS	2023 FIRE MECHANICS FALL CONFERENCE- BLAKE, RYAN, CARTER	\$ 2,685.00	shopcc
327121	6/23/2023	1000510	FRONTIER BUILDING SUPPLY	REC PROGRAM SUPPLIES	\$ 74.51	pkreccc
327138	6/23/2023	111-0470367-1843433	AMAZON.COM SERVICES, INC	ASSET TAG LABELS	\$ 52.20	infosyscc
327135	6/23/2023	111-3894763-4328212	AMAZON.COM SERVICES, INC	CLEAVERS FOR OPTICAL FIBER	\$ 355.77	fibercc
327107	6/23/2023	112-7185117-8182669	AMAZON.COM SERVICES, INC	DELL MONITORS TO REPLACE WATER DAMAGE ONES	\$ 696.28	infosyscc
327113	6/23/2023	114-0055964-1265830	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 116.79	wwtpcc

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327110	6/23/2023	114-1079375-8257063	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 68.18	wwtpcc
327131	6/23/2023	114-13628563	UNITED SITE SERVICES, INC	INTAKE PORTA POTTI 5/22/23-6/21/23	\$ 115.00	wtpcc
327143	6/23/2023	114-3908017-9417068	AMAZON.COM SERVICES, INC	HITCH STEP W/ BUMPER GUARD - BRUSH TRUCK	\$ 85.76	afdcc
327012	6/23/2023	114-4683391-5201815	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES	\$ 27.18	shopcc
327118	6/23/2023	114-5842968-4037067	AMAZON.COM SERVICES, INC	DVDS	\$ 21.72	libcc
327112	6/23/2023	114-5946449-7622626	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 20.56	wwtpcc
327011	6/23/2023	114-9423311-4557803	AMAZON.COM SERVICES, INC	FILTER FOR PAINT SPRAYER	\$ 43.52	shopcc
327141	6/23/2023	22323294	HOLIDAY INN	TRAINING HOTEL STAY; CSO LINDQUIST - CRIME PREVENTION ACADEMY	\$ 620.95	apdcc
327134	6/23/2023	233003706, 234354127	SURETY PEST CONTROL	PEST CONTROL ACC 34803360 4155 SAN JUAN BLVD POINTE BOOSTER	\$ 104.24	wtpcc
327133	6/23/2023	234354882	SURETY PEST CONTROL	PEST CONTROL ACC 34803359 2102 PENN AVE ROCKRIDGE BOOSTER	\$ 52.21	wtpcc
327132	6/23/2023	234354993	SURETY PEST CONTROL	PEST CONTROL ACC 34803358 3802 MARINE HEIGHTS CASTILLEJA BOOSTER	\$ 52.21	wtpcc
327114	6/23/2023	317300500266	EVT CERTIFICATION COMMISSION	EVT CERTIFICATION PROGRAM- RYAN H	\$ 60.00	shopcc
327139	6/23/2023	320138320-001	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 31.75	libcc
327106	6/23/2023	385551425	LOWE'S BUSINESS ACCOUNT/GEMB	IRRIGATION PIPING	\$ 145.96	wtpcc
327115	6/23/2023	3986-250606	O'REILLY AUTO PARTS	PARTS- #032A & #040A	\$ 123.01	shopcc
327140	6/23/2023	7326673	DEMCO, INC.	TECH SERVICES SUPPLIES	\$ 136.34	libcc
327125	6/23/2023	979521	BAYSHORE OFFICE PRODUCTS INC	DISINFECTANT WIPES	\$ 200.56	pwfacc
327120	6/23/2023	B31886/1	ACE HARDWARE	REC PROGRAM SUPPLIES	\$ 55.73	pkrecc
327126	6/23/2023	C65357	SEBO'S DO-IT CENTER	EXTENSION CORDS	\$ 29.41	pwfacc
327130	6/23/2023	C65483	SEBO'S DO-IT CENTER	OPERATING SUPPLIES - PUMP STATIONS	\$ 14.29	wwtpcc
327146	6/23/2023	R-0607349	DEPARTMENT OF LICENSING	LICENSE RENEWAL	\$ 116.00	pwfacc
327127	6/23/2023	R63635159	AMERICAN LIBRARY ASSOCIATION	ALA JOB LISTING CHILDREN'S LIBRARIAN	\$ 324.00	libcc

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327144	6/24/2023	111-1120301-5279433	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 8.48	wwtpcc
327145	6/24/2023	111-7327092-7291426	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 81.28	wwtpcc
327116	6/24/2023	112-7025730-7227409	AMAZON.COM SERVICES, INC	PARKS GENERAL SUPPLIES	\$ 16.31	parksccl
327108	6/24/2023	112-7301349-4578629	AMAZON.COM SERVICES, INC	IPHONE CASE FOR IT STAFF	\$ 11.96	infosyscc
327128	6/24/2023	1267130	AMERICAN LIBRARY ASSOCIATION	ALA ANNUAL MEMBERSHIP 7/23-6/24 JV	\$ 155.00	libcc
327111	6/24/2023	77023	PIPETTE SUPPLIES, INC.	LAB SUPPLIES	\$ 33.95	wwtpcc
327117	6/24/2023	C65727	SEBO'S DO-IT CENTER	CHAIN OIL	\$ 9.35	afdcc
327137	6/25/2023	114-0419805-8353828	AMAZON.COM SERVICES, INC	SHOP SUPPLIES	\$ 121.90	shopcc
327142	6/25/2023	G90083	COASTAL FARM &	WORK PANTS- RYAN H	\$ 217.51	shopcc
327249	6/26/2023	0001-299889	NAPA	SUPPLIES- #221	\$ 54.10	shopcc
327225	6/26/2023	010217	PORT OF ANACORTES	MARINE 29 FUEL	\$ 71.79	afdcc
327208	6/26/2023	06/19/2023	SIGNATURE TREE SERVICE	REMOVE TREE- CLYDE CREEK AREA	\$ 2,720.00	shopcc
327635	6/26/2023	06/26/2023	SIGNATURE TREE SERVICE	TREE REMOVAL AT TYLER WAY	\$ 2,720.00	shopcc
327221	6/26/2023	113-4963443-2708242	AMAZON.COM SERVICES, INC	HOSE REDUCER- SHOP	\$ 7.17	shopcc
327119	6/26/2023	114-5910565-9000262	AMAZON.COM SERVICES, INC	DVDS	\$ 22.38	libcc
327210	6/26/2023	114-7157115-1677868	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 79.95	wwtpcc
327217	6/26/2023	163117	ATTORNEY & NOTARY SUPPLY OF	NOTARY WEBINAR TRAINING	\$ 135.00	legalcc
327223	6/26/2023	1834076	HEALTH & SAFETY INSTITUTE	BLS TEACHING MATERIALS	\$ 184.90	afdcc
327215	6/26/2023	128129Y84209653610	UNITED PARCEL SERVICE, INC	BOX, PACKING MATERIAL AND SHIP PUMP TO WATSON MARLOW	\$ 442.77	wtpcc
327213	6/26/2023	272981-5	BIRCH EQUIPMENT CO., INC	REC PROGRAM SUPPLIES	\$ 410.19	pkreccc
327211	6/26/2023	3986-251079	O'REILLY AUTO PARTS	WIPER BLADES #032A	\$ 72.33	shopcc
327219	6/26/2023	6560215629	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 85.54	shopcc
327220	6/26/2023	6560215630	ARAMARK	OPS: MAT CLEANING	\$ 77.12	shopcc
327429	6/26/2023	6560216960	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
327212	6/26/2023	806145	BLADE CHEVROLET, INC	PARTS #037	\$ 106.82	shopcc
327254	6/26/2023	979870	BAYSHORE OFFICE PRODUCTS INC	OFFICE CHAIR - IT NEW HIRE	\$ 634.21	pwfacc

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327209	6/26/2023	B34021/1	ACE HARDWARE	WATER PARTS	\$ 124.30	wdistcc
327253	6/26/2023	B979200-1	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 671.76	pwfacc
327224	6/26/2023	C66671	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 39.95	parkscc1
327214	6/26/2023	C66787	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 31.95	wwtpcc
327218	6/26/2023	C66849	SEBO'S DO-IT CENTER	WATER SUPPLIES	\$ 76.15	wdistcc
327216	6/26/2023	C66909	SEBO'S DO-IT CENTER	TOOLS	\$ 126.41	fibercc
328181	6/27/2023	230768	T-SHIRTS BY DESIGN	CITY UNIFORM	\$ 80.51	pwfacc
328185	6/27/2023	341981	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,190.71	pwfacc
327259	6/27/2023	0-073-497-972	DEPARTMENT OF LICENSING	REPORT OF SALE #414	\$ 13.65	shopcc
327260	6/27/2023	024840075	GALLS, LLC.	UNIFORM ITEMS; NEW HIRE VANDERKOOY	\$ 25.68	apdcc
327261	6/27/2023	024866016	GALLS, LLC.	UNIFORM SHIRTS; CAPT FULLER	\$ 160.41	apdcc
327248	6/27/2023	064056	PORT OF ANACORTES	MARINE 29 FUEL - RACE WEEK	\$ 61.09	afdcc
327250	6/27/2023	112-4571451-0847462	AMAZON.COM SERVICES, INC	MONITORS	\$ 404.72	infosyscc
327251	6/27/2023	112-7403382-4289841	AMAZON.COM SERVICES, INC	WIRELESS KEYBOARD AND MOUSE	\$ 70.71	infosyscc
327222	6/27/2023	114-0232651-1976243	AMAZON.COM SERVICES, INC	STEP BOARD MOUNT KIT #1006	\$ 143.63	shopcc
327262	6/27/2023	114-3990356-0385860	AMAZON.COM SERVICES, INC	RUNNING BOARDS #1006	\$ 387.32	shopcc
327258	6/27/2023	1Z8129Y80309654273	UNITED PARCEL SERVICE, INC	BOX, PACKING SHIPPING SETTLED WATER MIXER TO CONTROL WORK	\$ 990.73	wtpcc
327256	6/27/2023	22225-9	THE SHERWIN WILLIAMS CO	PAINT SUPPLIES PLANNING DIRECTOR OFFICE	\$ 142.82	pwfacc
327257	6/27/2023	2226-7	THE SHERWIN WILLIAMS CO	PAINT SUPPLIES PLANNING DIRECTOR	\$ 141.31	pwfacc
327333	6/27/2023	318585159-001	OFFICE DEPOT, INC.	CHILDREN'S CLEANING SUPPLIES	\$ 5.46	libcc
327408	6/27/2023	3250881	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 275.05	wwtpcc
327336	6/27/2023	392886	SHELL	FUEL #187	\$ 92.04	parkscc1
327319	6/27/2023	393779	SKAGIT REGIONAL HEALTH	CDL MEDICAL- AARON C	\$ 92.00	shopcc
327252	6/27/2023	3986-251210	O'REILLY AUTO PARTS	CAPSULE #304	\$ 50.97	shopcc
327255	6/27/2023	4616540	FRONTIER BUILDING SUPPLY	MATERIAL FOR DEPOT STORAGE SHED	\$ 131.77	pwfacc
327327	6/27/2023	979945	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 257.11	pwfacc

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327339	6/27/2023	980011	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 15.91	wwtpcc
327263	6/27/2023	B34847/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 16.79	parksccl
328134	6/28/2023	4900/0100169298/2023	DEPARTMENT OF NATURAL	DNR LEASE FEES	\$ 1,870.00	pw1
327322	6/28/2023	06/28/2023	SIGNATURE TREE SERVICE	TREE REMOVAL- CLYDE CREEK	\$ 2,720.00	shopcc
327329	6/28/2023	060182	PORT OF ANACORTES	MARINE 29 FUEL - RACE WEEK	\$ 75.30	afdcc
327334	6/28/2023	1002941	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 10.09	parksccl
327265	6/28/2023	113-7097971-5523405	AMAZON.COM SERVICES, INC	NOTEPADS	\$ 17.34	afdcc
327325	6/28/2023	2107532	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 296.66	libcc
327330	6/28/2023	230769	T-SHIRTS BY DESIGN	SENIOR CENTER SUPPLIES	\$ 48.96	parksccl
327407	6/28/2023	2E3025191B092940R	NORTHWEST BIOSOLIDS	TRAINING - CH - NW BIOFEST 2023	\$ 775.00	wwtpcc
327421	6/28/2023	318582290-001	OFFICE DEPOT, INC.	CHILDREN'S CLEANING SUPPLIES	\$ 13.21	libcc
327323	6/28/2023	3986-251419	O'REILLY AUTO PARTS	PARTS- #2005	\$ 50.82	shopcc
327324	6/28/2023	3986-251422	O'REILLY AUTO PARTS	FUSE HOLDER #2005	\$ 12.93	shopcc
327419	6/28/2023	593 176 150 8822	SAFEWAY INC	OPERATING SUPPLIES	\$ 35.31	wdistcc
327289	6/28/2023	6560218140	ARAMARK	STA 3 MAT/MOP SERVICE: 6/28	\$ 16.32	medic
327340	6/28/2023	8-9041-0455-3069-119	MICHAELS	REC PROGRAM SUPPLIES	\$ 48.28	pkreccc
327431	6/28/2023	980139	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 8.62	museumcc
327404	6/28/2023	980200	BAYSHORE OFFICE PRODUCTS INC	EXHIBIT SUPPLIES	\$ 2.25	museumcc
327428	6/28/2023	980225	BAYSHORE OFFICE PRODUCTS INC	PARADE EXPENSE	\$ 225.61	wwtpcc
327418	6/28/2023	A227755	EKREM HARDWARE	THREADED PVC CAP X 5	\$ 11.35	wtpcc
327321	6/28/2023	C67707	SEBO'S DO-IT CENTER	FASTENERS	\$ 12.53	pwfacc
327341	6/28/2023	C67752	SEBO'S DO-IT CENTER	FASTENERS	\$ 7.62	afdcc
327326	6/28/2023	C67890	SEBO'S DO-IT CENTER	REC PROGRAM SUPPLIES	\$ 65.19	pkreccc
327320	6/28/2023	C68016	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 15.55	wwtpcc
327337	6/28/2023	C68068	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 20.66	parksccl
327335	6/28/2023	S10530	ALLEN PRECISION EQUIPMENT	TRANSMITTER BATTERY	\$ 172.04	pwfacc
327328	6/28/2023	U2316025832	ICONIX WATERWORKS INC	METERS- WATER INVENTORY	\$ 857.38	wdistcc
327331	6/28/2023	WABUR238566	FASTENAL COMPANY	MACHINE SCREWS	\$ 3.80	wtpcc

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328276	6/29/2023	10717223	NAVIA BENEFIT SOLUTIONS, INC	JUNE FLEXIBLE SPENDING PARTICIPANT FEE	\$ 136.95	hr
327417	6/29/2023	024894072	GALLS, LLC.	UNIFORM PANTS AND SHIRTS; NEW HIRE CARTER	\$ 680.88	apdcc
327416	6/29/2023	024894083	GALLS, LLC.	UNIFORM SHIRT; NEW HIRE CARTER	\$ 45.67	apdcc
327424	6/29/2023	070144	PORT OF ANACORTES	MARINE 29 FUEL - RACE WEEK	\$ 35.78	afdcc
327423	6/29/2023	078292	PORT OF ANACORTES	MARINE 29 FUEL - RACE WEEK	\$ 73.41	afdcc
327275	6/29/2023	111-3352000-2200201	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 58.72	plancc
327332	6/29/2023	111-4642400-3799405	AMAZON.COM SERVICES, INC	UBIQUITI EXTERIOR SECURITY CAMERAS	\$ 620.01	infosyscc
327412	6/29/2023	111-7957666-6944220	AMAZON.COM SERVICES, INC	DRILL BIT	\$ 23.99	fibercc
327420	6/29/2023	111-8507958-7672246	AMAZON.COM SERVICES, INC	IR RANGE EXTENDERS CITY HALL	\$ 308.98	infosyscc
327430	6/29/2023	112-6706033-6528219	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 65.18	pkreccc
327427	6/29/2023	113-3288393-7981041	AMAZON.COM SERVICES, INC	JUMP STARTER BOXES	\$ 326.30	afdcc
327410	6/29/2023	113-6003209-6605859	AMAZON.COM SERVICES, INC	UNIFORM BOOTS; NEW HIRE HARRIS	\$ 120.14	apdcc
327403	6/29/2023	114-1017478-1857010	AMAZON.COM SERVICES, INC	TRAFFIC SAFETY SUPPLIES	\$ 176.80	shopcc
327401	6/29/2023	144900	THE HOSE SHOP, INC	PARTS #514	\$ 473.78	shopcc
327405	6/29/2023	146798	WATERMARK BOOK COMPANY	RESEARCH LIBRARY BOOK	\$ 32.59	museumcc
327414	6/29/2023	162175	ATTORNEY & NOTARY SUPPLY OF	ATTORNEY & NOTARY SUPPLY - JOURNAL AND STAMP SUPPLIES	\$ 129.97	legalcc
327482	6/29/2023	24261391	PURCELL TIRE AND SERVICE CENTE	TIRE REPAIR #514	\$ 74.02	shopcc
327483	6/29/2023	24261415	PURCELL TIRE AND SERVICE CENTE	TIRES #516	\$ 1,008.16	shopcc
327400	6/29/2023	43400100270	LES SCHWAB TIRE CENTERS	TIRES- #053A	\$ 197.88	shopcc
327513	6/29/2023	499602	ACTIVE911, INC.	NEW LICENSES FOR VOLUNTEERS	\$ 32.85	afdcc
327290	6/29/2023	6560219196	ARAMARK	STA 2 MAT/MOP SERVICE: 6/29	\$ 16.31	medic
327291	6/29/2023	6560219197	ARAMARK	STA 1 MAT/MOP SERVICE: 6/29	\$ 22.63	medic
327541	6/29/2023	6560219201	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd

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327411	6/29/2023	662 207 80 707	COSTCO WHOLESALE CORPORATION	APD COFFEE PODS	\$ 142.96	apdcc
327506	6/29/2023	980276	BAYSHORE OFFICE PRODUCTS INC	WA PARK OFFICE SUPPLIES	\$ 17.59	parksccl
327409	6/29/2023	B36207/1	ACE HARDWARE	REC PROGRAM SUPPLIES	\$ 11.74	pkreccc
327426	6/29/2023	B36808/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 19.93	parksccl
327415	6/29/2023	C68251	SEBO'S DO-IT CENTER	PARTS- WATER DEPT	\$ 88.44	wdistcc
327422	6/29/2023	C68325	SEBO'S DO-IT CENTER	BRAIDED TUBE	\$ 17.02	pwfacccl
327425	6/29/2023	C68349	SEBO'S DO-IT CENTER	TOOL SET #6938	\$ 19.18	shopcc
327402	6/29/2023	C68421	SEBO'S DO-IT CENTER	FASTENERS- #715	\$ 11.82	shopcc
327413	6/29/2023	R-0610184	DEPARTMENT OF LICENSING	NOTARY LICENSE APPLICATION FEE	\$ 40.00	legalcc
328278	6/30/2023	34888	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	\$ 159.00	hr
328166	6/30/2023	6295	FIRE SERVICE REPAIR, LLC	ANNUAL PUMP TESTING	\$ 2,814.66	medic
328138	6/30/2023	88129	SOUND DEVELOPMENT GROUP, LLC	H AVENUE MULTIMODAL ACFL CONNECTOR - JUNE 2023	\$ 805.00	pw1
328277	6/30/2023	MPC-INV407184	MEDIA PARTNERS CORP	DEI TRAINING PLATFORM	\$ 2,728.16	hr
327497	6/30/2023	045468	PORT OF ANACORTES	MARINE 29 FUEL	\$ 81.04	afdcc
327499	6/30/2023	1001067252	GALLS, LLC.	UNIFORM ITEMS FOR NEW HIRES: HARRIS, PLEADWELL	\$ 1,103.40	apdcc
327406	6/30/2023	10681450818	DELL MARKETING LP	MDT'S FOR NEW POLICE OFFICERS	\$ 6,724.05	infosyscc
327505	6/30/2023	111-8507958-7672246	AMAZON.COM SERVICES, INC	SECURITY CAMERA CITY HALL	\$ 277.41	infosyscc
327510	6/30/2023	1790	WASHINGTON FINANCE OFFICERS	WFOA MEMBERSHIP STEFFEN	\$ 75.00	financecc
327531	6/30/2023	200088525	FBI-LEEDA INC	TRAINING FBI-LEEDA-SUPERVISOR - RECORDS SVC MNGR INGRAM	\$ 795.00	apdcc
327490	6/30/2023	22-70144726	MUNICIPAL RESEARCH &	WA FINANCE OFFCRS ASSOC MEMBERSHIP RENEWAL	\$ 75.00	financecc
327476	6/30/2023	300287	NAPA	HOSE FITTINGS #221	\$ 37.94	shopcc
327484	6/30/2023	51245992	ALTEC INDUSTRIES, INC	REPAIRS- # 195	\$ 3,029.91	shopcc
327508	6/30/2023	602328	SHRM	SHRM-CP CERTIFICATE - REILLY WYNN	\$ 29.81	hrcc
327511	6/30/2023	64455947254	WASHINGTON FINANCE OFFICERS	WFOA CONFERENCE STEFFEN	\$ 495.00	financecc
327478	6/30/2023	68860438	ACCIS	ACCIS MEMBERSHIP RENEWAL	\$ 75.00	infosyscc
327493	6/30/2023	B36965/1	ACE HARDWARE	REPAIR PARTS / DUMPSTERS	\$ 62.57	shopcc
327503	6/30/2023	B37060/1	ACE HARDWARE	MAINTENANCE - PUMP STATION	\$ 90.74	wwtpcc

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327475	6/30/2023	B37383/1	ACE HARDWARE	PAINTING SUPPLIES	\$ 108.66	wdistcc
327474	6/30/2023	B37492/1	ACE HARDWARE	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 24.97	wwtpcc
327512	6/30/2023	B37502/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 19.93	parksccl
327509	6/30/2023	C69123	SEBO'S DO-IT CENTER	PD SERVER ROOM SUPPLIES	\$ 24.57	parksccl
327477	6/30/2023	INV00371455	PANTHEON SYSTEMS, INC	SUBSCRIPTION WEB HOSTING 6/30-7/29/23	\$ 38.09	infosyscc
328306	7/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 06/01-06/30/23	\$ 98.00	finance
327500	7/1/2023	1001067252	GALLS, LLC.	UNIFORM EQUIP AND CLOTHING; NEW HIRE HARRIS AND VANDERKOOY	\$ 871.43	apdcc
327481	7/1/2023	10681575585	DELL MARKETING LP	MDT TO REPLACE WATER DAMAGED UNIT	\$ 3,362.04	infosyscc
327486	7/1/2023	112-4090936-9629851	AMAZON.COM SERVICES, INC	PARKS MAINTENANCE SUPPLIES	\$ 181.12	parksccl
327487	7/1/2023	112-5422211-8965806	AMAZON.COM SERVICES, INC	PARKS TRESTLE CAMERA PARTS	\$ 43.51	parksccl
327488	7/1/2023	112-5422211-8965806	AMAZON.COM SERVICES, INC	PARKS TRAIL CAMERA PARTS	\$ 8.68	parksccl
327549	7/1/2023	115269	G12 COMMUNICATIONS	SIP TRUNKS 7/1-7/31/23	\$ 960.72	infosys
327504	7/1/2023	1837461	HEALTH & SAFETY INSTITUTE	16 CPR CERTIFICATIONS	\$ 126.21	afdcc
327608	7/1/2023	2503075-0043-0	WASTE MANAGEMENT	WTP GARBAGE, RECYCLING COLLECTION 6/1/23-6/30/23	\$ 189.26	dwtp
327547	7/1/2023	4801906S185	LEMAY MOBILE SHREDDING	CONTAINER SHREDDING - CITY HALL 6/5 AND	\$ 7.54	finance
327485	7/1/2023	5441975-684	COVERCRAFT INDUSTRIES LLC	SEAT COVERS	\$ 702.83	shopcc
327480	7/1/2023	A65328825169569864	GOOGLE ANALYTICS	SAFE AND CLEAN WATER.COM	\$ 6.36	infosyscc
327473	7/1/2023	FS230630726485	FS.COM, INC.	FIBER CABLES AND TRAN FOR FIBER RESILIENCE PROJECT	\$ 418.44	infosyscc
327492	7/1/2023	GOOGLE-2306	GOOGLE ANALYTICS	GOOGLE ADVERTISING	\$ 212.77	fibercc
327498	7/1/2023	SO242937	WITMER PUBLIC SAFETY GROUP INC	FIRE BOOTS	\$ 534.49	afdcc
327494	7/2/2023	112-9624238-7719441	AMAZON.COM SERVICES, INC	WRITING PADS, AAA BATTERIES	\$ 23.43	wtpcc
327491	7/2/2023	F6F8083-0001	SKEDDA	SCHEDULING SOFTWARE ANNUAL SUBSCRIPTION	\$ 290.00	libcc
327507	7/2/2023	INV208942408	ZOOM VIDEO COMMUNICATIONS INC.	ZOOM DURING COURT SESSIONS	\$ 17.40	courtcc
327502	7/2/2023	INV208942768	ZOOM VIDEO COMMUNICATIONS INC.	SENIOR CENTER ZOOM SUBSCRIPTION 7/2-8/1/23	\$ 17.40	parksccl

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327489	7/2/2023	MC17613265	MAILCHIMP	REC DEPT MAILING LIST SUBSCRIPTION	\$ 28.83	parksccl
328146	7/3/2023	0689	FIDALGO CLEANING	APD CLEANING & SUPPLIES 7/3-7/16/23	\$ 800.00	apd
328282	7/3/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 67.79	hr
327495	7/3/2023	111-6158136-9745839	AMAZON.COM SERVICES, INC	TOOLS	\$ 149.26	fibercc
327501	7/3/2023	112-4183615-7435412	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	\$ 258.48	libcc
327582	7/3/2023	234352890	SURETY PEST CONTROL	PEST CONTROL ACC 34798464 2205 37TH STREET A AVE BOOSTER	\$ 52.21	wtpcc
327581	7/3/2023	234354105	SURETY PEST CONTROL	PEST CONTROL ACC 34803357 6996 SAN JUAN HILL FIDALGO	\$ 54.39	wtpcc
327579	7/3/2023	300544	NAPA	TIRE BLACK	\$ 19.00	afdcc
327533	7/3/2023	3986-252387	O'REILLY AUTO PARTS	PARTS #850	\$ 13.77	shopcc
327530	7/3/2023	6560219206	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 82.60	shopcc
327694	7/3/2023	6560220528	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
327585	7/3/2023	977	LITTLE CAESARS PIZZA	REC PROGRAM SUPPLIES	\$ 52.16	pkreccc
327535	7/3/2023	C70461	SEBO'S DO-IT CENTER	REC PROGRAM SUPPLIES	\$ 18.32	parksccl
327525	7/3/2023	C70721	SEBO'S DO-IT CENTER	FLAP DISC	\$ 14.13	afdcc
327529	7/3/2023	INV-01819542	UNITED SITE SERVICES, INC	PENN AVE PORTA POTTY 6/1/23-6/30/23	\$ 210.25	wtpcc
327367	7/3/2023	INV209082420	ZOOM VIDEO COMMUNICATIONS INC.	EXECUTIVE 04/03-08/02/2023	\$ 60.92	execc
327527	7/3/2023	INVITAS-JV 1	THE WHIDBEY INSTITUTE	CONVERSATIONAL LEADERSHIP JV FIRST HALF	\$ 626.33	libcc
327636	7/4/2023	029552	CITY OF ANACORTES	PARKS SUPPLIES	\$ 7.00	parksccl
327584	7/4/2023	0713-1230-7186-2307	WALGREENS	SENIOR CENTER SUPPLIES	\$ 18.58	parksccl
327526	7/4/2023	10682535848	DELL MARKETING LP	DELL NOTEBOOK LATITUDE 5510 BATTERY REPLACEMENT	\$ 96.60	infosyscc
327583	7/4/2023	111-2986793-2364227	AMAZON.COM SERVICES, INC	FIBER OPTIC CLEANER	\$ 47.84	fibercc
327580	7/4/2023	2108333	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 50.00	libcc
328147	7/5/2023	303375	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JUNE 2023	\$ 150.00	apd

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327693	7/5/2023	112-2000985-0138612	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES - SUMP PUMP	\$ 166.98	wwtpcc
327627	7/5/2023	145029	THE HOSE SHOP, INC	PARTS #514 & #426	\$ 70.22	shopcc
327634	7/5/2023	1Z8129Y80142989031	UNITED PARCEL SERVICE, INC	BOX, PACKING AND SHIPPING PUMP TO WATSON MARLOW	\$ 1,079.25	wtpcc
327644	7/5/2023	235665886	SURETY PEST CONTROL	OPS PEST CONTROL	\$ 95.73	dshop
327543	7/5/2023	34684	THRIFTY CLEANERS	UNIFORM CLEANING 6/1/23 - 7/1/23	\$ 110.13	apd
327629	7/5/2023	3986-252703	O'REILLY AUTO PARTS	LED SWITCH #8002	\$ 21.26	shopcc
327628	7/5/2023	3986-252756	O'REILLY AUTO PARTS	CRIMPER #3000	\$ 39.16	shopcc
327633	7/5/2023	564,106,036,917,815	UNIFIRST CORPORATION	WTP LAUNDRY 5 INVOICES	\$ 815.15	wtpcc
327681	7/5/2023	593 175 53 8821	SAFEGWAY INC	REC EVENT SUPPLIES	\$ 45.14	pkreccc
327632	7/5/2023	66483068H2307361T	ASSOCIATION OF WASHINGTON	AWC EXTENDED JOB POSTING - POLICE OFFICER	\$ 250.00	hrcc
327679	7/5/2023	980591	BAYSHORE OFFICE PRODUCTS INC	PRINTING	\$ 13.01	museumcc
327686	7/5/2023	980693	BAYSHORE OFFICE PRODUCTS INC	PARKS MAINTENANCE SUPPLIES-SKATE PARK	\$ 30.46	parksccl
327631	7/5/2023	B40942/1	ACE HARDWARE	REC EVENT SUPPLIES-KIDS R BEST FEST	\$ 62.45	pkreccc
327625	7/5/2023	B41228/1	ACE HARDWARE	CUSTOMER INSTALLATION HARDWARE	\$ 26.01	fibercc
327626	7/5/2023	C71354	SEBO'S DO-IT CENTER	CONCRETE MIX	\$ 16.29	pwfacc
327630	7/5/2023	C71385	SEBO'S DO-IT CENTER	SANDING SPONGES	\$ 9.55	afdcc
328149	7/6/2023	657852	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMO	\$ 466.89	apd
327684	7/6/2023	0241659038	CARHARTT	WTP UNIFORMS	\$ 298.55	wtpcc
327899	7/6/2023	090393	US BANK	FUEL #90011	\$ 25.26	shopcc
327688	7/6/2023	1001067252	GALLS, LLC.	UNIFORM EQUIP; NEW HIRE PLEADWELL AND HARRIS	\$ 15.28	apdcc
327695	7/6/2023	111-2827975-0977060	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 93.40	wwtpcc
327696	7/6/2023	111-5455043-5859428	AMAZON.COM SERVICES, INC	OFFICE AND LUNCHROOM SUPPLIES	\$ 72.12	wwtpcc
327685	7/6/2023	112-6285988-3381858	AMAZON.COM SERVICES, INC	POWER CONNECTOR	\$ 11.46	wtpcc
327874	7/6/2023	24261494	LES SCHWAB TIRE CENTERS	TIRE DISPOSAL FEE #515	\$ 15.00	shopcc
327864	7/6/2023	300798	NAPA	APPARATUS DETAILING SUPPLIES	\$ 104.01	afdcc
327697	7/6/2023	B41583/1	ACE HARDWARE	SUPPLIES- WATER DEPT	\$ 16.64	wdistcc
327689	7/6/2023	B41949/1	ACE HARDWARE	SUPPLIES- STREET DEPT	\$ 20.15	shopcc

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327692	7/6/2023	C71961	SEBO'S DO-IT CENTER	FACILITY USE ITEM PARKS DEPT	\$ 53.30	pwfacc
327690	7/6/2023	C72225	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 9.40	parkscc1
327677	7/6/2023	SDW_PSI13780	WOOD'S LOGGING SUPPLY	PARTS #11985	\$ 22.74	shopcc
327637	7/6/2023	USI99903080977	CANVASDISCOUNT	BRUSH TRUCK PRINTS FOR SHOP	\$ 152.33	afdcc
327691	7/6/2023	X68584/1	ACE HARDWARE	FACILITY USE ITEM	\$ 21.53	pwfacc
328290	7/7/2023	16-606	LOUIS NUTTER SR	WTP LAGOON #3 SEDIMENT REMOVAL	\$ 27,150.00	dwtpp
328186	7/7/2023	341981A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 402.41	pwfacc
328187	7/7/2023	342419	BAY CITY SUPPLY	FACILITY	\$ 1,463.49	pwfacc
328315	7/7/2023	3rd QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	3RD QTR JUDICIAL BILLING	\$ 22,566.00	court
327867	7/7/2023	0117329	FRONTIER BUILDING SUPPLY	PLYWOOD FOR INSTALLING ADDITIONL PPE STORAGE	\$ 87.52	afdcc
327683	7/7/2023	10682956497	DELL MARKETING LP	DELL NOTEBOOK LATITUDE 5501, SCREEN REPLACEMENT	\$ 182.78	infosyscc
327894	7/7/2023	111-0214388-8958618	AMAZON.COM SERVICES, INC	SUPPLIES FOR BOOK DISPLAYS	\$ 25.44	libcc
327903	7/7/2023	111-3409876-6808235	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 48.11	wwtpcc
327880	7/7/2023	111-4281185-5540220	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 41.42	libcc
327678	7/7/2023	112-1818848-0352244	AMAZON.COM SERVICES, INC	SUPPLIES- STREET DEPT	\$ 35.24	shopcc
327869	7/7/2023	113-1194774-7602624	AMAZON.COM SERVICES, INC	8 SSD HARD DRIVES TO EXPAND STORAGE ON APD NAS	\$ 340.32	infosyscc
327884	7/7/2023	113-4866911-5394660	AMAZON.COM SERVICES, INC	NEW CSO SUPPLIES; CATCH POLE	\$ 163.15	apdcc
327871	7/7/2023	113-8889524-5651407	AMAZON.COM SERVICES, INC	TVS FOR EACH STATION WORKOUT ROOM TCL	\$ 963.82	afdcc
327873	7/7/2023	114-2252034-4085818	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 87.00	wwtpcc
327895	7/7/2023	1220749	SKAGIT PUBLISHING LLC	ANACORTES AMERICAN ANNUAL SUBSCRIPTION LIBRARY	\$ 68.35	libcc
327898	7/7/2023	183019	SKAGIT SOILS, INC.	SENIOR CENTER LANDSCAPING SUPPLIES	\$ 431.69	parkscc1
327876	7/7/2023	3986-253181	O'REILLY AUTO PARTS	CLEANER/LUBE- SHOP	\$ 31.31	shopcc
327877	7/7/2023	3986-253182	O'REILLY AUTO PARTS	CLEANER/LUBE - SHOP	\$ 93.94	shopcc
327878	7/7/2023	3986-253207	O'REILLY AUTO PARTS	CABIN FILTER- #172	\$ 11.96	shopcc

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327879	7/7/2023	3986-253215	O'REILLY AUTO PARTS	IGN WIRE SET #034	\$ 48.31	shopcc
327901	7/7/2023	3FA001E5-0004	SPYPOINT	FOREST LANDS CAMERA SUBSCRIPTION 7/7-8/7/23	\$ 15.00	parksccl
328188	7/7/2023	40430314	LIFELINE	LIFELINE SERVICES, LEOFF 1 RETIREE 7/18/23-8/18/23	\$ 41.58	hrcc
327887	7/7/2023	593 175 18 8821	SAFEWAY INC	LAB SUPPLIES	\$ 23.92	wwtpcc
327687	7/7/2023	7/7/23	APPLE	SIMSUSHARE FOR FIRE TRAINING SCENARIOS	\$ 10.87	afdcc
327900	7/7/2023	8561 00001 21517	HOME DEPOT	FACILITY USE ITEMS FOR WOOD SHOP	\$ 240.61	pwfacc
327888	7/7/2023	B42495/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 23.40	wwtpcc
327882	7/7/2023	B42735/1	ACE HARDWARE	REC EVENT SUPPLIES	\$ 48.94	pkrecc
327866	7/7/2023	C72500	SEBO'S DO-IT CENTER	FACILITY USE ITEM APD	\$ 10.19	pwfacc
327889	7/7/2023	C72702	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 34.11	wwtpcc
327865	7/7/2023	SDW_PSI13937	O'REILLY AUTO PARTS	PLUG #11976	\$ 12.99	shopcc
328291	7/8/2023	237831	LAKESIDE INDUSTRIES, INC.	SKATE PARK DEMO FEES	\$ 298.30	parks1
328003	7/8/2023	237859	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK- WATER DEPT	\$ 258.58	dshop
327890	7/8/2023	1001067252	GALLS, LLC.	UNIFORM EQUIP; NEW HIRE VANDERKOOY AND CARTER - SNAP CASE	\$ 51.78	apdcc
327881	7/8/2023	111-7526467-4745814	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 138.04	libcc
327868	7/8/2023	167989	AUTOMOTIVE TRAINING GROUP INC	HANDS ON ELECTRICAL TRAINING	\$ 139.50	shopcc
327886	7/8/2023	3986-253449	O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES	\$ 55.46	wwtpcc
327870	7/8/2023	E060003Y98	MICROSOFT CORPORATION	AZURE DISASTER AND RECOVERY 6/2-7/1/22	\$ 958.76	infosyscc
328163	7/9/2023	600001064	SKAGIT REGIONAL HEALTH	PHYSICAL EXAMS: BOYLE, HARRIS, ELY	\$ 324.00	medic
328164	7/9/2023	600001371	SKAGIT REGIONAL HEALTH	PHYSICAL: BOYLE	\$ 926.00	medic
328314	7/9/2023	ANA-1246647	ANACORTES AMERICAN	SUBSCRIPTION ONE YEAR 8/23- 8/9/24	\$ 253.55	dwwtp
327905	7/9/2023	113-3397084-0871443	AMAZON.COM SERVICES, INC	K9 SUPPLIES; PELICAN CASES FOR TRAINING	\$ 160.92	apdcc
327892	7/9/2023	113-6656824-1246618	AMAZON.COM SERVICES, INC	FIRE EXTINGUISHERS FOR VEHICLES	\$ 940.02	shopcc
327902	7/9/2023	3FA001E5-0005	SPYPOINT	FOREST LANDS CAMERA SUBSCRIPTION 7/7-8/7/23	\$ 15.00	parksccl
328308	7/10/2023	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 6/8-7/7/2023	\$ 4,309.27	publib
328006	7/10/2023	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 6/08- 7/07/23	\$ 23.26	dshop

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328171	7/10/2023	220022355618	PUGET SOUND ENERGY INC	500 T AVENUE TSUNAMI SIREN - 6/8-7/7/23	\$ 10.89	dwwtp
328182	7/10/2023	230812	T-SHIRTS BY DESIGN	UNIFORM FOR NEW HIRE	\$ 391.68	pwfac
328160	7/10/2023	2310	FLOWMSP, INC	FLOWMSP PRE-INCIDENT FIRE PLANNING PLATFORM	\$ 3,000.00	medic
328289	7/10/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 6/6-7/6/23	\$ 4,353.11	parks1
328161	7/10/2023	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 6/6 - 7/6/23	\$ 977.21	medic
328017	7/10/2023	300000290035	PUGET SOUND ENERGY INC	MUSEUM 6/7-7/6/23	\$ 167.45	museum
328295	7/10/2023	300000300008	PUGET SOUND ENERGY INC	ENERGY BILL - INCLUDES MARCH, APRIL AND MAY FOR 500 T AVENUE	\$ 61,423.71	dwwtp
328007	7/10/2023	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 6/08-07/07/23	\$ 428.42	dshop
328131	7/10/2023	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 7/19-8/18/23	\$ 141.65	finance
328305	7/10/2023	INV-14545	NW COMMUNICATIONS, INC	REPAIR PORTABLE RADIO	\$ 125.12	medic
327885	7/10/2023	113-1502324-8480227	AMAZON.COM SERVICES, INC	NEW CSO SUPPLIES; MISC MUZZLES	\$ 11.90	apdcc
328142	7/11/2023	230711-1	SCHULTZ, WREN	2023 KIDS R BEST FEST PROGRAM PERFORMER	\$ 500.00	pkrec
328288	7/11/2023	243560	INFOSEND, INC.	FIREWORKS FLYER INSERT	\$ 807.47	parks1
328154	7/11/2023	3148	WELCH BROTHERS CONSTRUCTION	SKYLINE SANITARY SEWER PUMP STATION (PS14) CONVEYANCE VAULT LID REPLACEMENT	\$ 64,074.96	pw1
328287	7/11/2023	8498 30017 0464628	COMCAST	WA PARK INTERNET CONNECTION 7/21-8/20/23	\$ 113.16	parks1
328153	7/11/2023	IN1902380	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR PARTS	\$ 382.20	medic
328173	7/11/2023	S722852	CORE & MAIN LP	WATER PARTS INVENTORY	\$ 212.81	wdist
328001	7/11/2023	S749351	CORE & MAIN LP	WATER INVENTORY	\$ 997.50	dshop
327998	7/11/2023	T113413	CORE & MAIN LP	WATER INVENTORY	\$ 4,942.47	wdist
327062	7/11/2023	T113733	CORE & MAIN LP	WATER INVENTORY RESTOCK	\$ 8,721.62	wdist
328145	7/12/2023	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 6/10-7/11/23	\$ 9,061.46	dwwtp
328008	7/12/2023	23-18675	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
328011	7/12/2023	23-20423	EDGE ANALYTICAL, INC	WATER ANALYSIS BACT FINISHED	\$ 19.00	dwwtp
328012	7/12/2023	23-20424	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwwtp
328140	7/12/2023	594101	HUGHES FIRE EQUIPMENT, INC.	PRC + PUMPER VEH #221	\$ 444.03	dshop

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328168	7/12/2023	7308744805	CARDINAL HEALTH 110, INC.	PHARMA: ONDANSETRON, NITROGLYCERIN	\$ 493.28	medic
328004	7/12/2023	9332962992	GRAYBAR ELECTRIC COMPANY, INC	EXTERIOR WALLBOXES	\$ 10,206.26	fiber
328165	7/12/2023	AN 856334	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 64.25	medic
327821	7/12/2023	RefundCostanza	COSTANZA, MICHELLE	GRAND VIEW REFUND-PLOT BUY BACK	\$ 690.00	parks1
327816	7/12/2023	RefundCunningham	CUNNINGHAM, TRACY	WA PARK CAMPING REFUND	\$ 53.00	parks1
327815	7/12/2023	RefundGorton	GORTON, VICTORIA	WA PARK CAMPING REFUND	\$ 396.00	parks1
327818	7/12/2023	RefundHavard	HAVARD, PAUL	WA PARK CAMPING REFUND	\$ 53.00	parks1
327820	7/12/2023	RefundSinclair	SINCLAIR, KATY	WA PARK CAMPING REFUND	\$ 53.00	parks1
327814	7/12/2023	RefundSoni	SONI, DARPAN	WA PARK CAMPING REFUND	\$ 24.00	parks1
327819	7/12/2023	RefundWatson	WATSON, DARA	WA PARK CAMPING REFUND	\$ 53.00	parks1
327817	7/12/2023	RefundWolfisberg	WOLFLISBERG, CARMEN	WA PARK CAMPING REFUND	\$ 17.00	parks1
328143	7/12/2023	SDW_PSI14222	WOOD'S LOGGING SUPPLY	CARBURETOR #11-962	\$ 94.46	dshop
328000	7/12/2023	SI239011	WATSON-MARLOW, INC.	PUMP REPAIR - RGA W025099	\$ 4,303.51	dwtp
327999	7/13/2023	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 6/8-7/7/23	\$ 12.70	finance
328010	7/13/2023	23-19455	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER MONTHLY	\$ 391.00	dwtp
328309	7/13/2023	273	SKAGIT COUNTY FIRE DIST #13	AFD PORTION OF SHARED FORCIBLE ENTRY	\$ 1,745.95	medic
328141	7/13/2023	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 6/7/23-7/6/23	\$ 5,038.63	dwtp
328177	7/13/2023	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 6/13 - 7/11/23	\$ 29.87	medic
328313	7/13/2023	PS-INV105378	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATION CSO4 FLOWMETER	\$ 6,039.49	dwwtp
328137	7/14/2023	0009	WINNINGHAM PRODUCTIONS	BALLROOM DANCE INSTRUCTOR	\$ 225.00	pkrec
328151	7/14/2023	0190068	GEOENGINEERS, INC.	ON-CALL CRITICAL AREAS-RELATED SERVICES: SHIP HARBOR BOARDWALK REPAIR	\$ 4,279.83	parks1
328132	7/14/2023	026P46506	DOBBS PETERBILT - MARYSVILLE	CROSS BAR BUMPER #516	\$ 2,849.23	dshop
328139	7/14/2023	2023841	GATEWAY CONTROLS, INC	WTP GATES ANNUAL PREVENTATIVE MAINTENANCE	\$ 915.50	dwtp
328316	7/14/2023	20INV000402436	TOTER LLC	64 AND 96 GALLON GARBAGE TOTES	\$ 22,667.39	pw1
328135	7/14/2023	23-47216	BUDGET TOWING & AUTO REPAIR	RV TOWING	\$ 603.84	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328136	7/14/2023	23-47217	BUDGET TOWING & AUTO REPAIR	RV TOWING	\$ 603.84	dshop
328015	7/14/2023	2400	THE CLEAN TEAM	CITY BATHROOM CLEANING	\$ 3,550.00	plan
328172	7/14/2023	256708	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS - SODIUM BISULFITE 38%	\$ 2,224.14	dwwtp
328144	7/14/2023	3553	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN; 2ND QTR 2023	\$ 2,887.96	apd
328150	7/14/2023	524016	PROFORCE LAW ENFORCEMENT	NEW HIRE; TASER FOR CSO	\$ 1,460.11	apd
328174	7/14/2023	T193140	CORE & MAIN LP	WATER PARTS INVENTORY	\$ 1,589.57	wdist
328152	7/15/2023	00005W5A83283	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 7-15-23	\$ 23.94	apd
328157	7/17/2023	22-238-PRK-0041	CULBERTSON MARINE CONSTRUCTION	RETAINAGE RELEASE	\$ 768.95	pw1
328159	7/17/2023	22-282-SEW-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 260.08	pw1
328300	7/17/2023	9333025013	GRAYBAR ELECTRIC COMPANY, INC	BRACKETS FOR AERIAL OFDC	\$ 469.36	fiber
328169	7/17/2023	JUNE 2023 SUPMTL	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES - JUNE SUPMTL	\$ 1,595.00	attorney
328286	7/18/2023	0001	HICKMAN, LANA	ART CLASS INSTRUCTOR	\$ 1,155.00	pkrec
328281	7/18/2023	22-186-SEW-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 4,033.59	pw1
328298	7/18/2023	23-18678	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER	\$ 658.00	dwwtp
328299	7/18/2023	23-19452	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER	\$ 658.00	dwwtp
328311	7/18/2023	23-19509	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
328312	7/18/2023	INV24860	SEAWESTERN, INC.	SCBA COMPRESSOR AIR TEST	\$ 146.88	medic
328307	7/18/2023	INV2677935	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 6/15-7/14/23	\$ 336.09	finance
328302	7/18/2023	RefundBabb	BABB, CHARLES	WA PARK CAMPING REFUND	\$ 87.00	parks1
328297	7/18/2023	RefundDavis	DAVIS, SUZEE	WA PARK CAMPING REFUND	\$ 169.00	parks1
328303	7/18/2023	RefundDotinga	DOTINGA, NICOLE	WA PARK CAMPING REFUND	\$ 48.00	parks1
328301	7/18/2023	RefundLynch	LYNCH, LISA	WA PARK CAMPING REFUND	\$ 24.00	parks1
	Total				\$ 470,463.83	



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 5.c.

Agenda Item Title: Contract Award: Washington Park Trail Repair Project - Design
#23-209-PRK-001

Staff Contact(s): TIM HOHMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$98,075.00 to HDR Engineering, Inc. to provide an engineered cost estimate in accordance with FEMA's permanent work project procedures for the Washington Park Trail Repair Project. This preliminary design and cost estimate will assist the City in evaluation of a repair or an alternative procedures project.

Background:

1. **History:** In November or 2021 a landslide occurred on the bank above the shoreline at the north end of Washington Park. The slide damaged the City's trail leading from Puget Way into Washington Park. This damage occurred during a federally declared disaster period and has been determined as eligible for the FEMA disaster assistance program. Additional damage to this trail occurred during another disaster period in January 2022. The additional damage has also been determined to be eligible for the FEMA disaster assistance program.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$98,075.00.
 - The period of performance under this Agreement is through March 31, 2024.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Contractor	HDR Engineering, Inc.
Contract Amount	\$98,075.00
Earmarked Funds	\$0
BARS #	105.720.595.30.63
Budget Amendment Required?	No – grant funded
Start Date	Contract execution
End Date	3/31/24

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-209-PRK-001 with HDR Engineering, Inc. in the amount of \$98,075.00 to perform the Washington Park Trail Repair Project – Design.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-209-PRK-001



AGREEMENT 23-209-PRK-001

Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

WASHINGTON PARK TRAIL REPAIR PROJECT – DESIGN

This Agreement, hereinafter referred to as “Agreement”, is made and entered into between the City of Anacortes, hereinafter referred to as the “City”, and HDR Engineering, Inc., hereinafter referred to as the “Consultant”.

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

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide an engineered cost estimate in accordance with FEMA's permanent work project procedures for the Washington Park Trail Repair Project. This preliminary design and cost estimate will assist the City in evaluation of a repair or an alternative procedures project. Work is specified in Exhibit A, which is attached hereto and incorporated by reference, and shall be performed under the direction of the City's Project Manager, Tim Hohmann, or designee.

2. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Ninety-Eight Thousand Seventy-Five Dollars (\$98,075.00)**. The per task estimates are detailed in Exhibit A, and the billable rates for services provided shall be in accordance with Exhibit B which is attached hereto and incorporated by reference.

3. **Period of Performance**. The period of performance under this Agreement is from inception through March 31, 2024.

4. **Subcontracts**. The Consultant shall not subcontract the Scope of Work (“Work”) unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the 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 Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed 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 Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

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

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

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

6. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period,

by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

7. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Consultant of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

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

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

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant within 10 days of contract execution and before scheduling of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

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

I. Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

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

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

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

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

17. **Consultant 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 Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractor during the performance of this Agreement.

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

19. **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.

20. Right to Terminate Agreement.

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including

all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

22. **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.

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

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

25. **Disputes**

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

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

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

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

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

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

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

28. **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.

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

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

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

CITY:

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

CONSULTANT:

HDR Engineering, Inc.
Scott Johnson, PE
500 108th Ave NE, Suite 1200
Bellevue, WA 98004

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

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

**AGREEMENT 23-209-PRK-001
EXHIBIT A**

**City of Anacortes, WA
Washington Park Trail Repair Project
Preliminary Design**

Scope of Services

June 2023



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Anacortes (City) has retained HDR (Consultant) to assist the City in developing preliminary engineering Plans for design of the trail repair in support of their federal aid reimbursement request to FEMA. The Washington Park Trail had two landslides adjacent to the trail that compromised the trail east of the boat launch on Sunset Beach.

The scope of work includes an alternatives workshop, geotechnical recommendations for slope reconstruction and soil stabilization, a draft and final review of preliminary engineering Plans, and on-call support to the City during their negotiations with FEMA to support the City's funding reimbursement request.

Scope of Services

Task 1 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

Consultant Services

1. Project Setup in Consultant's controller software and execution of the Contract including providing insurance certifications and other project startup requirements.
2. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, quality plan, safety plan, and communications information.
3. Coordinate and manage the project team. This includes bi-weekly check in meetings with the City to update progress and provide coordination on design decisions.
4. Prepare monthly status reports and invoices describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Consultant will manage the subconsultants on the project including invoicing coordination and task coordination.
6. Consultant will closeout the project and provide the City a copy of project files at end of the task.

Client Responsibilities

1. Attend project management coordination meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be 5 months.
2. Two coordination meetings will be held virtually per month and will last 30 minutes or less. Consultant will prepare for each meeting, attend each meeting, provide follow-up, and notes from the meeting.
3. Invoices will be standard Consultant invoice format.
4. Expense backup will not be provided with invoices but will be available for review at Consultant office or by request.

Deliverables

1. Monthly reports and invoices (e-mailed PDF file)
2. Project management coordination meeting agenda and notes (e-mailed PDF files).

Task 2 Quality Control

Objective

The purpose of this task is to provide 3rd party engineering reviews of the project design deliverables to reinforce quality products meeting the engineering industry standard of care.

Consultant Services

1. Draft Design QC:
 - A. Review of trail design and grading components for adherence to local standards and applicable to the existing conditions and connections of the trail.
 - B. Review of cost estimate document for completeness and spot check of unit prices and quantities.
2. 30% Design QC:
 - A. Review of changes made to design between Draft and 30%.
 - B. Review of Plans and estimate for incorporation of City comments.

Assumptions

1. Quality Control review is for completeness and conformance with generally accepted engineering standards for preliminary design.
2. Grading and slope stabilization method will not change between draft design and 30% design.

Deliverables

1. No deliverables are associated with this task.

Task 3 Preliminary Design

Objective

The purpose of this task is to assess up to two (2) alternatives available to restore the trail facility and select the most appropriate one based on the site conditions, impacts construction will have on the environment, and constructability of the design. After a preferred alternative is selected by the City, the design will be progressed to a preliminary level and submitted to the City.

Consultant Services

1. Provide geotechnical engineering services including the following items:
 - A. Data review and site reconnaissance
 - B. Preliminary engineering analysis included recommendations for slope reconstruction parameters, tie-in's to existing remaining embankment, and general grading parameters.
 - C. Meetings with City and Consultant team to discuss recommendations and provide input to the design.
2. Attend an alternatives workshop at City of Anacortes including a site visit to review the existing conditions and debate the alternatives available to repair the trail facility. Consultant will produce materials supporting the workshop discussion and will prepare a memorandum documenting the workshop and selection of a preferred alternative.
3. Draft Preliminary Design including CAD design for the trail repair and slope reconstruction. This will include Plans and cost estimate. Plans are anticipated to include the following sheets.

Plans	Number of Sheets
Cover	1
Legend and Notes	1
Site Plan and Demolition Plan	1
Trail Typical Section	1
Paving and Grading Plan	1
Grading Cross Sections	2
Grading Details	1
Construction Access Plan	1
Total	9

4. 30% Preliminary Design including CAD design for the trail repair and slope reconstruction. This will include Plans and cost estimate. Plans sheets are anticipated to be the same as the Draft Preliminary Design sheet list outlined in item three of this task. These plans will incorporate comments from City review and advancement of the design to a preliminary level.

Client Responsibilities

1. Participate in alternatives workshop and endorse an alternative to move forward into design.
2. Provide review and comment on the draft design in 5 working days.
3. The City is responsible for providing survey of the project site.

Assumptions

1. Alternatives workshop will be attended by up to 3 Consultant staff. The workshop is anticipated to last 2 hours at City Hall and 2 hours on-site.
2. Up to 2 alternatives will be considered during the workshop.
3. Standard Consultant Cost Estimate template will be utilized for the project.
4. Standard Consultant CAD standards will be utilized for the project.
5. Design is anticipated to have slope reconstruction at both slide locations and will include some grading work around the toe of the slope to protect against future failures and to restore the hillside and trail route.
6. A 1-hour comment resolution meeting will occur after draft design comments are received and will be attended by up to 2 Consultant staff.
7. Design level of preliminary design plans and estimate is sufficient for FEMA applications for repair reimbursement.
8. The Consultant will design per the latest (up to June 2023) standards available for the City of Anacortes, WSDOT, and AASHTO.
9. Design of improvements is assumed to be completed under an emergency repair authorization and will not be subject to the Department of Ecology Stormwater Management requirements.
10. The Consultant has no control over the construction industry or material prices. Cost estimates are based on engineering judgment and utilizing bids from similar projects in similar regions.
11. No geotechnical explorations are being completed as part of this phase. As such, the geotechnical recommendations are contingent on future explorations which will be utilized to confirm the soil conditions.

Deliverables

1. Preliminary Geotechnical Report (PDF)
2. Alternative Workshop Memorandum (PDF)
3. Draft Design Plans and Cost Estimate (PDF and Excel)
4. 30% Design Plans and Cost Estimate (PDF and Excel)

Task 4 FEMA Support

Objective

The purpose of this task is to provide support to the City through the FEMA application process for repair reimbursement.

Consultant Services

1. This is an on-call task related to support activities that may arise during the FEMA process. The task is limited to a total of 20 hours of Consultant effort.

Client Responsibilities

1. Provide direction for task requests and authorization to proceed with these tasks.

Assumptions

1. Tasks will be discussed and a time allotment (within the limits of the Contract budget) will be decided between City and PM prior to beginning work.
2. Task is limited to the budget allotted in the LOE Consultant estimate.

Deliverables

1. To be determined on a task-by-task basis.

Schedule

Milestones	Date
Notice to Proceed	July 18, 2023
Alternatives Workshop	July, 2023
Draft Plan and Estimate Submittal	August 11, 2023
30% Plan and Estimate Submittal	September 1, 2023
End of FEMA Negotiation Support	November 30, 2023

Fee

Task	Fee
Task 1 – Project Management	\$9,447
Task 2 – Quality Control	\$6,980
Task 3 – Preliminary Design	\$76,222
Task 4 – FEMA Support	\$5,426
Total	\$98,075

AGREEMENT 23-209-PRK-001
 EXHIBIT B

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: City of Anacortes _Washington Park Trail Repair

 Project Role Billing Rate		Ferrier, Paul A	Starr, Jason L	Young, Gudrun E	Bergstrom, Eric C	Flodin, Scott Andrew	Johnson, Lawrence S (Scott Johnson)	Alsina, Noah	McCracken, Lukas Leroy	Total Labor Hours	Total Labor Dollars
		Principal	Project Manager	Sr. Project Accountant	Sr. Engineer	Roadway Engineer	Roadway QC	Roadway EIT	CAD Lead		
		418.05	250.21	183.42	359.58	151.97	308.16	123.10	99.84		

1	Top Task #1 Project Management	3	16	15	4	0	0	0	0	38	\$ 9,447.13
1	Project Setup		2	4						6	\$ 1,234.10
	Project Mgmt Plan / Quality Mgmt Plan / HASP		2	2						4	\$ 867.26
	Coordination and Monitoring	2	4		4					10	\$ 3,275.26
	Invoicing / Status Reporting / EV / WorkPlan		4	8						12	\$ 2,468.20
	Subconsultant Management		2							2	\$ 500.42
	Project Closeout	1	2	1						4	\$ 1,101.89

2	Top Task #2 Quality Control	0	4	0	0	0	19	0	0	23	\$ 6,855.88
	Draft Design QC		2				9			11	\$ 3,273.86
	30% Submittal QC		2				10			12	\$ 3,582.02

3	Top Task #3 Preliminary Design	0	72	0	4	96	14	92	80	358	\$ 57,669.20
	Geotechnical Engineering		4			2	2			8	\$ 1,921.10
	Alternatives Workshop and Site Visit		14			18	12		8	52	\$ 10,735.04
	Draft Design		34		2	54		64	48	202	\$ 30,103.40
	30% Submittal Design		20		2	22		28	24	96	\$ 14,909.66

4	Top Task #4 FEMA Support	1	11	0	2	2	4	0	0	20	\$ 5,426.10
	General On-Call Support	1	11		2	2	4			20	\$ 5,426.10

Task Total Hours	4.00	103.00	15.00	10.00	98.00	37.00	92.00	80.00	439.00		
Task Total Fee	\$ 1,672.20	\$ 25,771.63	\$ 2,751.30	\$ 3,595.80	\$ 14,893.06	\$ 11,401.92	\$ 11,325.20	\$ 7,987.20		\$ 79,398.31	

EXPENSES

City of Anacortes: City of Anacortes _Washington Park Trail Repair

		Mileage/mile (2023)						
		Travel						
OTHER DIRECT COSTS		Each	Tech Fees	Contingency		Total ODC	ODC Markup	Total ODC + Markup
		Unit Cost						
		\$0.655	\$3.70	0.00%			5.00%	
1	Top Task #1 Project Management							
	Quantity	0	0.00					
	Task Total	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
2	Top Task #2 Quality Control							
	Quantity	180	0.00					
	Task Total	\$117.90	\$0.00	\$0.00		\$117.90	\$5.90	\$123.80
3	Top Task #3 Preliminary Design							
	Quantity	900	0.00					
	Task Total	\$589.50	\$0.00	\$0.00		\$589.50	\$29.48	\$618.98
4	Top Task #4 FEMA Support							
	Quantity	0	0.00					
	Task Total	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Total ODC		\$ 707.40	\$ -	\$ -		\$ 707.40	\$ 35.38	\$ 742.78

SUBCONSULTANTS

City of Anacortes: City of Anacortes _Washington Park Trail Repair

		Geoengineers		Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						
					5.00%	
1	Top Task #1 Project Management					
	Task Total	\$0.00		\$0.00	\$0.00	\$0.00
2	Top Task #2 Quality Control					
	Task Total	\$0.00		\$0.00	\$0.00	\$0.00
3	Top Task #3 Preliminary Design					
	Task Total	\$17,080.00		\$17,080.00	\$854.00	\$17,934.00
4	Top Task #4 FEMA Support					
	Task Total	\$0.00		\$0.00	\$0.00	\$0.00
Total Subconsultants		\$ 17,080.00		\$ 17,080.00	\$ 854.00	\$ 17,934.00

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 5.d.

Agenda Item Title: Interlocal Agreement #23-213-LEG-001 Funding North Similk Pump Drainage Study

Staff Contact(s): DARCY SWETNAM

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

Item Summary: This Interlocal Agreement between the City, the Swinomish Tribe, and Skagit County is to split the cost of a drainage study related to the use, operation, and maintenance of the North Similk Pump and related equipment. The cost of the drainage study is \$11,040, of which the City would agree to pay one quarter, or \$2,760. The purpose of the drainage study is to identify the source of surface water that is processed by the North Similk Pump adjacent to Highway 20 next to the gold course. The County has been repairing and replacing the pump pursuant to an old agreement and have notified the parties that they will discontinue bearing sole financial responsibility for the pump starting in September of 2023. The drainage study will help clarify which party(ies) should be financially responsible for the pump.

Budget Impact:
\$2,760 City share for the study. Potential future impacts.

Previous Action: Considered at the [July 17, 2023](#) City Council meeting.

Recommended Motion: I move we approve and authorize the Mayor to sign Interlocal Agreement #23-213-LEG-001 Funding North Similk Pump Drainage Study.

Alternative Actions: Decline to approve.

Attachments (listed in order presented):

1. Interlocal Agreement North Similk Pump Drainage Study

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF ANACORTES

AND

SWINOMISH INDIAN TRIBAL COMMUNITY

AND

SKAGIT COUNTY

FUNDING NORTH SIMILK PUMP DRAINAGE STUDY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Anacortes, a Washington municipal corporation ("City"), the Swinomish Indian Tribal Community, a Federally recognized Indian Tribe ("Tribe") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City, the Tribe, and the County may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is for the City, the Tribe, and the County to mutually provide funding for a drainage study (to be conducted by a mutually agreed to consultant retained and hired by the Tribe) related to the use, operation, and maintenance of pumping equipment, infrastructure, and appurtenances thereto commonly described as and referred to by the parties as the "North Similk Pump", subject to the terms herein. The North Similk Pump is located on and within real property owned by the State of Washington and managed by the Washington State Department of Transportation. The Scope of Work for the North Similk Pump drainage study project (herein "drainage study" or "project") is attached hereto as Exhibit "A" and incorporated by reference. The total cost for the drainage study is eleven thousand and forty dollars (\$11,040), the "drainage study cost". The parties recognize the sufficiency of the mutual consideration provided for and established by the terms of this Agreement.

2. **RESPONSIBILITIES:** Pursuant to the terms of this Agreement, the responsibilities of the parties shall be as follows:

- A. THE CITY: Upon mutual execution of this Agreement and in the ordinary course of business, the City shall pay the Tribe for a portion of the total amount comprising approximately one quarter ($1/4^{\text{th}}$) of the total drainage study cost in an amount not to exceed two thousand seven hundred and sixty dollars (\$2,760), as further provided per Section 5., below.
- B. THE COUNTY: Upon mutual execution of this Agreement and in the ordinary course of business, the County shall pay the Tribe for a portion of the total amount comprising approximately three eighths ($3/8^{\text{th}}$) of the total drainage study cost in an amount not to exceed four thousand one hundred and forty dollars (\$4,140), as further provided per Section 5., below.
- C. THE TRIBE: Upon mutual execution of this Agreement, the Tribe shall hire, authorize, and oversee the Tribe's consultant, as mutually agreed to by the parties, to commence the drainage study services as more particularly described per the project scope of work at Exhibit "A" (attached and incorporated herein), as provided per the terms of this Agreement. The Tribe shall be responsible for paying the remaining approximately three eighths ($3/8^{\text{th}}$) of the total drainage study costs in an amount not to exceed four thousand one hundred and forty dollars (\$4,140).

2.1 The parties shall not be obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties pursuant to this Agreement, unless otherwise specified herein.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the date of mutual execution through December 31, 2023, unless sooner terminated pursuant to the terms herein.

4. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to each of the other parties last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

5. MANNER OF FINANCING: The total cost for the drainage study to be performed by the Tribe (and to be mutually funded by the parties as provided herein) is eleven thousand and forty dollars (\$11,040), the "drainage study cost". As described per Section 2., the Tribe shall invoice the City, and the City shall promptly pay the Tribe for a portion of the total amount comprising approximately one quarter ($1/4^{\text{th}}$) of the total drainage study cost in an amount not to exceed two thousand seven hundred and sixty dollars (\$2,760). As described per Section 2., the Tribe shall invoice the County, and the County shall pay

the Tribe for a portion of the total amount comprising approximately three eighths (3/8th) of the total drainage study cost in an amount not to exceed four thousand one hundred and forty dollars (\$4,140). As described per Section 2., the Tribe shall be responsible for paying the remaining approximately three eighths (3/8th) of the total drainage study costs in the amount of four thousand one hundred and forty dollars (\$4,140). Upon request by the City and/or the County, the Tribe shall provide adequate supporting documentation for any and all amounts invoiced to the City and/or County pursuant to the terms of this Agreement, and the City and the County shall promptly pay such invoices received from the Tribe in the ordinary course of business.

6. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

6.1 The City's representative shall be the City Attorney, or her designee.

6.2 The Tribe's representative shall be the Office of the Tribal Attorney, or her/his designee.

6.3 The County's representative shall be the Chief Civil Deputy, or his designee.

7. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, or used pursuant to this Agreement.

8. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party/parties harmless from any such liability. It is further provided that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein. The terms of this section shall survive any termination and/or expiration of this Agreement.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the

invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

12. **USE OF DOCUMENTS AND MATERIALS PRODUCED.** All documents prepared by the Tribe, the City, and/or the County (and/or its/their consultants and/or subcontractors) in connection with performance of this Agreement shall be provided to the other parties pursuant to the terms herein (with the exception of any documents or information which are determined to be attorney/client privileged by any party). The Parties recognize and agree that any documents and materials produced arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including Chapter 42.56 RCW).

13. **NO JOINT VENTURE.** No joint venture exists between the City, the Tribe, and/or the County, and no joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other parties.

14. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owners or residents in the vicinity of the pump, and/or any agent, contractor, subcontractor, consultant, volunteer, or other representative of any party.

15. **CAPTIONS AND COUNTERPARTS.** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

16. **APPLICABLE LAW, DISPUTE RESOLUTION, AND LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

16.1 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Washington State and any applicable Federal law. Venue for the Washington State Superior Court shall be Skagit County,

Whatcom County, or Snohomish County pursuant to the terms of this Agreement.

16.2 Arbitration. Any controversy, claim or dispute concerning the making, formation, validity, obligations under or breach of this Agreement and issues related to the existence, interpretation and enforceability of the arbitration provisions of this Agreement, shall be subject to mandatory arbitration conducted by a single arbitrator in either Skagit County or King County, whichever is most efficient for the parties and the arbitrator.

16.2.1 Arbitration under this Section 16 shall be governed by the Washington Uniform Arbitration Act, RCW 7.04A; provided, however, that the consolidation provisions in RCW 7.04A.100, and punitive damages provisions in RCW 7.04A.210(1),(5) are not applicable to any arbitration under this section; and provided further that the remaining provisions in RCW 7.04A.210 are subject to Subsection 16.4 of this Agreement.

16.2.2 A competent arbitrator shall be chosen by agreement of the parties. If the parties are unable to agree on an arbitrator within thirty (30) calendar days of a party demanding arbitration, either/any party may request that a judge of the Washington State Superior Court appoint an arbitrator. Each party shall initially pay one-third the arbitrator's fee but the prevailing party/parties shall be awarded its share of such fees, in addition to its reasonable attorneys' fees, costs and expenses.

16.2.3 The parties may jointly agree to stay mandatory arbitration proceedings pending voluntary mediation of the controversy, claim or dispute before a mediator jointly chosen by the parties.

16.3 Compelling, Enforcing, Reviewing, Modifying and Confirming Arbitration. The parties agree that pursuant to Subsection 16.2 of this Agreement and in accordance with RCW 7.04A the Washington State Superior Court shall have the authority to compel or enforce arbitration and to review, modify or confirm an arbitration award. In the event that any such judicial proceedings are initiated, the prevailing party/parties shall be entitled to its/their reasonable attorney's fees and costs incurred in compelling arbitration or confirming an arbitration award. To the extent that the Superior Courts of the State of Washington are determined not to have jurisdiction over this Agreement and its enforcement, the arbitration award herein may, in the alternative, be enforced in the U.S. District Court for the Western District of Washington pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

16.4 Limited Waiver of Sovereign Immunity. Except as expressly provided in this Section 16, nothing in this Agreement is intended to be or shall constitute or shall be construed as a waiver, limitation or modification of the sovereign immunity of the Swinomish Indian Tribal Community from unconsented suit. The Tribe hereby waives its sovereign immunity only with regard to arbitration proceedings or proceedings in the Washington State Superior Court or U.S. District Court for the Western District of Washington described in this Section 16 "Dispute Resolution," entering judgment on an arbitrator's award and enforcing in Washington State Superior Court (pursuant to Title 6 RCW), such judgment. This limited waiver relates only to legal actions by the County and/or the City seeking any relief or enforcement of rights authorized by this Agreement and not to legal actions by any other person, corporation, partnership, or entity whatsoever. This limited waiver authorizes relief compelling the Tribe to take action expressly required by this Agreement and/or awarding monetary damages against the Tribe for breach of this Agreement. The Tribe (as authorized by resolution[s]) does not waive, limit, or modify its sovereign immunity from uncontested suit except as expressly provided herein. This limited waiver does not extend to proceedings in any other forum, regarding any other matter, or create any rights in any person who is not a party to the Agreement. This limited waiver does not authorize punitive damages against any party. Prior to or concurrent with the execution of this Agreement by the Tribe, the Tribe will provide to the County and the City with resolution(s) from the Swinomish Indian Senate ratifying this Agreement and this Limited Waiver of Sovereign Immunity (in a form satisfactory to the County and the City).

CITY:

IN WITNESS WHEREOF, the City has executed this Agreement this ____ day of _____, 2023.

CITY OF ANACORTES, a Washington municipal corporation.

By: _____
Matt Miller, Mayor

TRIBE:

IN WITNESS WHEREOF, the Tribe has executed this Agreement this 5th day of July, 2023.

SWINOMISH INDIAN TRIBAL COMMUNITY, a Federally recognized Indian Tribe.

By: Steve Edwards
Steve Edwards, Chairman

COUNTY:

DATED this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Lisa Janicki, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution
R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

DRAINAGE STUDY – SCOPE OF WORK.

The parties to this Agreement recognize and agree that this Agreement, and its effects, including, but not limited to, the delineation of jurisdiction boundaries described in the attached scope of work (incorporated herein) shall not be used or construed by any of the parties as a basis for a right to claim a larger or modified municipal boundary by the City, for the Tribe to claim a larger or modified Tribal reservation boundary, and/or for the County to claim a larger or modified municipal boundary or a smaller or modified reservation boundary.

Please see the attached "Similk Bay Pump Station Cost Sharing Study Scope of Services", prepared by Lervik Engineering, dated March 10, 2023.

**SIMILK BAY PUMP STATION
COST SHARING STUDY
SCOPE OF SERVICES**

Exhibit "A"

BACKGROUND **Currently**

Skagit County operates and maintains a stormwater pump station adjacent to SR20 and the Swinomish Golf Links. The tributary basin for this pump station is approximately 500 acres and includes lands within the jurisdiction of Skagit County, the Swinomish Indian Tribal Community, the City of Anacortes and the Washington State Department of Transportation.

1. SCOPE OF SERVICES

The Consultant shall perform the following tasks:

- 1.1. Establish the extents of the basin tributary to the pump station.
- 1.2. Delineate the jurisdiction boundaries for the agencies listed in the "Background" paragraph above.

Note: Regarding WSDOT whose tributary areas overlap other agency boundaries, the basin area shall be considered the extents of the SR20 right-of-way.

- 1.3. Evaluate the general soil types, ground cover, impervious areas, etc. within the basin as needed to model stormwater runoff within the basin.
- 1.4. Perform stormwater runoff modeling from each of the jurisdictional subbasins in order to prorate each jurisdiction's stormwater contributions to the pump station.

2. DELIVERABLES

- 2.1. Executive Summary of the findings, including the estimated allocations of stormwater from each jurisdiction.
- 2.2. Basin area map color-coded to show jurisdictional areas.
- 2.3. Brief summary of the engineering assumptions and methods used in determining stormwater allocations.

SIMILK BAY PUMP STATION STUDY

March 10, 2023

PAGE 1 OF 2

2.4. Present findings to the multi-agency committee, if requested.

3. EXCEPTIONS

This scope of work does not include the following:

3.1. Analyzing the capacity of ditches, culverts, pumps, etc.

3.2. Identifying defects and deficiencies in the systems' ability to collect and convey stormwater runoff.

4. FEE

4.1. The fee for performance of the tasks listed above is \$11,040 to be billed for actual hours worked and expenses incurred.

4.2. Printing, reproduction and other expenses are billed at cost + 10%

~~4.3. Additional tasks may be requested by the Client in writing at which time an estimate of the time/resources needed and fee adjustment will be made.~~

The parties to this Agreement recognize and agree that this Agreement, and its effects, including, but not limited to, the delineation of jurisdiction boundaries described in this scope of work shall not be used or construed by any of the parties as a basis for a right to claim a larger or modified municipal boundary by the City, for the Tribe to claim a larger or modified Tribal reservation boundary, and/or for the County to claim a larger or modified municipal boundary.



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.a.

Agenda Item Title: Ordinance 4053: 2nd Quarter Budget Amendment

Staff Contact(s): STEVE HOGLUND

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

Bill Harris
STEVE HOGLUND
DARCY SWETNAM

Ordinance

Item Summary: There are 2 projects that have emerged in Parks and Library that are supported by donations that are not in the current budget. The parks project is the Senior Center covered picnic area at \$60,000; and the Library project is the architectural and engineering to modify the Teen Center, at \$33,001.

The Fire / EMS department also received 2 grants that were not anticipated at the time of budget development: 26,000 from AWC to help fund the City-Family Center Outreach program for \$26,000, and 61,094 from FEMA to pay for training.

There is also a desire to allow for the hiring of 4 Firefighters on October 1st which would require a budget amendment. The request is to amend the 2023 Fire and EMS budget by a total of \$363,000. This will allow the hiring of 4 staff as of October 1, and to purchase the needed PPE and Equipment to deploy all 8 of the new Firefighters, the additional 4 as of January 2024. We are also requesting funds to purchase some needed equipment for the new ladder truck so that it will be ready to deploy in early 2024.

Salary and Benefits for 4 Firefighters 10/1-12/31 - \$177,000

- PPE/Uniforms for 8 Firefighters - \$106,000
- Rack PPE Storage for St. 1 - \$15,000
- Equipment for Ladder - Battery powered extrication equipment, Airbags and ventilation fans \$65,000

Budget Impact:

\$548,095

Previous Action: 12/5/22 ordinance 4034 adopting 2023 budget, and resolution 3103 authorizing a public vote for a .3624 levy lid lift millage; 4/25/23 special election levy lid lift.

Recommended Motion: I move to approve ordinance 4053 authorizing the 2nd quarter budget amendment.

Alternative Actions: Do not approve and direct staff as to next steps.

Attachments (listed in order presented):

1. Amending ordinance 4053 2Q23

ORDINANCE 4053

AN ORDINANCE AMENDING ORDINANCE NO. 4034 ADOPTED ON NOVEMBER 28, 2022, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2023"

WHEREAS, Ordinance 4034 was adopted on November 28, 2022 that established the annual budget for fiscal year 2022, and

WHEREAS, On April 25th 2023 the voters of the City of Anacortes approved a levy lid lift to provide additional property tax revenues to increase the number of officers and firefighters the Police and Fire departments have on staff, and

WHEREAS, The Emergency Medical Services (EMS) fund has unencumbered cash reserves on hand that could be used to purchase equipment for the additional staff and hire 4 of the 8 new firefighters that will be supported by the levy lid lift, and

WHEREAS, The Fire department received a grant from the Federal Emergency Management Agency (FEMA) that could be used to bolster the training and overtime budgets of the department, and

WHEREAS, The EMS department received a grant from the Association of Washington Cities (AWC) to help fund the joint City-Family Center Outreach program, and

WHEREAS, The Anacortes Senior Activity Center (ASAC) received a donation from the ASAC foundation to build a pavilion that was not known of at the time of budget development, and

WHEREAS, The Anacortes Library received a donation from the Library foundation to do the engineering for a modification to the Library teen center that was not known of at the time of budget development.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

BARS #	Description	Expense	Revenue
110.320.522.70.10	Wages	141,600	
110.320.522.70.20	Benefits	35,400	
110.320.522.10.31	Supplies; Personal Protective Equipment (PPE), Uniforms	106,000	
110.320.522.10.31	Supplies; extrication eq, vent eq	65,000	
110.320.522.50.48	Rack PPE Sta 1	15,000	
110.320.308.90.00	Paramedic Donation Fund		65,000
110.320.308.90.00	Cash reserves		298,000
001.320.522.20.12	Fire training overtime	25,094	
001.320.522.45.43	Travel/Training	36,000	
001.320.331.97.04	FEMA Grant		61,094
110.320.522.70.41	Family Center Outreach Team	26,000	
110.320.337.00.00	AWC grant		26,000
108.410.594.76.60	ASAC Covered picnic area	65,000	

108.410.367.00.00	Donation from ASAC Foundation		65,000
103.440.572.50.48	Engineering for Teen area remodel	33,001	
103.440.367.00.00	Donation from Library Foundation		33,001

Section 1. Ordinance No. 4034 dated November 28, 2022 adopting the Budget for all Municipal purposes and Uses for the fiscal year 2023 is hereby amended to reflect the aforementioned revisions to expenditures and revenues in the following areas:

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 24th day of July, 2023.

CITY OF ANACORTES, WASHINGTON

BY: _____
Matt Miller, Mayor

ATTEST:

(Corporate Seal)

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.b.

Agenda Item Title: 2nd Quarter Finance Update

Staff Contact(s): STEVE HOGLUND

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

STEVE HOGLUND

Staff Report

STEVE HOGLUND

Item Summary: The data presented is through June month end. Sales tax data is presented on a cash reporting basis, in which the tax receipts are reported for the period received by the City, which is 2 months after the sale was made. General sales tax revenues have slowed compared to prior year and are currently not meeting budgeted expectations; likewise, other sales tax revenues, including the Transportation Benefit District revenue and Affordable Housing sales tax, are lower compared to the same period in the prior year. Public Utility tax is also coming in at lower than budgeted expectations. Building permit issuance, and building related revenues are also lower than they have been in recent years.

Budget Impact:

NA

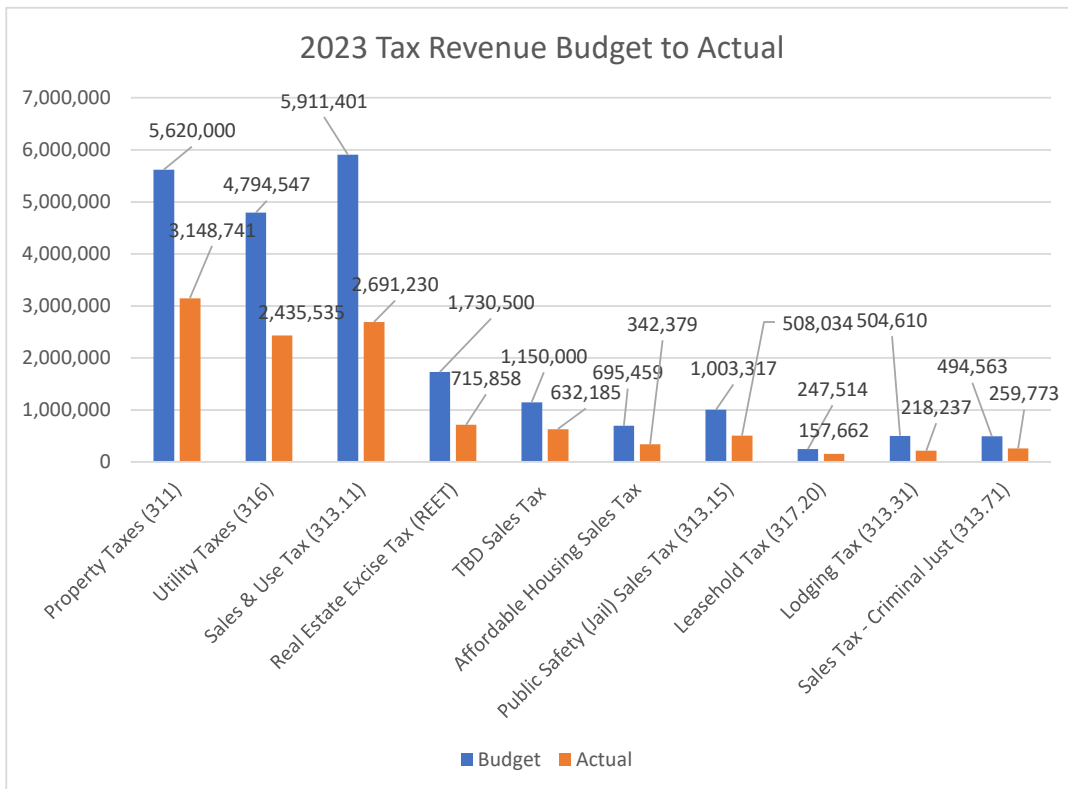
Previous Action: NA

Recommended Motion: NA

Alternative Actions: NA

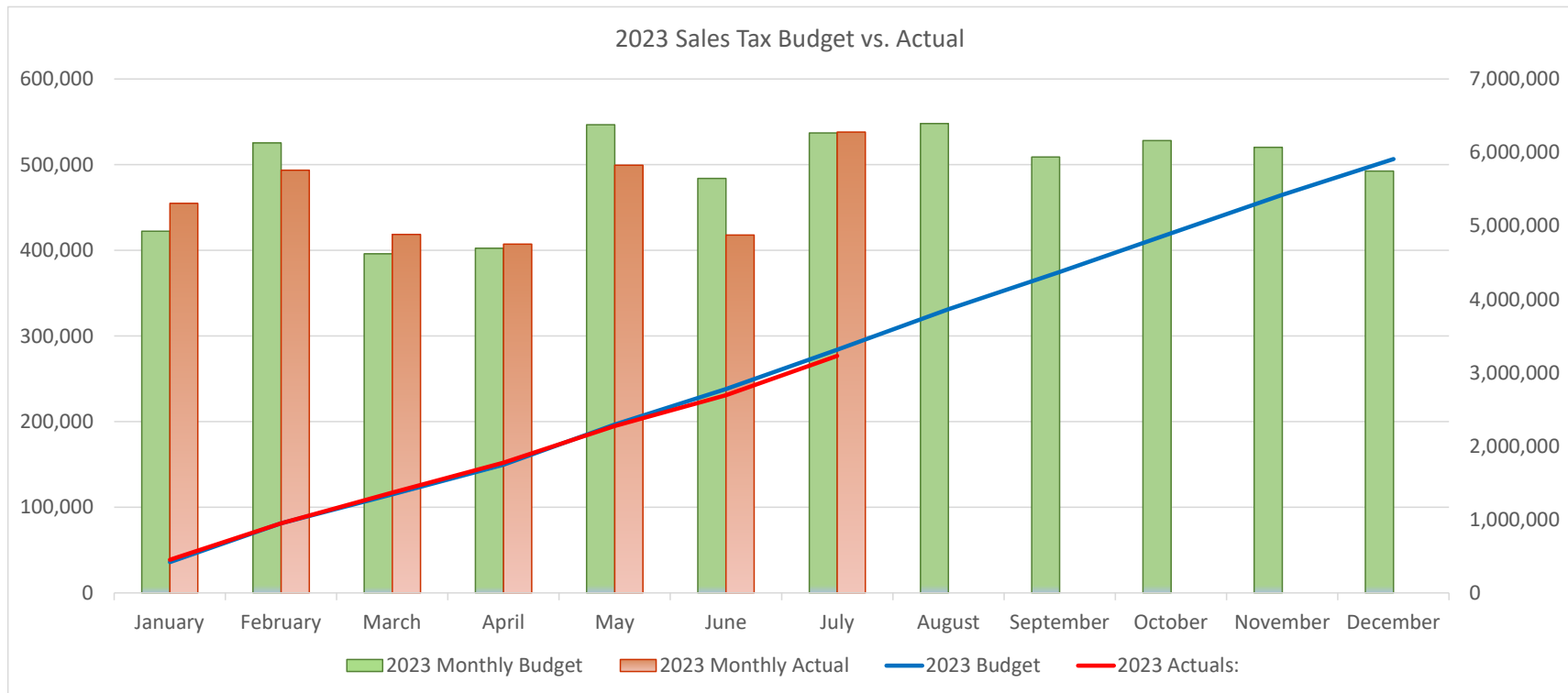
Attachments (listed in order presented):

1. 7.24.23 Council 2Q23 Final

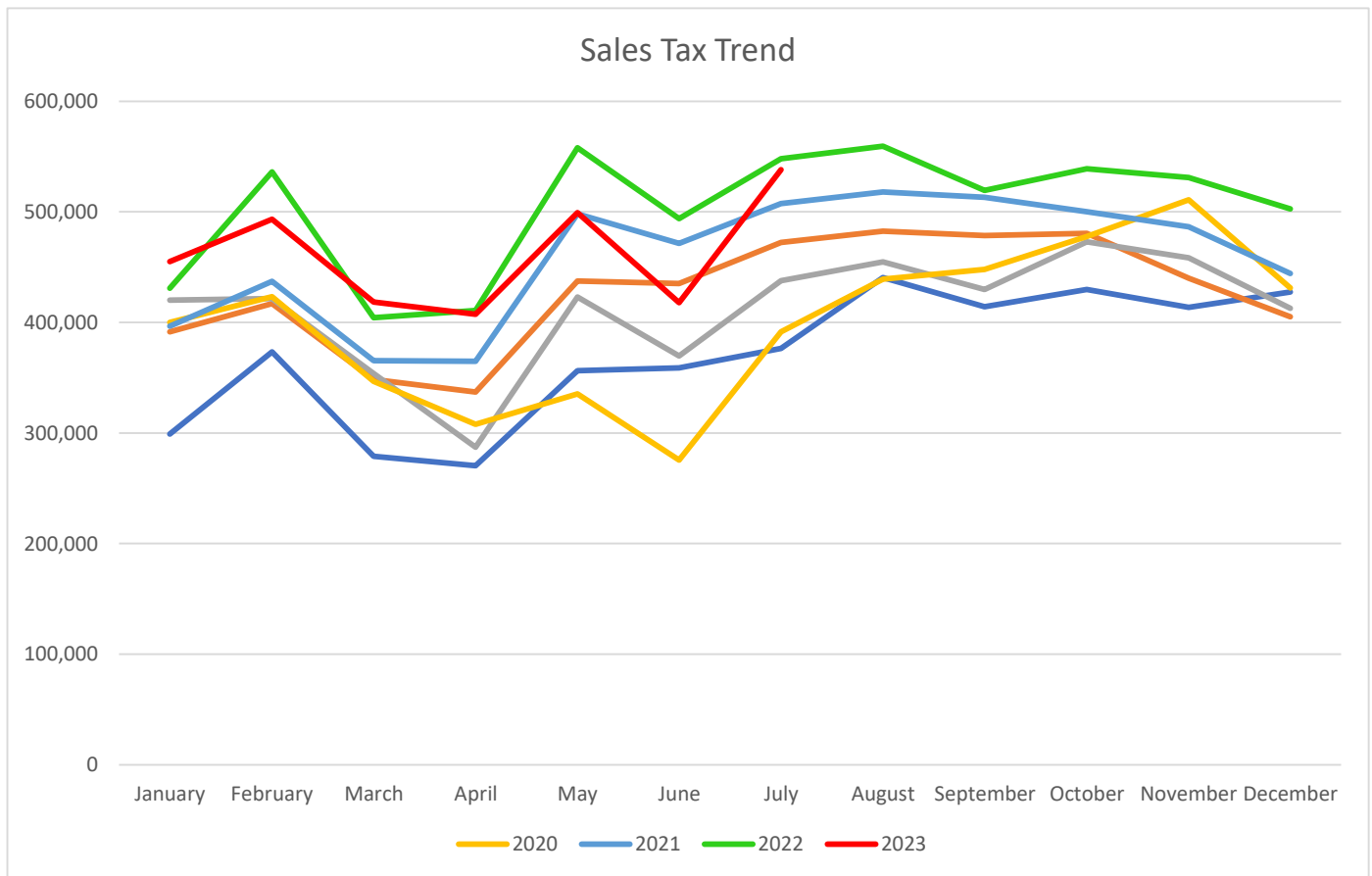


		% through the year		50.0%
Taxes		Budget	Actual	June 2023
A	Property Taxes (311)	5,620,000	3,148,741	56.0%
B	Utility Taxes (316)	4,794,547	2,435,535	50.8%
C	Sales & Use Tax (313.11)	5,911,401	2,691,230	45.5%
D	Real Estate Excise Tax (REET)	1,730,500	715,858	41.4%
E	TBD Sales Tax	1,150,000	632,185	55.0%
F	Affordable Housing Sales Tax	695,459	342,379	49.2%
G	Public Safety (Jail) Sales Tax (313.15)	1,003,317	508,034	50.6%
H	Leasehold Tax (317.20)	247,514	157,662	63.7%
I	Lodging Tax (313.31)	504,610	218,237	43.2%
J	Sales Tax - Criminal Just (313.71)	494,563	259,773	52.5%
Totals Taxes:		22,151,911	11,109,633	50.2%

- A.** Property Tax, the largest tax revenue stream of the City. Unrestricted, can be used for the general operation of the City.
- B.** Utility Tax, combined private and public utility tax revenue streams. Unrestricted, can be used for the general operation of the City.
- C.** Total rate of 8.8%, 6.5% goes to the State. Unrestricted, can be used for the general operation of the City.
- D.** REET restricted per RCW 82.46.10, and 82.46.35
- E.** 2/10ths of 1% voted sales tax restricted to maintain city roadways.
- F.** 1/10th of 1% voted sales tax restricted to provide affordable housing services to certain low income citizens.
- G.** 3/10ths of 1% voted sales tax restricted to help pay for the County Jail.
- H.** Leasehold Tax is in lieu of property tax collected on leased property. Can be used for the general operation of the City.
- I.** Lodging Tax restricted to promotion and operation of tourism related events.
- J.** 1/10th of 1% sales tax that goes to the County and redistributed back to the City on a per



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	422,258	947,570	1,343,607	1,746,207	2,292,843	2,776,619	3,313,516	3,861,428	4,370,374	4,898,573	5,418,913	5,911,401
2023 Actuals:	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254					
Year to budget %:	7.7%	0.1%	1.7%	1.6%	-0.8%	-3.1%	-2.5%					
2023 Monthly Budget	422,258	525,313	396,037	402,600	546,635	483,776	536,898	547,911	508,947	528,199	520,340	492,488
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024					
Month to prior year:	5.6%	-8.0%	3.5%	-0.9%	-10.5%	-15.4%	-1.8%					
2022 Monthly Actual	430,965	536,144	404,203	410,901	557,907	493,751	547,968	559,209	519,441	539,090	531,069	502,643



	2017	2018	2019	2020	2021	2022	2023
January	298,921	391,598	420,175	400,099	396,463	430,965	454,978
February	373,446	417,159	421,673	423,337	437,146	536,144	493,366
March	278,816	348,395	353,636	346,823	365,464	404,203	418,439
April	270,333	336,990	287,158	307,729	364,730	410,901	407,381
May	356,187	437,549	422,952	335,461	498,122	557,907	499,200
June	358,896	435,146	369,676	275,574	471,508	493,751	417,866
July	376,437	472,366	437,794	391,368	507,387	547,968	538,024
August	440,609	482,490	454,723	439,209	518,037	559,209	
September	414,095	478,476	429,701	447,841	513,138	519,441	
October	429,664	480,657	472,714	477,759	500,010	539,090	
November	413,760	439,992	458,568	510,712	486,642	531,069	
December	427,580	405,194	412,861	431,157	444,329	502,643	
Total	4,438,743	5,126,010	4,941,631	4,787,068	5,502,976	6,033,290	3,229,254
Jan-July History:	2,313,035	2,839,202	2,713,063	2,480,390	3,040,819	3,381,839	3,229,254
YTD Change from prior year		22.7%	-4.4%	-8.6%	22.6%	11.2%	-4.5%

Local City NAICS Detail Report - Top 30 Producers

Data Distribution Date from : 7/23/2023 to : 7/23/2023

NAICS Code from : 0 to : 999999

Sales and Use Tax only, excludes lodging tax. Local Sales/Use Tax Paid reflects City of Anacortes .85% share only. Activity month is two months prior to Distribution Date.

NAICS	Description	Local Taxable Sales		Local Sales/Use Tax
459999	All Other Miscellaneous Retailers	\$4,037,908.18	7%	\$34,352.78
441222	Boat Dealers	\$3,975,301.18	7%	\$33,790.06
441120	Used Car Dealers	\$3,491,818.83	6%	\$29,680.46
236115	New Single-Family Housing Construction (except Operative Builders)	\$3,183,444.73	5%	\$27,059.28
722511	Full-Service Restaurants 2012 re-class Code	\$2,217,694.09	4%	\$18,850.40
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$2,182,482.35	4%	\$18,551.10
236220	Commercial and Institutional Building Construction	\$1,914,228.24	3%	\$16,271.00
722513	Limited-Service Restaurants	\$1,849,519.99	3%	\$15,720.92
444140	Hardware Retailers	\$1,568,103.52	3%	\$13,328.88
488390	Other Support Activities for Water Transportation	\$1,095,468.23	2%	\$9,311.48
561422	Telemarketing Bureaus	\$1,088,790.60	2%	\$9,254.72
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$1,020,178.84	2%	\$8,674.18
811490	Other Personal and Household Goods Repair and Maintenance	\$1,014,630.60	2%	\$8,624.36
449210	Electronics and Appliance Retailers	\$867,197.62	1%	\$7,371.60
561730	Landscaping Services	\$858,552.98	1%	\$7,516.80
238910	Site Preparation Contractors	\$854,557.67	1%	\$7,263.74
441110	New Car Dealers	\$845,814.12	1%	\$7,189.42
721110	Hotels (except Casino Hotels) and Motels	\$841,534.12	1%	\$7,153.04
237990	Other Heavy and Civil Engineering Construction	\$749,632.94	1%	\$6,371.88
236118	Residential Remodelers	\$680,416.47	1%	\$5,783.54
423390	Other Construction Material Merchant Wholesalers	\$647,110.59	1%	\$5,500.44
722410	Drinking Places (Alcoholic Beverages)	\$626,588.24	1%	\$5,326.00
444180	Other Building Material Dealers	\$617,604.68	1%	\$5,249.64
456110	Pharmacies and Drug Retailers	\$611,764.71	1%	\$5,200.00
423830	Industrial Machinery and Equipment Merchant Wholesalers	\$603,755.29	1%	\$5,131.92
458110	Clothing and Clothing Accessories Retailers	\$585,894.22	1%	\$4,987.42
811111	General Automotive Repair	\$553,423.55	1%	\$4,704.44
722515	Snack and Nonalcoholic Beverage Bar	\$528,016.47	1%	\$4,488.14
457110	Gasoline Stations with Convenience Stores	\$512,955.29	1%	\$4,360.12
238160	Roofing Contractors	\$508,084.71	1%	\$4,318.72
Total Top 30:		\$40,132,473.05		\$341,386.48
Grand Total for Period:		\$59,865,927.57		\$510,787.74

Private Utility Tax, assessed against the gross charges of privately owned utilities:

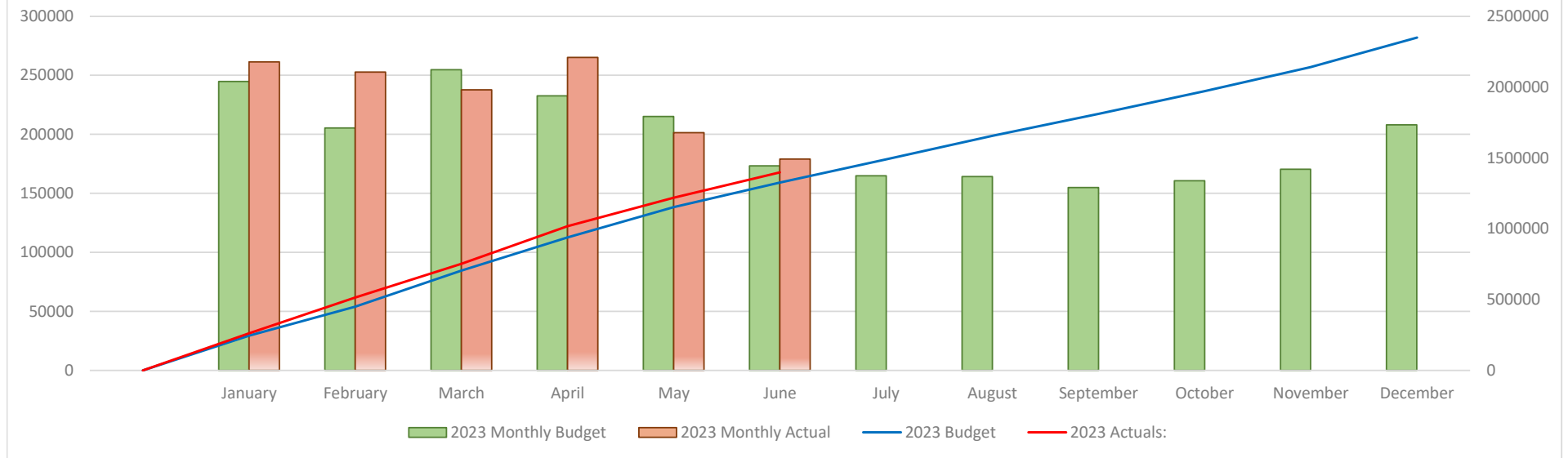
Cable TV - 7%

Natural Gas - 6%

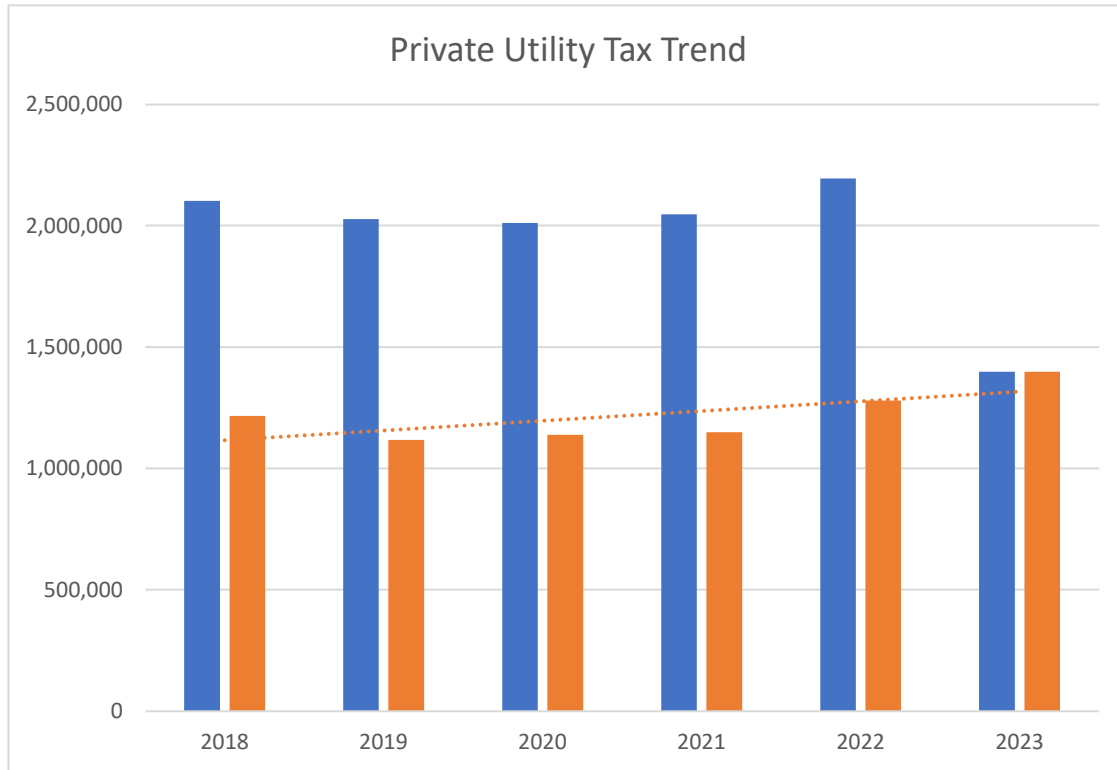
Electricity - 6%

Telephone (cell and landline) - 6%

Private Utility Tax Revenue
Budget vs. Actual



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	244,805	450,287	705,129	937,782	1,152,919	1,326,107	1,491,071	1,655,299	1,810,251	1,970,898	2,141,346	2,349,328
2023 Actuals:	261,361	514,121	751,805	1,017,104	1,218,507	1,397,658						
YTD BVA	16,556	63,834	46,677	79,322	65,588	71,551						
Year to budget:	6.8%	14.2%	6.6%	8.5%	5.7%	5.4%						
2023 Monthly Budget	244,805	205,482	254,841	232,653	215,137	173,189	164,964	164,227	154,952	160,647	170,448	207,982
2023 Monthly Actual	261,361	252,759	237,685	265,299	201,403	179,151						
Month % change:	16.0%	-2.4%	13.4%	19.3%	4.0%	5.5%						
2022 Total:	225,393	259,099	209,601	222,309	193,623	169,743	160,672	142,167	139,069	142,916	134,304	195,300



	2018	2019	2020	2021	2022	2023
January	237,503	203,068	202,313	210,833	225,393	261,361
February	216,387	192,484	219,178	203,490	259,099	252,759
March	207,311	210,623	193,011	195,627	209,601	237,685
April	214,587	200,246	202,350	205,790	222,309	265,299
May	179,620	156,765	180,309	186,862	193,623	201,403
June	161,189	154,311	141,553	146,662	169,743	179,151
July	133,295	149,919	148,136	142,908	160,672	
August	154,113	135,620	141,887	140,856	142,167	
September	139,734	132,439	131,839	135,977	139,069	
October	145,677	137,959	132,075	144,220	142,916	
November	148,286	144,836	146,404	154,306	134,304	
December	163,852	209,136	172,431	178,539	195,300	
Total	2,101,552	2,027,405	2,011,485	2,046,070	2,194,197	1,397,658
Jan - June	1,216,596	1,117,497	1,138,713	1,149,264	1,279,768	1,397,658
Change to prior YTD		-8.1%	1.9%	0.9%	11.4%	9.2%

Public Utility Tax, assessed against the gross charges of City owned utilities:

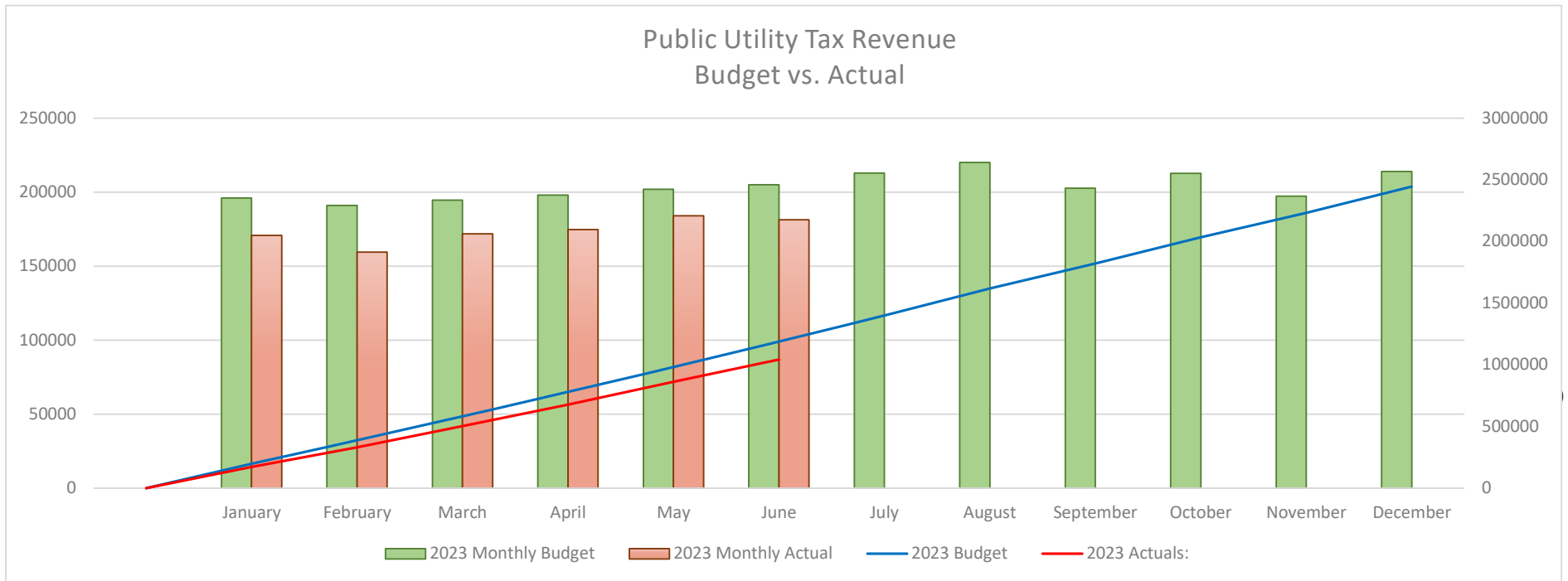
Water - 7%

Sanitary Sewer - 7%

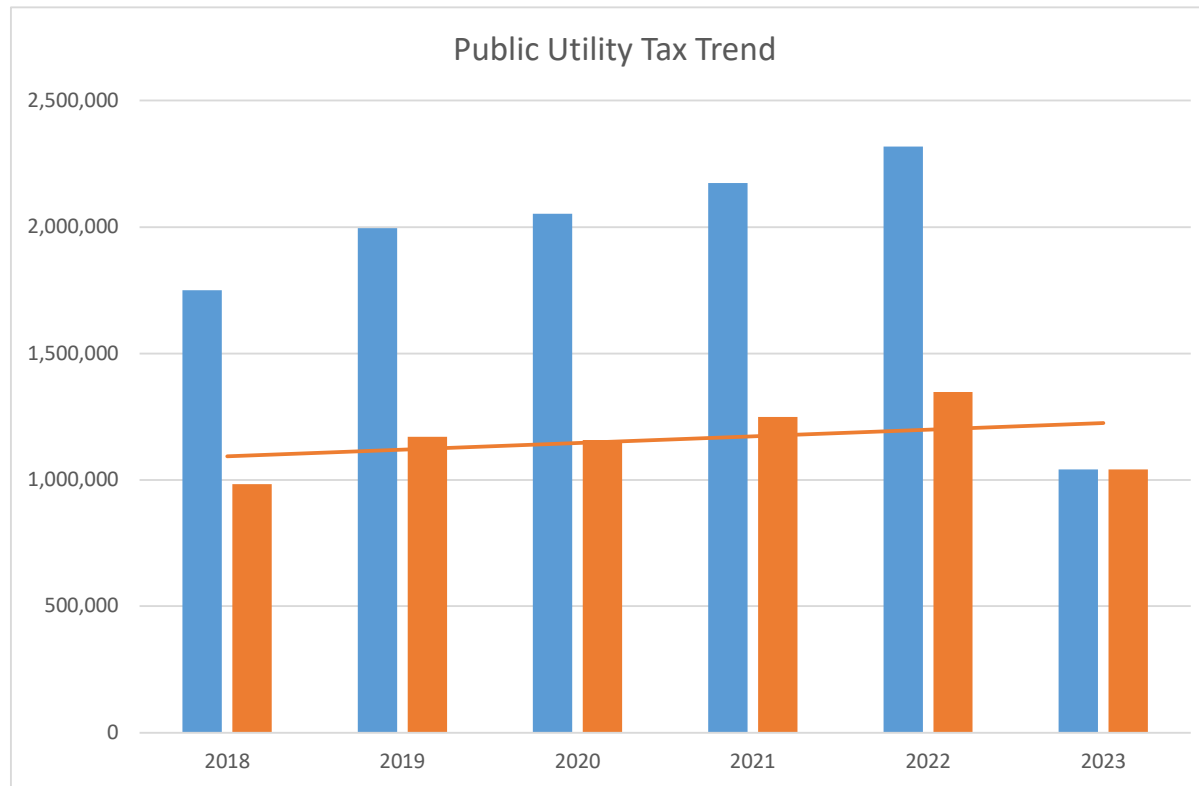
Storm Sewer - 7%

Solid Waste - 8.4% (Washington State also imposes a 3.6% tax)

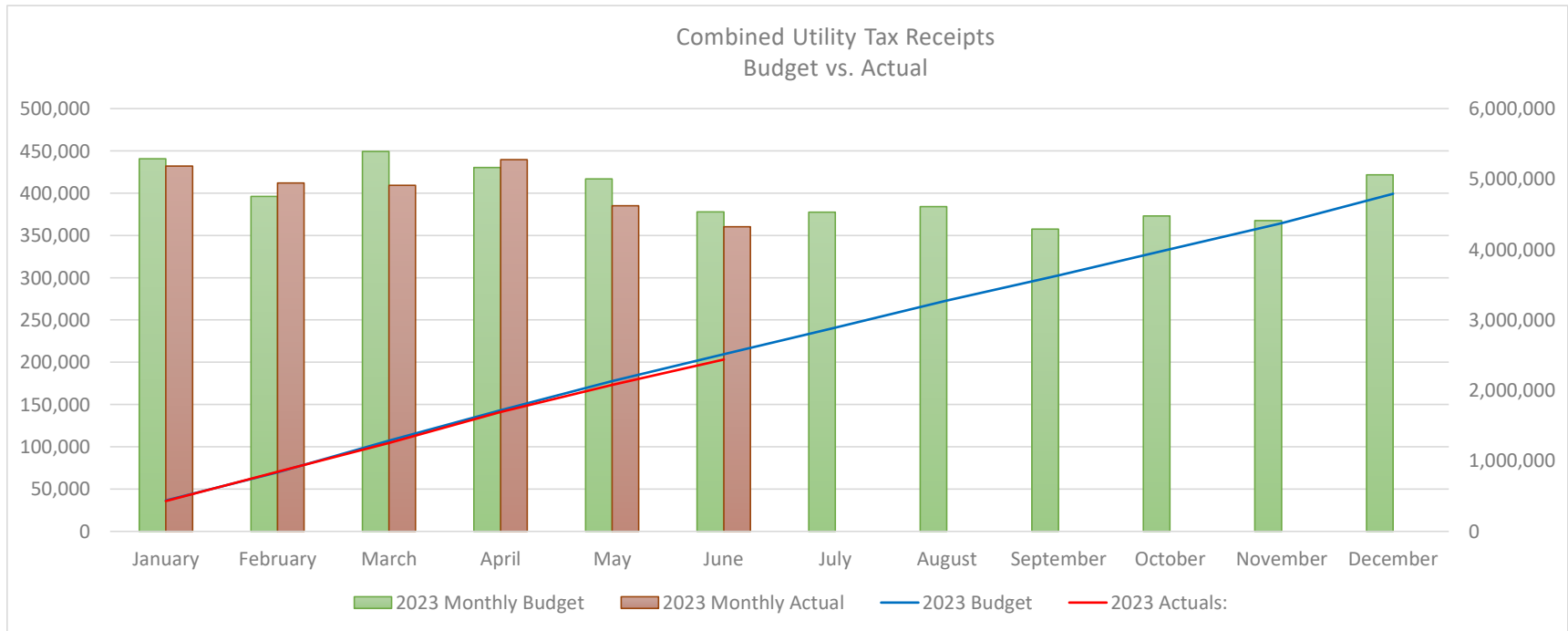
Recycling - 12%



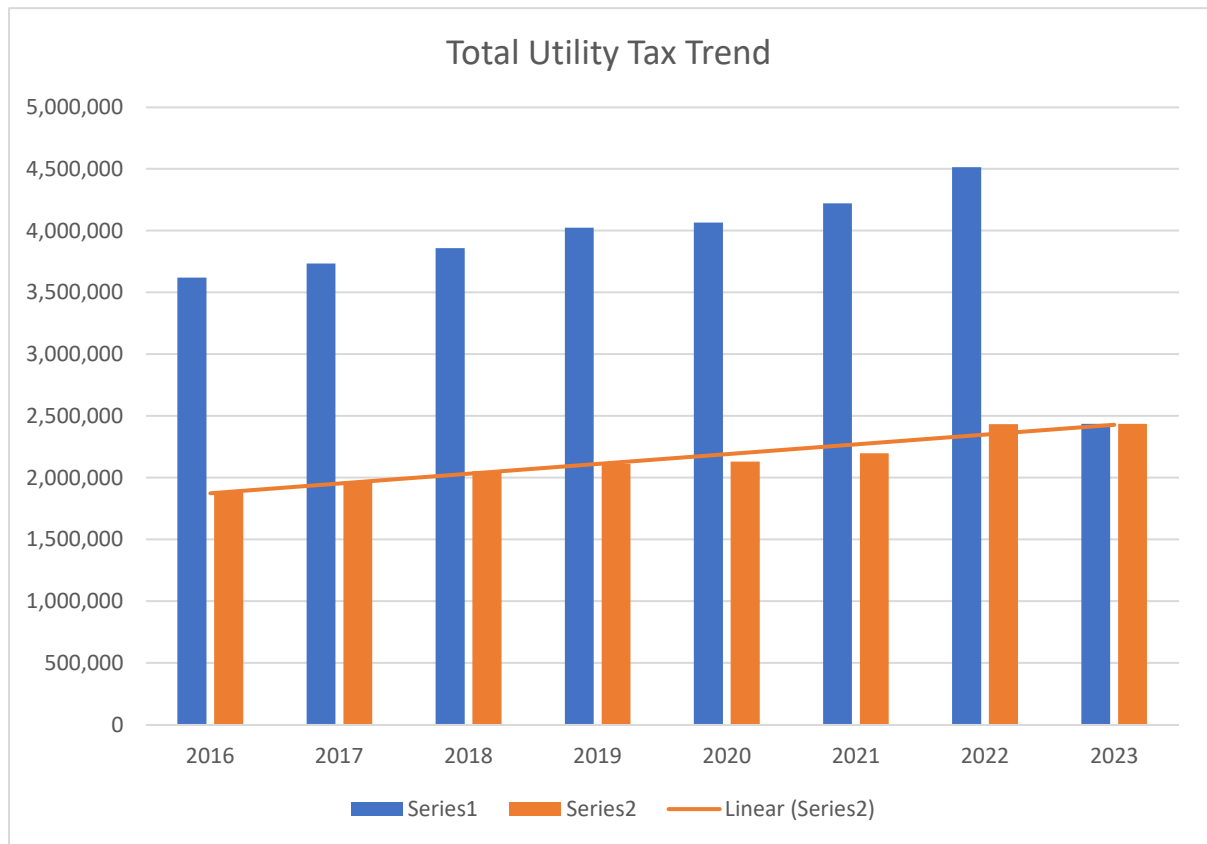
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	195,907	386,803	581,372	779,329	981,226	1,186,105	1,398,885	1,618,822	1,821,450	2,034,033	2,231,315	2,445,219
2023 Actuals:	170,830	330,231	502,033	676,647	860,653	1,042,011						
YTD BVA	-25,077	-56,572	-79,339	-102,682	-120,574	-144,094						
Year to budget:	-12.8%	-14.6%	-13.6%	-13.2%	-12.3%	-12.1%						
2023 Monthly Budget	195,907	190,896	194,569	197,957	201,897	204,879	212,780	219,937	202,628	212,583	197,282	213,904
2023 Monthly Actual	170,830	159,401	171,802	174,614	184,006	181,358						
Month % change:	-14.1%	-12.2%	-17.2%	-8.1%	-3.0%	-2.8%						
2022 Total:	198,864	181,496	207,367	190,051	189,610	186,552	194,505	206,351	189,285	195,719	179,497	199,320



	2018	2019	2020	2021	2022	2023
January	136,012	169,706	166,039	166,845	198,864	170,830
February	136,725	156,981	164,195	163,954	181,496	159,401
March	136,985	159,656	161,558	176,574	207,367	171,802
April	139,355	159,659	164,608	182,475	190,051	174,614
May	139,902	174,565	167,864	176,085	189,610	184,006
June	146,134	174,048	166,318	181,104	186,552	181,358
July	148,868	175,780	167,981	202,195	194,505	
August	169,702	179,595	178,523	186,416	206,351	
September	150,015	143,733	176,387	190,675	189,285	
October	146,576	170,022	192,061	185,113	195,719	
November	151,565	153,202	160,687	176,047	179,497	
December	147,917	178,279	186,553	186,811	199,320	
Total	1,749,757	1,995,225	2,052,775	2,174,294	2,318,616	1,042,011
Jan - June	853,113	994,614	990,583	1,047,037	1,153,940	1,042,011
Change to Prior YTD		19.1%	-0.4%	5.7%	10.2%	-10.1%



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	440,713	837,090	1,286,501	1,717,111	2,134,145	2,512,212	2,889,957	3,274,121	3,631,700	4,004,931	4,372,661	4,794,547
2023 Actuals:	432,192	844,352	1,253,839	1,693,751	2,079,160	2,439,669						
YTD BVA	-8,521	7,262	-32,662	-23,360	-54,985	-72,543						
Year to budget:	-1.9%	0.9%	-2.5%	-1.4%	-2.6%	-2.9%						
2023 Monthly Budget	440,713	396,377	449,411	430,610	417,034	378,067	377,744	384,164	357,580	373,230	367,730	421,886
2023 Monthly Actual	432,192	412,160	409,487	439,912	385,409	360,509						
Month % change:	1.9%	-6.5%	-1.8%	6.7%	0.6%	6.8%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2022 Total:	424,257	440,595	416,968	412,360	383,234	337,661	355,177	348,518	328,355	338,635	313,800	394,620



	2016	2017	2018	2019	2020	2021	2022	2023
January	269,357	305,477	373,515	372,774	368,352	377,678	424,257	432,192
February	381,609	406,056	353,112	306,609	383,373	367,444	440,595	412,160
March	281,559	336,829	344,296	379,289	354,568	372,201	416,968	409,487
April	339,263	339,444	306,609	393,751	366,958	388,265	412,360	439,912
May	328,761	308,905	366,853	331,330	348,173	362,947	383,234	385,409
June	277,213	275,798	307,323	328,359	307,871	327,766	356,295	356,376
July	256,921	305,388	282,163	325,699	316,117	345,102	355,177	0
August	285,519	306,924	323,815	315,215	320,410	327,272	348,518	0
September	285,810	241,469	289,749	276,172	308,226	326,652	328,355	0
October	279,301	337,919	292,254	307,981	324,136	329,333	338,635	0
November	287,552	287,552	299,851	298,037	307,092	330,353	313,800	0
December	347,630	282,396	317,769	387,415	358,984	365,350	394,620	0
	3,620,495	3,734,156	3,857,310	4,022,631	4,064,260	4,220,364	4,512,814	2,435,535
Jan - June	1,877,762	1,972,508	2,051,709	2,112,112	2,129,296	2,196,301	2,433,709	2,435,535
% Change:		5.0%	4.0%	2.9%	0.8%	3.1%	10.8%	0.1%

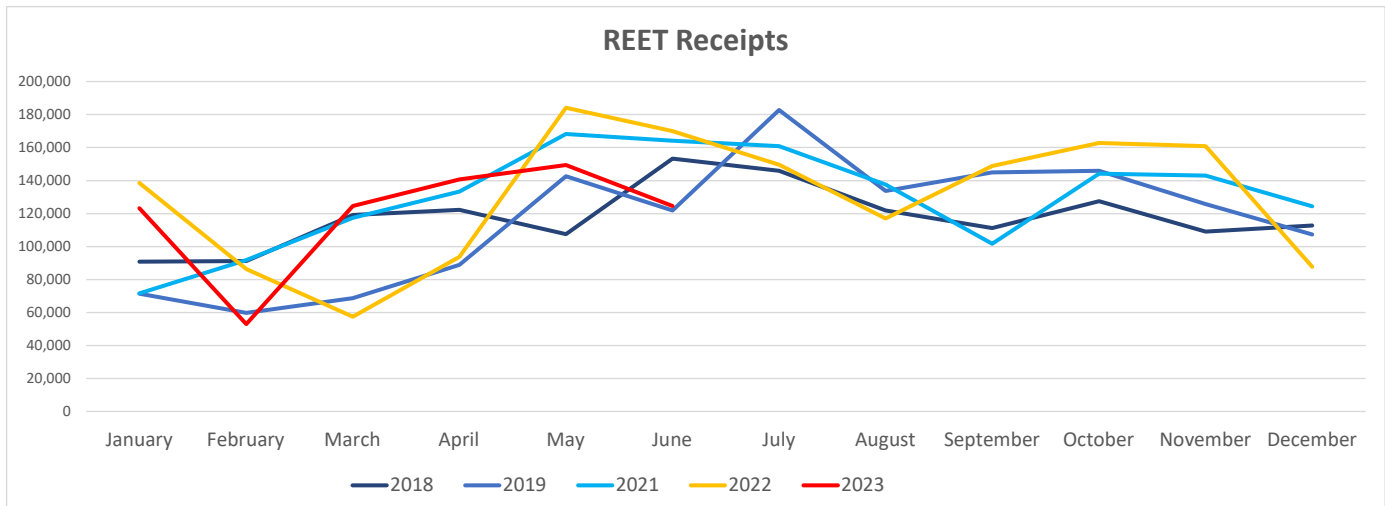
REET 1 uses are outlined in RCW 82.46.010(5)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities.

REET 2 uses are outlined in RCW 82.46.035(5)(a)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

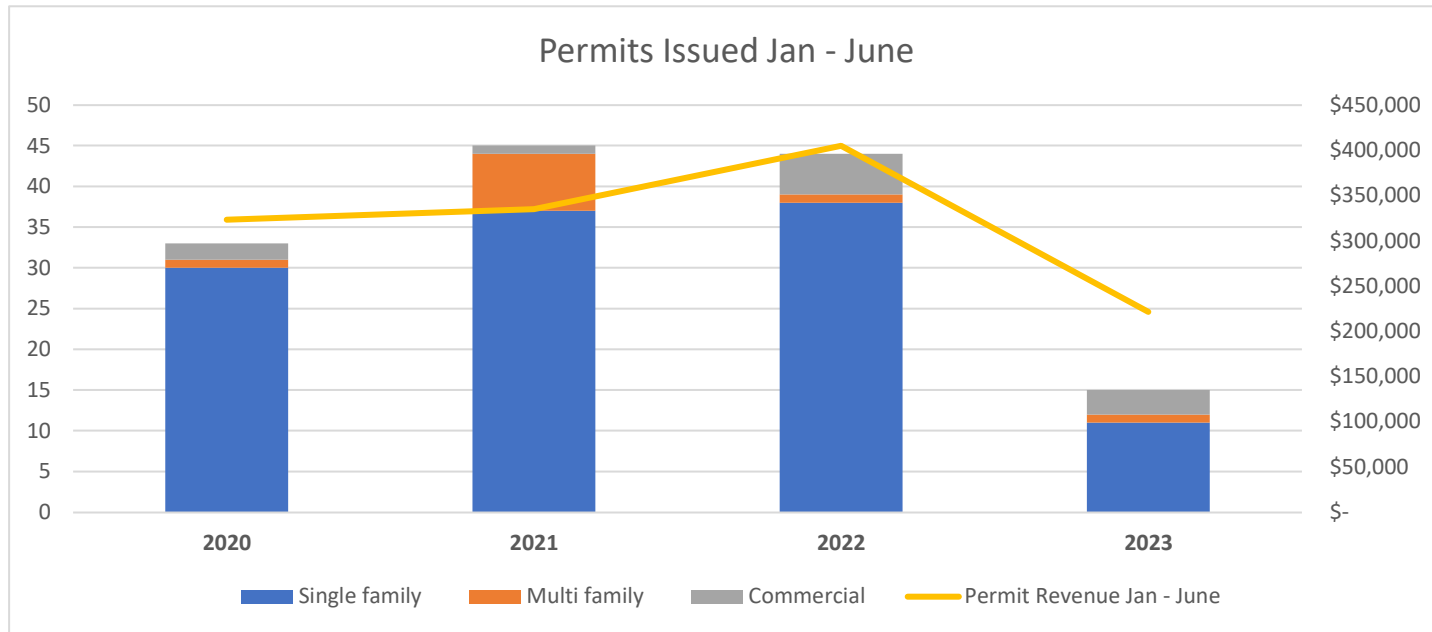
REET 2 is more restrictive: no use for recreation acquisition, trails, library, public safety, or admin facilities.



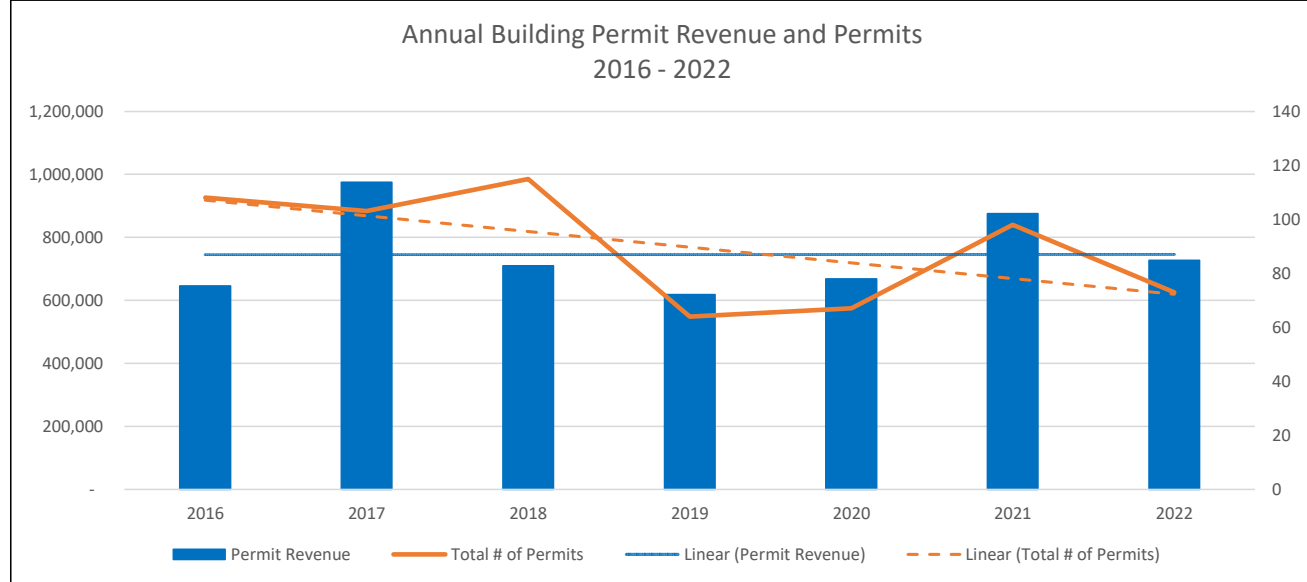
REET Receipts by Month

	2016	2017	2018	2019	2020	2021	2022	2023
January	90,785	108,345	90,855	71,476	149,648	71,592	138,615	123,341
February	41,788	83,871	91,344	59,737	68,822	91,741	86,421	53,099
March	52,085	71,546	119,086	68,816	76,264	117,446	57,470	124,648
April	100,310	113,091	122,262	88,848	109,995	133,383	93,814	140,766
May	128,959	105,290	107,540	142,701	68,237	168,108	184,069	149,304
June	132,996	124,195	153,339	121,806	110,834	164,075	169,907	124,699
July	121,693	158,342	145,919	182,759	142,306	160,909	149,603	
August	157,115	119,278	121,977	133,793	150,709	137,646	117,069	
September	111,482	89,402	111,249	144,927	166,527	101,680	148,809	
October	142,738	107,915	127,479	145,979	136,495	144,241	162,833	
November	122,623	100,151	109,063	125,671	164,106	143,035	160,857	
December	108,345	80,913	112,696	107,435	149,223	124,416	87,736	
Total:	1,310,919	1,262,338	1,412,809	1,393,949	1,493,165	1,558,272	1,557,202	715,858
REET Rev Jan - June	546,923	606,337	684,426	553,385	583,799	746,345	730,295	715,858

	Cash	Anticipated 6/30/2023 Revenue	Anticipated Transfers	Anticipated Balance	Overlays	R1 Budget	R2 Budget
REET 1	3,055,960	310,090	1,730,500	1,635,550	ADA Ramps	105,000	
REET 2	1,185,299	310,090	0	1,495,390	Sidewalks	200,000	
	4,241,260	620,181	1,730,500	3,130,940	Non Motor Improvements	10,500	
					Parks Infrastructure	25,000	
					Skate Park	100,000	
					Wa Park Restroom	50,000	
					Jim Rice Civic Park Improve	20,000	
					Wa Park Residence Reroof	120,000	
					Facilities	300,000	
						1,730,500	1,730,500
							-



	Jan - June	2020	2021	2022	2023
Type of Construction					
bsfr	Single family	30	37	38	11
bmfr	Multi family	1	7	1	1
bcomm	Commercial	2	1	5	3
	Total Permits	33	45	44	15
Permit Revenue Jan - June		\$ 323,150	\$ 334,839	\$ 404,814	\$ 221,366



Year	2016	2017	2018	2019	2020	2021	2022	
Permit Revenue	645,884	974,350	709,990	618,031	668,460	875,589	727,025	
Total # of Permits	108	103	115	64	67	98	73	

Building Permit Revenues by Month

Year	2016	2017	2018	2019	2020	2021	2022	2023
January	40,543	37,646	50,909	49,435	30,146	22,012	38,269	59,265
February	59,400	22,296	36,824	23,424	58,146	41,759	57,673	27,457
March	62,836	417,281	97,950	17,289	67,837	63,770	32,869	38,303
April	66,401	70,171	49,316	102,494	70,047	104,849	129,174	39,057
May	91,587	76,816	51,462	52,645	42,837	55,790	82,518	38,186
June	69,296	68,217	80,324	51,172	54,137	46,659	64,311	19,098
July	49,642	71,066	56,868	57,444	70,663	138,206	76,644	
August	64,252	60,555	99,921	88,115	31,103	75,823	71,803	
September	32,719	19,003	77,574	29,884	30,517	84,851	26,269	
October	38,917	47,880	32,541	52,695	128,550	88,917	42,844	
November	32,710	38,720	37,865	45,641	41,113	40,027	46,428	
December	37,582	44,698	38,436	47,794	43,363	112,925	58,223	
Total Permit Revenue	\$ 645,884	\$ 974,350	\$ 709,990	\$ 618,031	\$ 668,460	\$ 875,589	\$ 727,025	\$ 221,366
Permit Revenue Jan - June	\$ 390,063	\$ 692,427	\$ 366,785	\$ 296,458	\$ 323,150	\$ 334,839	\$ 404,814	\$ 221,366
Single Fam Permits	99	94	110	52	57	81	62	11
Multi family Permits	0	0	1	1	5	14	3	1
Commercial Permits	9	9	4	11	5	3	8	3
Total Number of Permits:	108	103	115	64	67	98	73	15

Lodging Tax Revenues

The City of Anacortes is allocated the basic, or state shared lodging tax (AKA hotel/motel tax), which is 2% of lodging stays and is taken from the State's 6.5% sales tax rate, so the patron paying for the lodging stay does not see this 2% tax.

The City of Anacortes also collects an additional (or special) lodging tax that is 2% on top of the other state and local sales tax rate. This was authorized by Ordinance 2437, enacted January 1, 1998.

The use of Lodging Tax revenues are outlined in RCW 67.28.1815-1816, and generally must be used for:

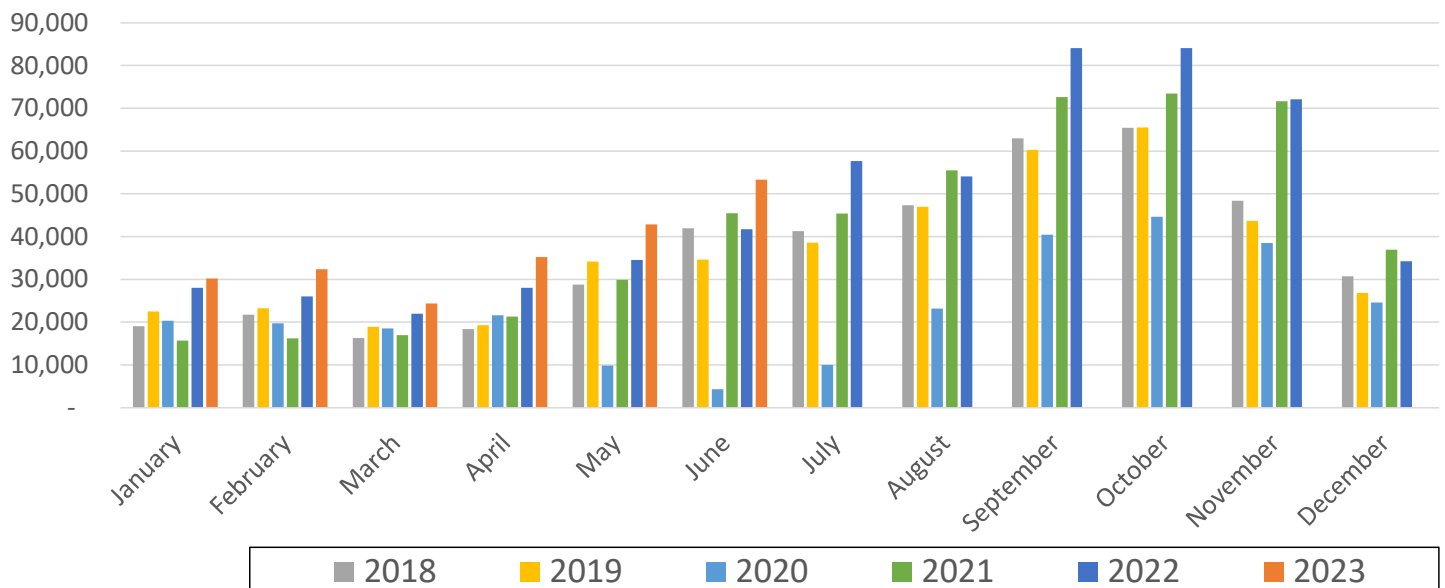
Tourism marketing.

The promotion and operation of special events and festivals designed to attract tourists.

The operations of tourism related facilities owned or operated by nonprofit organizations.

Operations and capital expenditures of tourism-related facilities owned or operated by a municipality.

Lodging Tax Receipts



	2016	2017	2018	2019	2020	2021	2022	2023
January	17,536	17,886	19,062	22,489	20,342	15,670	28,007	30,195
February	19,794	23,002	21,713	23,227	19,723	16,233	25,983	32,376
March	14,723	15,558	16,304	18,886	18,518	16,946	21,970	24,356
April	18,327	17,694	18,402	19,242	21,562	21,268	28,065	35,195
May	23,959	26,059	28,812	34,187	9,880	29,926	34,545	42,815
June	28,702	33,354	41,909	34,634	4,300	45,421	41,714	53,300
July	34,718	34,696	41,262	38,593	9,969	45,350	57,611	
August	42,774	49,671	47,304	46,945	23,170	55,496	54,025	
September	56,371	60,826	62,948	60,259	40,472	72,592	84,073	
October	59,795	59,541	65,386	65,474	44,595	73,395	84,008	
November	44,510	55,567	48,402	43,665	38,478	71,660	72,043	
December	24,792	37,117	30,722	26,845	24,579	36,934	34,249	
Total:	386,002	430,970	442,226	434,445	275,588	500,891	566,294	218,237
Jan - June Revenue:	123,041	133,552	146,202	152,664	94,325	145,464	180,284	218,237

Month End Cash Balance: 1,367,982

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
June 2023

		2023 Adj Budget	Year to date Actuals	50.0%	6/30/2023 Cash Balance	Fund Balance Budget
001	GENERAL FUND					
	Revenue	30,611,109	9,664,830	32%	642,802	Operating
	Expenditure	30,611,109	12,583,792	41%	4,548,999	Rainy Day
	Difference	0	-2,918,962		1,002,595	IT Reserve
101	PARK & RECREATION					
	Revenue	2,384,451	1,227,353	51%	1,256,432	186,612
	Expenditure	2,384,451	1,169,174	49%		
	Difference	0	58,178			
102	CEMETERY					
	Revenue	272,776	142,177	52%	285,739	69,959
	Expenditure	272,776	127,816	47%		
	Difference	0	14,361			
103	LIBRARY					
	Revenue	1,758,064	934,374	53%	826,013	117,191
	Expenditure	1,758,064	844,889	48%		
	Difference	0	89,485			
104	STREET MAINTENANCE					
	Revenue	3,973,282	1,138,876	29%	656,824	450,828
	Expenditure	3,973,282	1,928,002	49%		
	Difference	0	-789,126			
105	STREET CONSTRUCTION					
	Revenue	6,582,350	170,142	3%	481,878	139,686
	Expenditure	6,582,350	276,552	4%		
	Difference	0.00	-106,410			
107	WASHINGTON PARK					
	Revenue	267,233	210,510	79%	347,225	-72,705
	Expenditure	267,233	130,939	49%		
	Difference	0	79,571			
108	PARKS CAPITAL					
	Revenue	1,615,000	155,297	10%	260,763	
	Expenditure	1,615,000	147,141			
	Difference	0	8,156			
109	AFFORDABLE HOUSING					
	Revenue	695,459	215,159	31%		
	Expenditure	695,459	360,453			
	Difference	0	-145,294			
110	AMBULANCE FUND					
	Revenue	5,495,358	2,338,514	43%	1,298,829	215,538
	Expenditure	5,495,357	2,710,655	49%		
	Difference	0	-372,141			

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
June 2023

	2023 Adj Budget	Year to date Actuals	50.0%	6/30/2023 Cash Balance	Fund Balance Budget
112 DEVELOPMENT IMPACT FEES					
Revenue	784,077	86,079		770,181	Roads
Expenditure	784,077			168,678	Parks
Difference	0	86,079		358,439	Fire
113 ACFL MANAGEMENT FUND					
Revenue	43,637	5,914	14%	567,810	43,637
Expenditure	43,637	16,010	37%		
Difference	0	-10,095			
135 LODGING TAX					
Revenue	504,610	169,622	34%	1,380,644	
Expenditure	504,610	96,242	19%		
Difference	0	73,381			
335 REET					
Revenue	1,730,500	755,036	44%	3,055,960	REET 1
Expenditure	1,730,500		0%	1,185,299	REET 2
Difference	0	755,036			
401 WATER				June 50.00%	
Revenue	32,206,193	10,490,447	33%	Chgs budg	13,373,774
Expenditure	32,206,193	6,862,410	21%	Actuals:	6,430,913
Difference	0	3,628,038		% collected:	48.1%
				\$ 18,804,399	Operating
				\$ 1,389,545	Rainy Day
				\$ 9,947,329	Capital
440 SEWER					
Revenue	32,860,687	4,226,529	13%	Chgs budg	8,483,812
Expenditure	32,860,687	4,975,037	15%	Actuals:	3,920,971
Difference	0	-748,508		% collected:	46.2%
				\$ 2,221,229	Operating
				\$ 760,581	Rainy Day
				\$ 9,253,859	Capital
445 STORM DRAIN					
Revenue	1,652,869	1,087,160	66%	Chgs budg	2,066,408
Expenditure	1,652,869	767,516	46%	Actuals:	1,050,587
Difference	0	319,644		% collected:	50.8%
				\$ 1,298,330	Operating
				\$ 192,208	Rainy Day
				\$ 30,587	Capital
450 SANITATION					
Revenue	4,886,280	3,034,685	62%	\$ 1,357,719	Operating
Expenditure	4,886,280	2,576,389	53%	\$ 544,777	Rainy Day
Difference	0	458,296			
501 EQUIPMENT RENTAL FUND					
Revenue	3,140,655	1,579,642	50%	\$ 443,932	Operating
Expenditure	3,140,655	1,092,876	35%	\$ 7,989,598	Capital
Difference	0	486,765			



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.c.

Agenda Item Title: Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code

Staff Contact(s): DARCY SWETNAM, TIFFANY MATSON

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

TIFFANY MATSON

Ordinance

TIFFANY MATSON

STEVE HOGLUND

DARCY SWETNAM

Item Summary:

City staff proposes an update to AMC Chapter 1.30 to improve efficiencies in the contracting review and approval process, as well as add new Section 1.30.090 for the delegation for emergency purchase and contracting.

Background:

1. Review Requirements: Section 1.30.030

Current Requirements per [AMC Chapter 1.30.030](#): The current Code requires that contracts are reviewed by the City Clerk, City Attorney, Department Director, and Contract Specialist.

Current Practice: Currently all contracts are going through an internal review process of 5 staff members through Laserfiche. In some cases, such as a contract related to IT software or hardware, there is an added reviewer for a total of 6 reviewers. The review process applies to all contracts no matter the cost or the contract form.

The year-to-date average process time for internal reviews is 10 days before the Contract Specialist receives the contract documents back and is then able to send them for signatures through DocuSign. Reviewers include:

- *IT Manager**
- *Lease Manager**
- City Attorney
- Department Director
- City Clerk

- Mayor
- Contract Specialist

**only for applicable contracts*

Proposed Update: Staff proposes two review paths:

1. If a contract is on a City Attorney pre-approved City standard contract template and the only changes are the addition of the scope of work, cost, and term AND the expense is already provided for in the current approved budget, then the reviews required would be the City Attorney, which may be delegated to the Contract Specialist, the Department Director, and the Contract Specialist.
2. If a contract meets any of the following a) is on a non-standard form, b) is not in the current approved budget, c) is on a standard City form but the standard terms have been modified, it must be reviewed by the City Clerk, City Attorney, Department Director, and Contract Specialist.

Reasoning: The Code currently states the following reasons specific staff is reviewing contracts:

1. City Clerk: to “determine the contract is consistent with budget provisions and city finance policies and procedures.” If the cost is already in the approved budget then this review has already been accomplished. In addition, the review by the Department Director (#3 below) includes budget considerations.
2. City Attorney: to “determine the contract is consistent with state, local, federal, and common law”. If the contract is on a City template that is pre-approved by the City Attorney then this review has already been accomplished and can be delegated to the Contract Specialist.
3. Department Director: to “determine the contract is consistent with the department’s budget, capital facilities plan, and department objectives”. This approval would provide the check and balance that the cost is actually in the approved budget and consistent with the objectives of the department.
4. City Contract Specialist: to “determine the contract is consistent with city procurement and contracting policies and procedures”.

2. **Approval and Signature Authority: Section 1.30.040**

Current Requirements per AMC Chapter 1.30.040: The current code delegates approval authority to the Mayor for contracts under \$45,000 that are within the approved budget. The following contract modifications are also under the Mayor’s approval authority:

- a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000; or
- b. Cost modifications for contracts with an original value between \$45,000 – \$99,999 which result in a new total contract amount less than \$10,000 over the original contract amount; or

c. Cost modifications for contracts with an original value of \$100,000 or more which result in a new total contract amount less than 110 percent over the original contract amount.

Proposed Update: Staff proposes a change to Section 1.30.040-F to allow the Mayor to delegate authority to approve and sign contracts to department directors responsible for the agreement.

3. Emergency Purchasing and Contracting: Section 1.30.040

[RCW 39.04.280](#) and [Chapter 38.52 RCW](#) provide for emergency management and exemption to competitive bidding requirements due to unforeseen circumstances beyond the control of the city that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Washington Emergency Management Division has stated that an emergency declaration that waives competitive bidding requirements must be issued prior to signing any emergency contracts, and by not doing so we risk ineligibility for FEMA funding for that emergency. The Code currently does not provide for delegation for the declaration of emergency for staff to make emergency purchases or enter into emergency contracts.

Proposed Update: Staff proposes the addition of Section 1.30.090 to delegate authorization to the Mayor to make emergency purchases or enter into emergency contracts consistent with the procedures outlined in the City of Anacortes Purchasing Policy. A resolution ratifying the declaration, invoking RCW 39.04.280, and ratifying the contract must be presented to City Council for approval no later than two weeks following the award of the contract. The resolution must include the factual basis for the emergency purchase or contract.

Budget Impact:

Previous Action: The proposed updates were presented and discussed at the June 14, 2023 and July 12, 2023 Finance Committee meetings.

Recommended Motion: I move that City Council adopt Ordinance 4055 updating Chapter 1.30 in the Anacortes Municipal Code.

Alternative Actions: Not adopt the ordinance. Provide changes to the ordinance.

Attachments (listed in order presented):

1. Ordinance 4055
2. AMC Chapter 1.30 - redlined draft
3. Ord 4055 Contract Update

**City of Anacortes
Ordinance No. 4055**

**An Ordinance of the City of Anacortes, Washington, updating Chapter 1.30 in
the Anacortes Municipal Code**

Whereas Ordinance 3036, adopted in 2019, created a new Chapter 1.30 in the Anacortes Municipal Code; and

Whereas the City Council of the City of Anacortes desires to update Chapter 1.30 to improve efficiencies in the contracting review and approval process, as well as add new Section 1.30.090 for the delegation for emergency purchases and contracting.

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

- Section 1. Anacortes Municipal Code Chapter 1.30 revised to read as shown in Attachment A.
- Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED AND APPROVED this 24th day of July, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

ATTACHMENT A

Chapter 1.30 CONTRACTS

Sections:

- 1.30.010** **General provisions.**
- 1.30.020** **Form.**
- 1.30.030** **Review.**
- 1.30.040** **Approval and signature authority.**
- 1.30.050** **Approval by City Council.**
- 1.30.060** **Ratification.**
- 1.30.070** **Numbering, recording, and retention.**
- 1.30.080** **Approval of municipal fiber contracts.**
- 1.30.090** **Emergency purchasing and contracting.**

1.30.010 **General provisions.**

A. Purpose.

1. Per RCW [35A.11.010](#), the city's authority to contract, and be contracted with, is vested in the City Council.
2. The City Council wishes to delegate certain authority to contract to the Mayor and provide for the orderly review, presentation, and publication of city contracts.

B. Applicability.

1. *Generally.* This chapter applies to all contracts, as defined in this section, between the city of Anacortes and any person or entity, and amendments to contracts.
2. *Exception.* This chapter does not apply to:
 - a. Any grant agreements. Any agreements for the acceptance of donations or interests in real property, which are addressed in AMC Chapter [3.10](#).

C. *Definitions.*

1. "Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to:
 - a. Public works agreements;
 - b. Personal services agreements;
 - c. Employment contracts;
 - d. Grant agreements;
 - e. Agreements pursuant to the Interlocal Cooperation Act, Chapter [39.34](#) RCW;
 - f. Leases of real property.
2. "Goods" means products, materials, supplies, or equipment.

1.30.020 Form.

- A. Contracts must be written in the name of the city of Anacortes and not any particular city official or department.
- B. Contracts for services must include a detailed scope of work.
- C. The City Attorney must develop form contracts to implement these requirements.

1.30.030 Review.

- A. Contracts written on the City Attorney's pre-approved standard forms and encompassed within the current approved City budget must be reviewed by the following city staff members for consistency with the following criteria prior to approval:

1. The City Attorney must determine the contract is consistent with state, local, federal, and common law. The City Attorney may delegate the review to the Contract Specialist.

2. The department director responsible for the agreement must determine the contract is consistent with the department's budget, capital facilities plan, and department objectives. If the contract is not consistent with one of the above, the department director must demonstrate the contract is necessary and the agreement must be reviewed as specified in 1.30.030.B.

3. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

B. Contracts that meet any of the following: a) written on non-standard forms, b) not included in the current approved City budget, c) is written on a City Attorney pre-approved standard form but the standard terms have been modified, must be reviewed by the following city staff members for consistency with the following criteria prior to approval:

1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and city finance policies and procedures.

2. The City Attorney must determine the contract is consistent with state, local, federal, and common law.

3. The department director responsible for the agreement must determine the contract is consistent with the department's budget, capital facilities plan, and department objectives. If the contract is not consistent with one of the above, the department director must demonstrate the contract is necessary.

4. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

1.30.040 Approval and Signature Authority.

A. The Mayor is authorized to approve and sign contracts that meet all of the following criteria:

1. The contract is exclusively for the city's purchase of goods or services.

2. The total aggregate value of the contract is less than \$45,000.

3. The contract amount is within budget authority for the specified BARS numbers.

4. The contract is made, and the vendor has been selected, consistent with the city's purchasing policy.

5. The contract has been approved by the City Attorney.

B. The Mayor is authorized to approve and sign modifications to contracts that meet all of the following criteria:

1. One of the following applies:

a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000; or

b. Cost modifications for contracts with an original value between \$45,000 – \$99,999 which result in a new total contract amount less than \$10,000 over the original contract amount; or

c. Cost modifications for contracts with an original value of \$100,000 or more which result in a new total contract amount less than 110 percent over the original contract amount.

2. The modification does not modify the contract's general terms and conditions or extend the term of the contract more than one year.

3. The modification has been approved by the City Attorney.

C. Any contract that the Mayor is not authorized to approve must be approved by the City Council.

D. All agreements made pursuant to the Interlocal Cooperation Act at Chapter [39.34](#) RCW must be approved by the City Council.

E. Any contract that includes the conveyance of a real property interest to or from the city or a lease to which the city is party with a term of one calendar year or more must be approved by the City Council.

F. The Mayor may delegate authority to approve and sign contracts that meet the requirements of this section to department directors responsible for the agreement. The Mayor may not delegate authority to sign contracts to any other person.

G. The City Council reserves the authority to modify this delegation of authority by resolution or motion.

1.30.050 Approval by City Council.

A. Any contract to be approved by City Council must be presented in its entirety to the City Council, with all attachments.

B. Prior to presentation to City Council, all contracts must be reviewed in accordance with AMC 1.30.030.

1.30.060 Ratification.

Contracts executed inconsistent with this chapter are not valid contracts unless ratified by action of the City Council.

1.30.070 Numbering, recording, and retention.

A. The City Contract Specialist must assign every contract and modification a unique identifier. Contracts must be identified in the form YY-###-CAT-###, where YY is the two-digit year of project initiation and ### is a number with leading zeros incremented for each contract approved that resets to one at the beginning of each year. CAT is the category of the contract, and the final ### is the number of the instrument related to the project. This subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

B. Effective August 1, 2018, all contracts must be recorded in the city's electronic records management system and made available to the public on the city's website within five days of execution and receipt of all required contract documentation. The requirement of posting contracts on the city's website in this subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

C. After recording in the city's electronic records management system and verification of imaging accuracy, the paper version of a contract may be destroyed consistent with Chapter [40.14](#) RCW.

1.30.080 Approval of municipal fiber contracts.

A. Mayor Approval.

1. The Mayor is authorized to approve the following contracts:

a. *Dark Fiber Leases.* Leases for customer use of unactivated deployed fiber within the city network through which the city transmits neither light nor any other signal; provided, that:

i. The lease is for no more than eight strands per each lessee;

ii. The lease term is for no more than five years;

iii. The requested lease will not interfere with the city's ability to provide residential and commercial fiber service to all potential subscribers;

iv. The lease is on a form approved by the City Attorney;

v. The lease is consistent with the requirements of AMC [13.56.050](#).

b. *Telecommunication Contracts.* Contracts for the provision of telecommunications services available through the city network, including contracts for point-to-point ethernet service, dedicated internet access service, and static IPv4 addresses; provided, that such contracts are on forms approved by the City Attorney.

2. Any contract that the Mayor is not authorized to approve pursuant to this section must be approved pursuant to the remaining provisions of this chapter.

B. Director of Fiber Department Approval.

1. The Director of the Fiber Department is authorized to approve contracts that meet all of the following criteria:

- a. The contract is exclusively for the city's provision of residential and business-class internet services, and may include a right of entry for access to customer premises to complete connection work.
 - b. The contract includes the Master Service Agreement approved by the City Attorney.
- 2. Any contract that the Director of the Fiber Department is not authorized to approve must be approved pursuant to the remaining provisions of this chapter.

1.30.090 Emergency purchasing and contracting.

- A. City Council delegates authorization to the Mayor to make emergency purchases or enter into emergency contracts consistent with the procedures outlined in the City of Anacortes Purchasing Policy, as permitted by RCW [39.04.280](#) and Chapter [38.52](#) RCW, in unforeseen circumstances beyond the control of the city that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- B. The Mayor will declare an emergency in writing authorizing a purchase or contract without competitive bid or negotiation. A resolution ratifying the declaration, invoking RCW 39.04.280, and ratifying the contract must be presented to City Council for approval no later than two weeks following the award of the contract. The resolution must include the factual basis for the emergency purchase or contract.

Chapter 1.30

CONTRACTS

Sections:

- 1.30.010** **General provisions.**
- 1.30.020** **Form.**
- 1.30.030** **Review.**
- 1.30.040** **Approval ~~by Mayor~~ and Signature Authority.**
- 1.30.050** **Approval by City Council.**
- 1.30.060** **Ratification.**
- 1.30.070** **Numbering, recording, and retention.**
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 - c. Employment contracts;
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3. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

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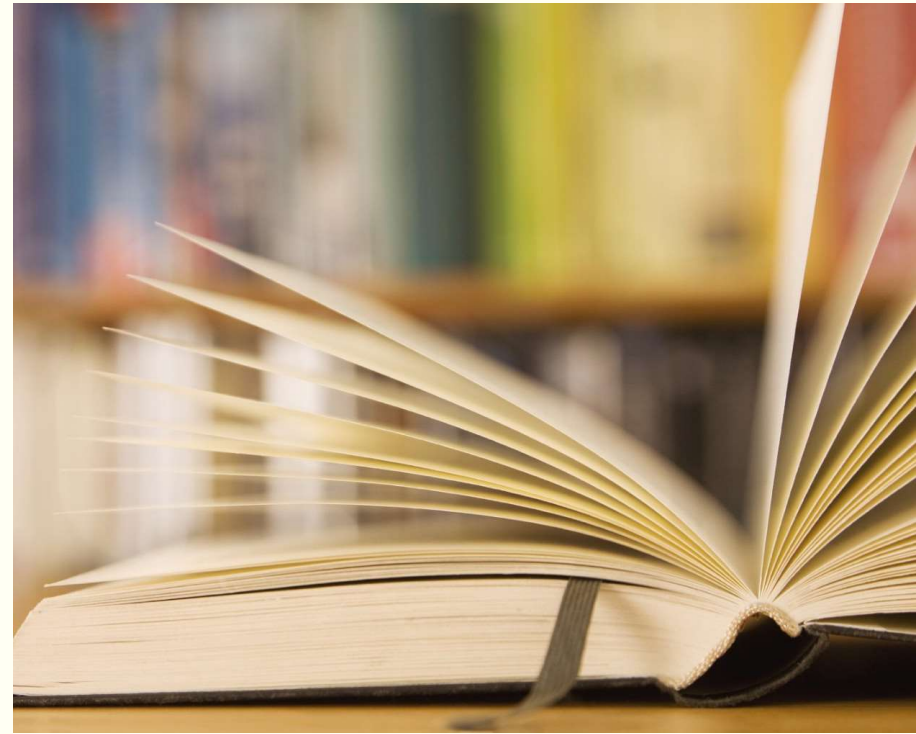
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ORDINANCE 4055: UPDATING CHAPTER 1.30 AMC

July 24, 2023



Areas of Update



Timeline



Review Requirements: Proposal

Current Approval Process



Proposed Approval Process: Standard



Mayor's Contract Authority

New Contracts

- Under \$45,000

Modifications

- Singly or combined with all other mods is less than \$45,000
- Original Value of \$45,000 - \$99,999 with new contract amount less than \$10,000 over original value
- Original value of \$100,000+ with new total contract amount less than 110% of original contract amount

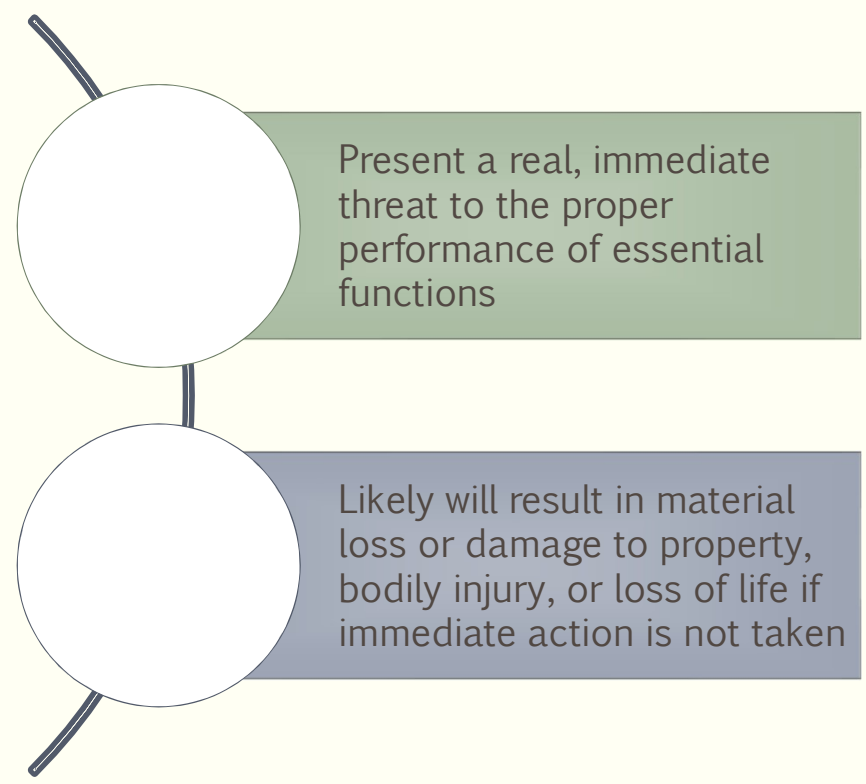
Review and Signature Authority: Proposal

- Section 1.30.040(F)
- Allow Mayor to delegate contract signature authority to department heads
- Department the contract is for
- Only up to Mayor's delegated authority
- In addition to delegated authority for fiber service contracts



Emergency Purchasing and Contracting: Proposal

Council delegates authorization to Mayor to make emergency purchase or contracts in unforeseen circumstances beyond the control of the city that either:



Present a real, immediate threat to the proper performance of essential functions

Likely will result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken

Process for Emergency Contracts

Mayor Declares Emergency in Writing



Mayor enters into Agreement



Within two weeks Council adopts resolution ratifying declaration and contract if needed



QUESTIONS?

Caption





City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.d.

Agenda Item Title: Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures

Staff Contact(s): DARCY SWETNAM, TIFFANY MATSON

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Resolution
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary:

City staff proposes an update to City of Anacortes' Purchasing Policy to reflect recent legislative changes and updated internal procedures. In addition, staff would like to specify through this resolution that the City's processes for using small works roster, vendor roster, and consultant roster are incorporated within the Purchasing Policy.

Background: The updates to the Purchasing Policy include formatting and minor editing, as well as larger changes that are a result of 2023 legislative session outcomes that had multiple impacts to laws regarding the City's procurement and contracting requirements. To summarize the biggest changes:

- Effective June 30, 2024, [HB 1621](#) raises the bid limit for a multi-trade project from \$116,155 to \$150,000, as well as raises the bid limit for the purchase of supplies, material, or equipment not related to a public work from \$7,500 to \$40,000. In addition, the bid limit for using the vendor roster process will be raised from \$40,000 to \$50,000.
- For the purchase between \$2,501-\$7,500 of supplies, materials, or equipment, the City's current purchasing policy requires staff make an effort to contact at least three vendors for quotes. Due to the bid threshold being raised to \$40,000 by State law starting on 6/30/24, staff proposed to raise the quote threshold at that time from \$2,500 to \$10,000. The Contract Specialist conducted a survey of other public entities and obtained the following information regarding their current quote thresholds:

City of Arlington	\$7.5k
City of Bainbridge Island	\$15k
City of Bellingham	\$10k
City of Everett	\$10k
City of Pasco	\$50k
City of Woodinville	\$7.5k
Community Transit	\$10k
Kitsap Transit	\$5k
Pierce Transit	\$10k
Sound Transit	\$10k
Spokane Transit	\$10k
Washington Health Benefit Exchange	\$50k
Whatcom Transit	\$10k

- [SB 5088](#) adds plumbing, elevator, and electrical contractors to the responsible bidder criteria for public works contracts and the debarment statutes for public works contracts.
- [SB 5268](#) makes several amendments, adds new sections, and repeals multiple RCWs related to small public works roster projects. Effective July 1, 2024 the previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the change also allows for direct contracting under certain conditions. The City will have to notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.
- [HB 1050](#) expands apprenticeship utilization requirements. Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices. Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices. Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.
- [HB 1086](#) increased project limits for community service organization contracts from \$25,000 to \$75,000 per year and the benefit received by a local government is reduced from three times the amount to two times the amount of the payment to the community service organization. The definitions of 'improvements' and 'maintenance' that can be provided by a community service organization were also expanded.
- Addition of Section XI to reflect the local preference requirements for procuring compost.
- Section XV.C for Emergency Public Works and Purchases has been expanded to outline specific procedures for staff to take in order to purchase materials,

supplies, or equipment to respond to an emergency, or to hire a contractor to perform emergency public work.

Budget Impact:

Previous Action: The proposed updates were presented and discussed at the June 14, 2023 and July 12, 2023 Finance Committee meetings

Recommended Motion: I move that City Council adopt Resolution 3123 Updating the Purchasing Policy and Procurement Roster Procedures.

Alternative Actions: Not adopt the resolution. Provide changes to the resolution and policy.

Attachments (listed in order presented):

1. Resolution 3123
2. COA Purchasing Policy - 2023 -redlined draft
3. Res 3123 Purchasing Policy

RESOLUTION NO. 3123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES UPDATING THE CITY OF ANACORTES PURCHASING POLICY AND SMALL WORKS ROSTER, VENDOR ROSTER, AND CONSULTANT ROSTER PROCEDURES

WHEREAS, Section 35A.11.010 of the Revised Code of Washington vest contracting authority in the City Council of the City of Anacortes; and

WHEREAS, Council adopted updated purchasing policies for City procurement and contracting in Resolution 2067, dated November 25, 2019; and

WHEREAS, Council now wishes to update those purchasing policies for City procurement and contracting with the City of Anacortes; and

WHEREAS, RCW 35.23.352 and RCW 39.04.155 allows certain contracts to be awarded by a small works roster process and RCW 39.04.190 allows certain purchasing to be awarded by a vendor list process; and

WHEREAS, Council adopted Resolution 1736, dated December 18, 2006, establishing a vendor list process and Resolution 1836, dated December 5, 2011, establishing a small public works roster process and consulting services roster; and

WHEREAS, Council wishes to adopt small works roster, vendor roster, and consultant roster procedures incorporated within the Purchasing Policy.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that Resolutions 1736, 1836 and 2067 are hereby repealed and the attached updated Purchasing Policy is hereby adopted.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 24th day of July, 2023.

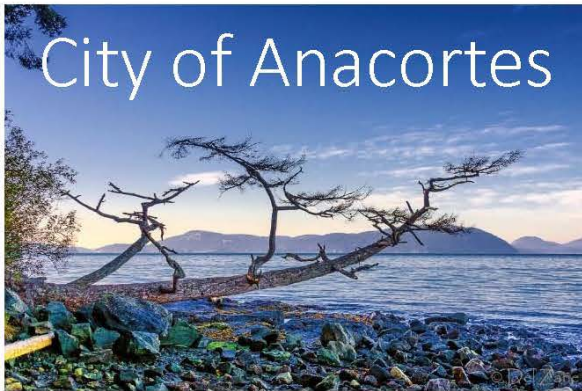
Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



PURCHASING POLICY



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I. GENERAL

A. Purpose

The City of Anacortes Purchasing Policy ("Policy") is intended to direct the purchase of goods and services at a reasonable cost while following all applicable laws. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the city's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of city resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the city and its suppliers and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds;
- To promote use of recycled materials and products, and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the city's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements conflict or are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control.

The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

E. Annual Review and Policy Approval Authority

This Policy may be reviewed annually by the City Attorney and Contract Specialist. When material changes to the Policy that change purchasing rules, contract rules, or procedures within the Policy are required, the revised Policy must be presented to the Anacortes City Council for review and approval. Minor changes that do not materially change purchasing rules, contract rules, or procedures within the Policy, such as formatting edits and website link updates, are under the authority of the City Attorney and Contract Specialist to implement without City Council review.

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

The city is committed to providing a very fair, transparent and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct in the city's [Personnel Policies](#) could arise in the procurement context.

1. Reasonable Person Standard. The city seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The city uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story, or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

B. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The city's procurement process, and the submittals, materials, information, decisions and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the city's official business, processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions, and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the Contract Specialist at the end of the process and saved in the event of a public records request.
- The city is not required to create summaries or new public records in response to a PRA request. The city is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the city has already created such records.
- Further information regarding public disclosure may be obtained from the Public Records Coordinator.

B. Maintain Confidentiality

Documents, decisions, information and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the Contract Specialist, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents submit questions, particularly with regard to evaluation, or to request documents, refer them to the Contract Specialist.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest and other public accountability rules.
2. In the event a member of a RFP selection advisory committee has a conflict of interest, they must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the Legal Department.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact Legal for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Anacortes' internal controls for Federal Awards are detailed in the [Federal Award Standards](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager**.
- Computers and related equipment, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything purchased using Equipment Rental and Revolving (ER&R) funds – **Fleet Services Manager**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- Example #1: A three year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally executed as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- *Exception:* Hardware/software maintenance agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/ software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes¹.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

The cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

To avoid bid splitting:

- A. Combine all phases of a public work project or vendor purchase when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar year's time, in which the cost exceeds competition limits (i.e. office supplies, water pipe, asphalt, paint, copy paper, janitorial paper products, etc.)
- C. Items that are designed or intended to be used together (i.e., water meters and covers), and the cost exceeds competition limits should be bid together.

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code (AMC) [Chapter 1.30](#). **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.** AMC Chapter 1.30 allows the Mayor to delegate signature authority for contracts meeting AMC 1.30.40 to Department Directors for contracts applicable to their department.

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value of \$45,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$45,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$45,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
Or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

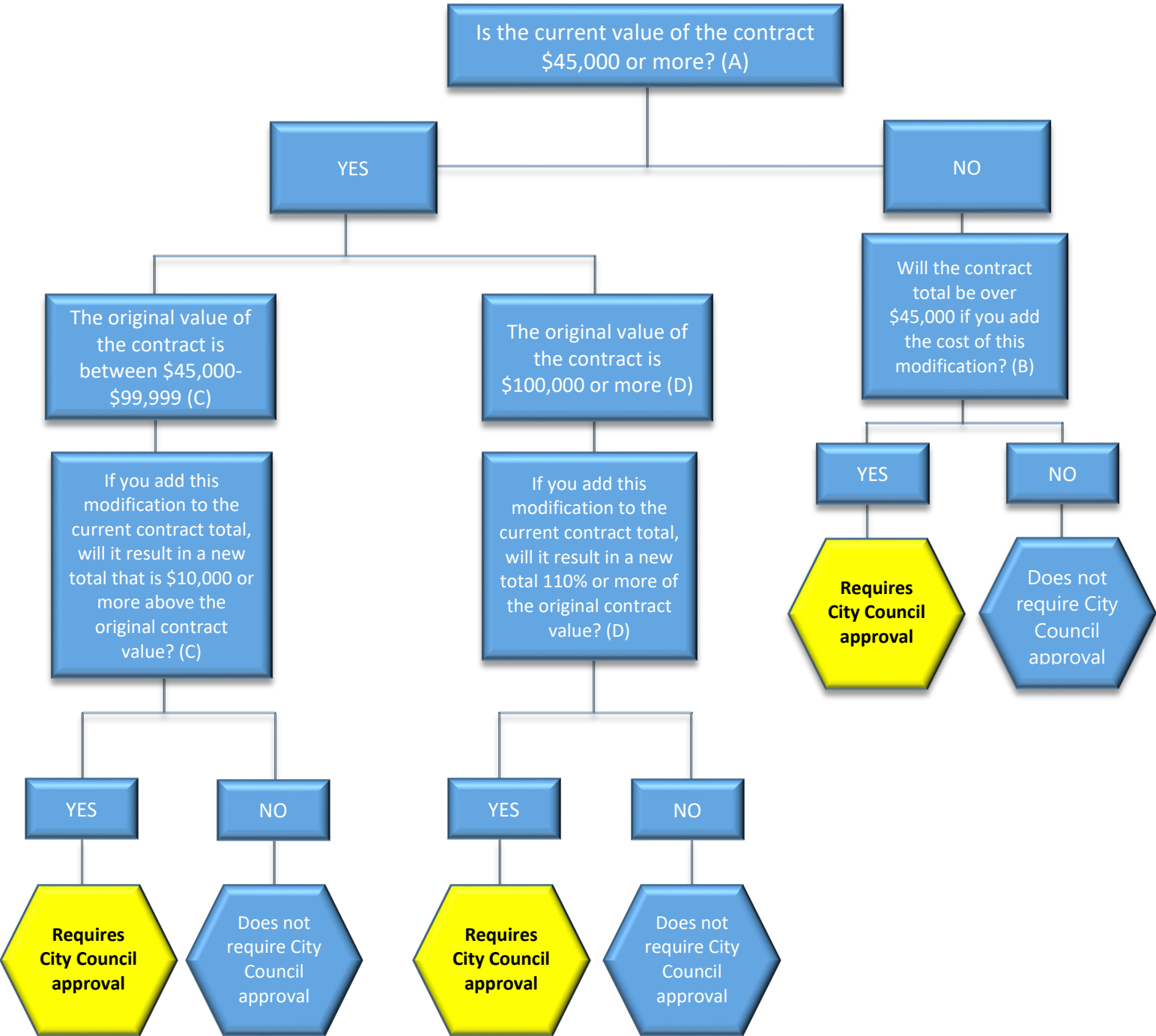
Example 1: a \$200,000 contract has a modification for \$18,000 for a new contract amount of \$218,000. The original contract amount is over \$100,000 so the next step is to figure out if the new total contract amount is 110% over the original value(D). 110% of \$200,000 would be \$220,000, so this modification does not result in a new total contract amount 110% over the original contract amount and does not need to be approved by Council.

Example 2: a \$50,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$45,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10,000 or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$45,000 threshold(B), and is not for a contract with an original value between \$45,000-\$99,999(C) or \$100,000 or more(D), so it does not need to be approved by Council.

Example 4: a \$40,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$46,000. Modification #1 did not meet any of the requirements of B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$45,000 signature threshold(B) and so it does need to be approved by Council.

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

The City follows the Uniform Electronic Transactions Act, [Chapter 1.80 RCW](#), which applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored on or after June 11, 2020. A document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or AMC Chapter 1.30.

X. TYPES OF PROJECTS

Local government purchases and projects generally fall into one of five categories:

[Public works](#): All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by a municipality.

[Professional architecture and engineering services](#): Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

[Personal services](#): Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

[Purchased services](#): Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

[Materials, Supplies, Equipment](#): Purchases of goods, equipment, supplies, or materials that are not connected with a public works project.

XI. COMPOST PROCUREMENT LOCAL PREFERENCE REQUIREMENTS

When the City will use compost as defined by [Ordinance 4041](#) for (a) Landscaping projects; (b) Construction and postconstruction soil amendments; (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; the City, or the City's contractor, must purchase finished compost products from companies that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 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.

If compost meeting the above criteria 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.

Staff will report the volume and cost of compost purchased throughout the year, and the source or sources of the compost, to the Finance Department by November 30th of every year.



PUBLIC WORKS



XII. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality...”². L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person using tools who isn’t city staff, the purchase falls under public works procurement rules and contracting requirements.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary. **ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.**

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$75,500	Required	City Council
Multi Trade or Craft	\$0-\$116,155	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$116,155	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$49,999	Minimum 3 quotes requested	\$0-\$44,999 = Mayor \$45,000+ = City Council
	\$50,000-\$249,999	Minimum 5 quotes requested	City Council
	\$250,000-\$350,000	Minimum 5 quotes requested Must notify all contractors on roster	City Council
			APPROVAL
Unit- Priced On-Call Contracts	All unit-priced on-call contracts must be procured through either the Small Works Roster or a formal bid process.		\$0-\$44,999 = Mayor \$45,000+ = City Council

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW limits shall control.

² [RCW 39.04.010](#)

"Craft" or "trade" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the city's projects or purchases.

Effective June 30, 2024: The ability for the City to pursue public works by contract or day labor without calling for bids is increased from \$116,155 to \$150,000 if more than a single craft or trade is involved.

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. The city must provide a report to the state auditor of the costs of all public works that are not let by contract³. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

Effective June 30, 2024: However, the city may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the city. The estimate needs to be prepared before any work begins and should be sent to the Contract Specialist.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

³ [RCW 43.09.205](#)

⁴ [RCW 39.04.020](#)

- It is recommended the Project Manager make every effort to obtain more than one quote.
- The Project Manager submits a Request for New Contract Form to begin the contract process.

F. Small Works Roster (SWR)⁵

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC. At least once per year, the city must post a list of all small works roster contracts awarded regardless of dollar value, including the date, the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the location where the bid quotations for these contracts are available for public inspection.

Publication:

At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- Requests for quotes must emphasize that quotes will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a quote under the subject solicitation. Contractors who quote on this project must be registered on the Small Works Roster by the time that quotes are due.*
- Requests for quotes should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. Requests for quotes shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the request. The information given to each contractor must be identical. Quotes not requiring a bid deposit may be submitted by email.
- At the time quotes are solicited, the city shall not inform a contractor of the terms or amount of any other contractor's quote for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to

⁵ [RCW 39.04.155](#)

handle them.

- The Project Manager or Contract Specialist shall make a written record of each contractor's quote on the project and of any conditions imposed. Immediately after an award is made, the quotations obtained shall be recorded, open to public inspection, and available by inquiry.
- The Contract Specialist verifies the lowest bid meets the legal criteria in the request for quotes and is a responsive, responsible bidder ([RCW 39.04.010](#), [39.04.350](#), [sam.gov](#)).
- The Project Manager verifies the lowest responsive, responsible bid meets the requirements to perform the Scope of Work and submits a Request for New Contract Form to initiate the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster “Limited Public Works Process” – up to \$49,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the city may award such a contract using the limited public works process.⁶
- A minimum of three electronic or written bids from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- The Contract Specialist administers the contract process and if the contract is \$0-\$44,999 it is under the Mayor's signature authority threshold. If it is \$45,000 or more it is required to be approved for award by City Council.

Effective July 1, 2024: The previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the city may enter into direct contracting under certain conditions as specified in RCW 39.10.908 Section 15 or must solicit quotes from all on the appropriate roster.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will

⁶ [RCW 39.04.155\(3\)](#)

equitably distribute the opportunity among the contractors on the appropriate roster.

- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Small Works Roster Process – Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city chooses to solicit quotes from less than all the appropriate contractors on the appropriate small works roster the city must also notify the remaining contractors on the roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:
 - publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - mailing a notice to these contractors; or
 - sending a notice to these contractors by facsimile or email
- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Effective July 1, 2024: The bid limit for using the Small Works Roster is modified to apply to work with an estimated cost of \$350,000 or less *excluding state sales tax*, and the city will notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.
4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's

- check, postal money order, or surety bond.
6. Public bid opening is required.
 7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
 8. The Contract Specialist verifies the contractor is a responsible bidder.
 9. The Project Manager submits a Request for New Contract Form to begin the contract process.
 10. The Contract Specialist verifies the contract award approval requirements and, if required, schedules and prepares the City Council documents.
 11. The Contract Specialist administers the contract process.

H. Requests for Bid Documents

The City of Anacortes Purchasing Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

Builders Exchange of Washington (BXWA) provides prime bidders, subcontractors, suppliers, and other interested parties, virtual free-of-charge access to a complete set of project bid documents, including the ability to download, view, print, order full/partial plan sets from numerous reprographic sources, and free access to an on line digitizer/take-off tool.

Therefore, the City designates BXWA as the official source of bid packages for most capital public work projects, which insures that all bidders receive complete documentation, including all addendum, changes, and clarifications.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

Effective June 7, 2018, all cities, towns, and port districts are authorized to use unit-priced contracts⁷. A unit-priced public works contract, sometimes called an “on-call” public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time (“indefinite quantity, indefinite frequency”). State statute defines a unit-priced contract as:

“[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.”

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined “unit price” for certain types of anticipated (but unplanned) work or trades over a certain time period.

⁷ [RCW 35.23.352](#)

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices.

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

To Bid a Unit-Priced On-Call Contract:

- Use the Formal Bid or Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year..
 - Specify that on an annual basis (12-month contract period) the Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and Industries.

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as “on-call contracts” but actually fall under traditional public works

contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain “jetting” (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the city’s pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the city shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

What is a Responsive Bid?

Responsive bids are bids that are submitted on time with all of the information the city requested. Bids submitted after the submittal deadline or at the wrong location should be

rejected as non-responsive – in other words, the city will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier's check, or personal money order
- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in
- Certification of Compliance with Wage Payment Statutes

While it is possible to do a brief check when the bids are first opened, the city reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

M. Responsible Bidder

The city is required to award public works contracts to a responsible bidder with the lowest responsive bid. This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders⁸ must meet a number of mandatory criteria. The bidder must:

- At the time of bidding have a certificate of registration in compliance with chapter [18.27 RCW](#), a plumbing contractor license in compliance with chapter [18.106 RCW](#), an elevator contractor license in compliance with chapter [70.87 RCW](#), or an electrical contractor license in compliance with chapter [19.28 RCW](#), as required under the provisions of those chapters.
- Have a current Washington State Unified Business Identifier (UBI) number.
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#).
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#).
- Have a state excise tax registration number as required in [Title 82 RCW](#).
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#).
- If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#) to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04 RCW](#) for the one-year period immediately preceding the date of the bid solicitation. Certify

⁸ [RCW 39.04.010](#), [RCW 39.04.350](#)

through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).

- Have received training on the requirements related to public works and prevailing wage under chapter [39.04 RCW](#) and chapter [39.12 RCW](#), or received exemption from this requirement by completing three or more public works projects and have had a valid business license in Washington for three or more years.
- Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database ([sam.gov](#)).

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders.
- For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted⁹. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, [RCW 39.04.350\(2\)](#) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

N. Apprenticeship Utilization Requirements¹⁰

Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.

⁹ [RCW 39.30.060](#)

¹⁰ [RCW 39.04.320, HB1050](#)

O. Bid Deposit, Performance Bond, and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a deposit in the form of a cashier's check, postal money order, or surety bond in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that they have not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney¹¹. In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent of the contract retained for a period of 30 days after the date of final acceptance. The request will be evaluated and accepted or rejected by Legal.

P. Retainage

State law¹² requires the city to withhold up to five percent (5%) of the contract price earned by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the city itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held¹³:

1. The most common is to have the city withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the city's standard form or one that is acceptable to the city for all or any portion of the contract retainage amount.
3. The amount(s) retained may be deposited by the city in an interest bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the city with a bank. This escrow option must utilize the city's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the city and any interest is paid to the contractor as it accrues.

Retainage requirements are not mandatory for non-public works supplies or services but may be used in the discretion of the department/division. Note that even when the city has required a performance bond for these types of contracts, retainage is not held

¹¹ [RCW 39.08.010](#)

¹² [Chapter 60.28 RCW](#)

¹³ [RCW 60.28.011](#)

unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the city will be released or otherwise disbursed according to the city's standardized contract close out process.

Q. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁴. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- Public works contracts require that each and every employer on the project file a Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.
- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁵.
- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.

¹⁴ [WAC 296-127-011](#)

¹⁵ [WAC 296-127-023](#)

- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁶. This should also be stated in the bid specifications and contracts. To look up current federal wage decisions by trade and county, see wage determinations online at [SAM.GOV](https://sam.gov).

¹⁶ [WAC 296-127-025](https://wac.wa.gov/wac296-127-025)



SERVICES



XIII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the city's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#). Contact the Contract Specialist for assistance.

The city will negotiate a contract with the most qualified firm at a price which the city determines is fair and reasonable. In making its determination the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highest qualified firm. Forward all documentation to the Contract Specialist for archiving. Once a firm has been selected, the Project Manager submits a Request for New Contract Form to begin the contract process.

B. Personal Services

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications.
2. If a formal Request for Proposals is needed, contact the Contract Specialist for assistance.
3. Submit all proposals and any evaluation documents through the Request for New Contract Form to begin the contract process.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Contract Specialist if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair or maintenance*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing. (*L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.*)

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The

Contract Specialist must be involved in the formal bid or RFP process.

2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents through the Request for New Contract Form to begin the contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



XIV. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of “materials, supplies, and equipment” not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind. Services should also be pretty easy to identify. But sometimes the situation is ambiguous.

Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the Contract Specialist.

A. THRESHOLDS and LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
\$ -0- to \$2,500	Competition not required Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$2,501 to \$7,500	3 Quotes Requested Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$7,501 to \$15,000	MRSC Vendor Roster or Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head if under \$45,000; City Council if \$45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

***Approval:** The Department Head may only approve purchases that are provided for in the city budget and are under \$45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.

All dollar limits include freight, handling, set-up cost, and appropriate sales tax. Keep in mind that the cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

It is the Department Head's/Division Manager's responsibility to appoint who shall make purchases for their department on the city's behalf under the respective quote limits.

Effective June 30, 2024: Any purchase of supplies, material, or equipment not related to a public work with an estimated cost of more than \$40,000 shall be by contract. If the estimated purchase is between \$40,000 to \$50,000, purchases may be made using the vendor list process in RCW 39.04.190.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,500

1. A city representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Anacortes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be attached to the electronic invoice.
2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.
- In the request for quotes, be sure technical information defines acceptable

quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.

- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

Effective June 30, 2024: The informal quote threshold is raised to \$10,000-\$40,000.

C. Vendor Roster – Materials, Supplies, or Equipment \$0 -\$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process¹⁷. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Effective June 30, 2024: The Vendor Roster threshold is raised to \$50,000.

Publication:

At least twice a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster:

- Draft a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Save the PDF of the MRSC Vendor Roster category as well as the PDF of the narrowed down list of vendors selected for solicitation.
- Make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment. The information given to each vendor must be identical.
- Don't share quotations from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment.

¹⁷ [RCW 39.04.190](#)

- Save a written record of each vendor's quote on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attach them to the electronic invoice.
- Attach the PDFs saved from MRSC Vendor Roster to the electronic invoice.
- Send the following information to the Contract Specialist: the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded.

At least every two months, the city must post a list of contracts awarded using the Vendor Roster process. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,501+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public works and improvements contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision. Contact the Contract Specialist to discuss whether the formal bid or RFP process best fits your situation.

Effective June 30, 2024: The formal bid threshold is raised to \$40,001+.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will

not be accepted or considered.

- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- Withdrawal of Bids - Cancellation of Awards. Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and submits a Request for New Contract Form to begin the contract process.
- The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract;
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. Whether the vendor can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the vendor with laws relating to the contract;
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the low bidder, send a memo stating specific reasons why the low bid is not acceptable to the Contract Specialist for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a

reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Telecommunications and Data Processing (Computer) Equipment or Software

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

1. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
2. The RFP must identify significant evaluation factors, including price, and their relative importance.
3. The city must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The award must be made to the qualified bidder whose proposal is "most advantageous" to the city.
5. The city may reject all proposals for good cause and request new proposals.

Equipment Purchase vs. Installation. [RCW 39.04.270](#) authorizes the competitive negotiation process for the "acquisition" of electronic data processing or telecommunications "equipment, software, or services." This likely includes installation services too since installation may require specialized knowledge of the systems. This means that installation would not have to be bid separately from the equipment purchase. However, any installations meeting the definition of a "public work" in [RCW 39.04.010](#) would still be subject to any other public works contracting requirements such as prevailing wages, bonds, retainage, and bidder responsibility criteria.

XV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes¹⁸ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

A resolution waiving competitive bidding due to any exception is required and must be presented to City Council for review and approval. The resolution will be prepared by the Contract Specialist and should include estimated project/purchase costs.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider to fall within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director or Contract Specialist should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - Licensed or patented good or service
 - Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - Meets city standards (i.e. water meters)
 - Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand

¹⁸ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

name is of higher quality or is better suited to the municipality's needs. In *Smith v. City of Seattle*, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city's procedure was proper in the absence of abuse of discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the city's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider. Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the city's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. Project Managers who have used expansive specifications and find significant data that indicate a sole source may complete a [Sole Source Justification Form](#) and submit to the Contract Specialist.

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating “the factual basis for the exception”.

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if an employee wishes to invoke “special market conditions” to waive the bidding requirements the Contract Specialist and City Attorney should be consulted.

Auctions

Sometimes the city will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department Director must pre-approve an upper bidding limit, (which must be within the approved city budget), for the person doing the bidding.

C. Emergency Public Works and Purchases

For purposes of this section “emergency” means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergency work is only for the repair and/or restoration of facility/utilities/infrastructure to pre-damage conditions or current standards. Any betterment is not an emergency and will be planned, designed, and administered through the standard competitive processes.

When an emergency arises and City staff determine that they must make emergency purchases and/or cannot perform the required work, staff must contact the Public Works Director.

If the Public Works Director determines an emergency situation exists and a contractor(s) needs to be called in or purchases made, the Director will notify the Mayor, who is authorized by Anacortes Municipal Code 1.30.090 to declare an emergency and enter into emergency contracts.

Upon declaration of the Mayor that an emergency situation exists, and upon the Mayor's authorization, required purchases can be made and contractor(s) can be called upon to make the necessary repairs.

Emergency Purchasing Procedures (not connected with a public works project)

1. When circumstances require immediate purchase of materials, supplies, or equipment to respond to an emergency City staff shall conduct competitive solicitation to the extent practicable given the emergency and in keeping with the dollar value of the acquisition. Any emergency purchase shall be documented by the Department with a written explanation of the emergency.
2. If the emergency purchases are over the City's bid limits staff will notify the Contract Specialist of the purchases on the first working day following the emergency situation.
3. If the emergency purchases are over the City's bid limits Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following the emergency purchases.

Emergency Public Works Procedures

1. Prior to emergency public work commencing the Project Manager must verify through <https://secure.lni.wa.gov/verify/> that the proposed contractor(s) meet the following mandatory requirements:
 - a) At the time of quote submittal be a registered contractor in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
 - b) Have a current Washington State Unified Business Identifier (UBI) number.
 - c) Have a Washington State Employment Security Department (ESD) account as required in Title 50 RCW.
 - d) If applicable, have industrial insurance/workers' comp coverage required in Title 51 RCW.
 - e) Have a state excise tax registration number as required in Title 82 RCW.
 - f) Have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries.
 - g) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
 - h) Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (sam.gov).
 - i) If quoting on a public works project subject to the apprenticeship

utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable

j) Meet any supplemental criteria requirements, if applicable.

The Project Manager will save a copy of the verification check.

2. Before any work commences the contractor(s) must review and sign an Emergency Public Work Agreement form, outlining prevailing wage and bond requirements and payment type/schedule. The Project Manager will provide the contractor signed Emergency Public Work Agreement form to the Contract Specialist as soon as possible.
3. The first working day following the emergency situation, the Project Manager will notify the Contract Specialist of:
 - a) The need for the emergency work.
 - b) The name(s) of contractor(s) called in to perform the work and provide copies of the L&I & SAM verification checks.
 - c) The type of work being performed by the contractor(s) and any required construction specifications or standards that apply to the work.
 - d) The estimated cost of the work and payment type.
4. The Contract Specialist will issue the emergency contracts and the contractor(s) will be required to execute the contract and provide all required bonds and insurance documents within five (5) working days of the work commencing.
5. The Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following award of the emergency contract(s).

D. Inter-Governmental Cooperative Purchases

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "interlocal agreement") which must be approved by City Council. Contact the Contract Specialist for assistance through this process.

Prior to making a purchase under such an agreement, the city must ensure that the host agency complied with its own statutory contracting requirements and posted the solicitation online, and that the vendor agreed to the arrangement through the initial solicitation documents.

The originating agency's procurement, advertisement, and contract documents should be saved with the city's contract documents.

The city may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions. When practical, the city should include language in its solicitations that allows other public agencies to purchase from Anacortes' contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Anacortes.

E. Pollution Control Facilities

Chapter [70A.210.110](#) relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term "facility" is defined to mean "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution." "Pollution" is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood "Self-Help" Projects

Without regard to competitive bidding laws for public works, the city may contract with a chamber of commerce, a service organization, a community, youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, public square, other public spaces, or port habitat site, installing equipment or artworks, or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, or for an environmental justice stewardship or sustainability project, and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses. The consideration received by the city (the improvements, artwork, etc.) must be at least equal to two times the city's payment to the association. All payments made by the city under the authority of this section for all such contracts in any one year shall not exceed seventy-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets¹⁹

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the "actual cost" of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual

¹⁹ [RCW 39.04.280](#)

construction. The state is reimbursed from the city's share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

XVI. ADDITIONAL/SPECIAL CONSIDERATIONS

When hiring anybody to do anything for the city, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the city with a Certificate of Insurance, naming the City of Anacortes as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor's License

It is unlawful for the city to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor's License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor's License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Anacortes Business License

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.

XVII. DISPOSAL OF SURPLUS PROPERTY

The city has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedures](#) for more information.

XVIII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com are good places to find auction results for comparables. Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

XIX. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services. To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](http://www.dor.wa.gov).

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.
- Sales tax on services are coded to the location where they are performed.
- Over-the-counter (in person) sales are based on the location of the sale.

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the city still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

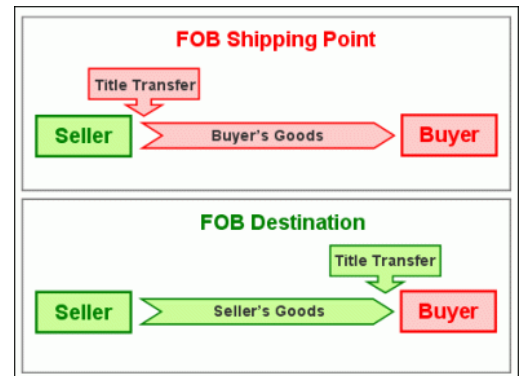
Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the city still must pay use tax.
- Personal property is acquired with the purchase of real property.

XX. FREIGHT

A. Shipping Terms

Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the city) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin or shipping point, the city owns the merchandise from the point of shipping while it is in transit.



Freight Prepaid or Freight Collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for

1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most carriers will frequently waive inspection. Indicate person contacted on the claim form.

5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

XXI. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221
360-299-1962
or by email to accountspayable@cityofanacortes.org

All questions regarding payments should be directed to the city Accounts Payable.

Invoices related to contracts are processed by the Contract Specialist.

The City of Anacortes offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the [EFT/ACH form](#) and return it to the City of Anacortes.

Accounts payable checks are paid on the next business day after approval at a regular City of Anacortes City Council meeting.

A P-Card is an alternate way to pay for something. See the City's [policy](#) for details and requirements.

XXII. APPENDICES

A. Definitions

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by city and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the city formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by signing and dating the document and initialing any changes.

Notice of Completion (NOC)

After final acceptance of any public works project over \$35,000, a public agency must file a NOC with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁰. Each state agency must approve the NOC separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²¹.

Ordinary Maintenance

Ordinary maintenance is defined as maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Public Work

“Public work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

²⁰ [RCW 60.28.051](#)

²¹ [RCW 60.28.060](#)

B. [Matrix of Contract Requirements – through 6/30/2024](#)

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$116,155	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$49,999	3+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Yes	Yes	If \$35K+
	\$50,000-\$249,999	All on Roster list or 5+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,500	3+	No	No	No	No	No	No	No	No	No
	\$7,501+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

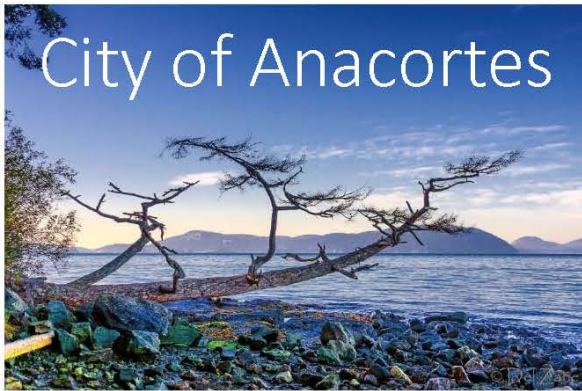
Matrix of Contract Requirements – effective 7/1/2024

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$150,000	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$150,001+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver for 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$150,000	enter into direct contracting under certain conditions as specified in RCW 39.10.908 <u>or</u> must solicit quotes from all on the appropriate roster	No	No	No	If \$45K+	Under \$5,000 – No retainage required; or 5%, or 10% with Bonds Waiver	•Yes, or •Under \$5k – not required, or •Waiver of bonds for 10% Retainage	Yes; Under \$5,000 – Combo Forms allowed	Yes	If \$35K+
	\$150,000-\$350,000	must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$10,000	1+	No	No	No	No	No	No	No	No	No
	\$10,001-\$40,000	3+	No	No	No	No	No	No	No	No	No
	\$40,001+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$50,000	3+	No	No	No	No	No	No	No	No	No
	Over \$50,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

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City of Anacortes



PURCHASING POLICY

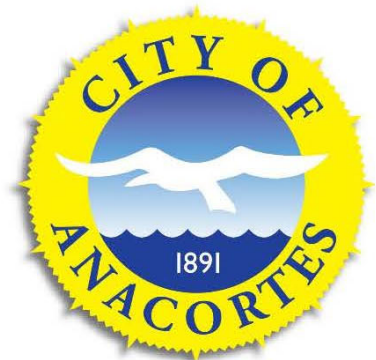


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I. GENERAL

A. Purpose

~~This document~~The City of Anacortes Purchasing Policy ("Policy") is intended to direct the purchase of goods and services at a reasonable cost while following all applicable laws. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the city's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of city resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the city and its suppliers and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds;
- To promote use of recycled materials and products, and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the city's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements conflict or are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control.

The City Attorney shall be consulted when questions regarding potential conflicts arise.

Applicable laws and regulations will be cited throughout this document.

E. Annual Review and Policy Approval Authority

This Policy may be reviewed annually by the City Attorney and Contract Specialist. When material changes to the Policy that change purchasing rules, contract rules, or procedures within the Policy are required, the revised Policy must be presented to the Anacortes City Council for review and approval. Minor changes that do not materially change purchasing rules, contract rules, or procedures within the Policy, such as formatting edits and website link updates, are under the authority of the City Attorney and Contract Specialist to implement without City Council review.

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

The city is committed to providing a very fair, transparent and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct in the city's [Personnel Policies](#) could arise in the procurement context.

1. Reasonable Person Standard. The city seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The city uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story, or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

B. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The city's procurement process, and the submittals, materials, information, decisions and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the city's official business, processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions, and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the Contract Specialist at the end of the process and saved in the event of a public records request.
- The city is not required to create summaries or new public records in response to a PRA request. The city is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the city has already created such records.
- Further information regarding public disclosure may be obtained from the Public Records Coordinator.

B. Maintain Confidentiality

Documents, decisions, information and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the Contract Specialist, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents submit questions, particularly with regard to evaluation, or to request documents, refer them to the Contract Specialist.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest and other public accountability rules.
2. In the event a member of a RFP selection advisory committee has a conflict of interest, ~~he or she~~they must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the Legal Department.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact Legal for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Anacortes' internal controls for Federal Awards are detailed in the [Federal Award Standards](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager**.
- Computers and related equipment, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything purchased using Equipment Rental and Revolving (ER&R) funds – **Fleet Services Manager**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- Example #1: A three year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally ~~routed-executed~~ as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- *Exception:* Hardware/software maintenance agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/ software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes¹.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

The cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

To avoid bid splitting:

- A. Combine all phases of a public work project or vendor purchase when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar year's time, in which the cost exceeds competition limits (i.e. office supplies, water pipe, asphalt, paint, copy paper, janitorial paper products, etc.)
- C. Items that are designed or intended to be used together (i.e., water meters and covers), and the cost exceeds competition limits should be bid together.

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code (AMC) [Chapter 1.30](#). **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.** [AMC Chapter 1.30 allows the Mayor to delegate signature authority for contracts meeting AMC 1.30.40 to Department Directors for contracts applicable to their department.](#)

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value of \$45,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$45,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$45,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
Or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

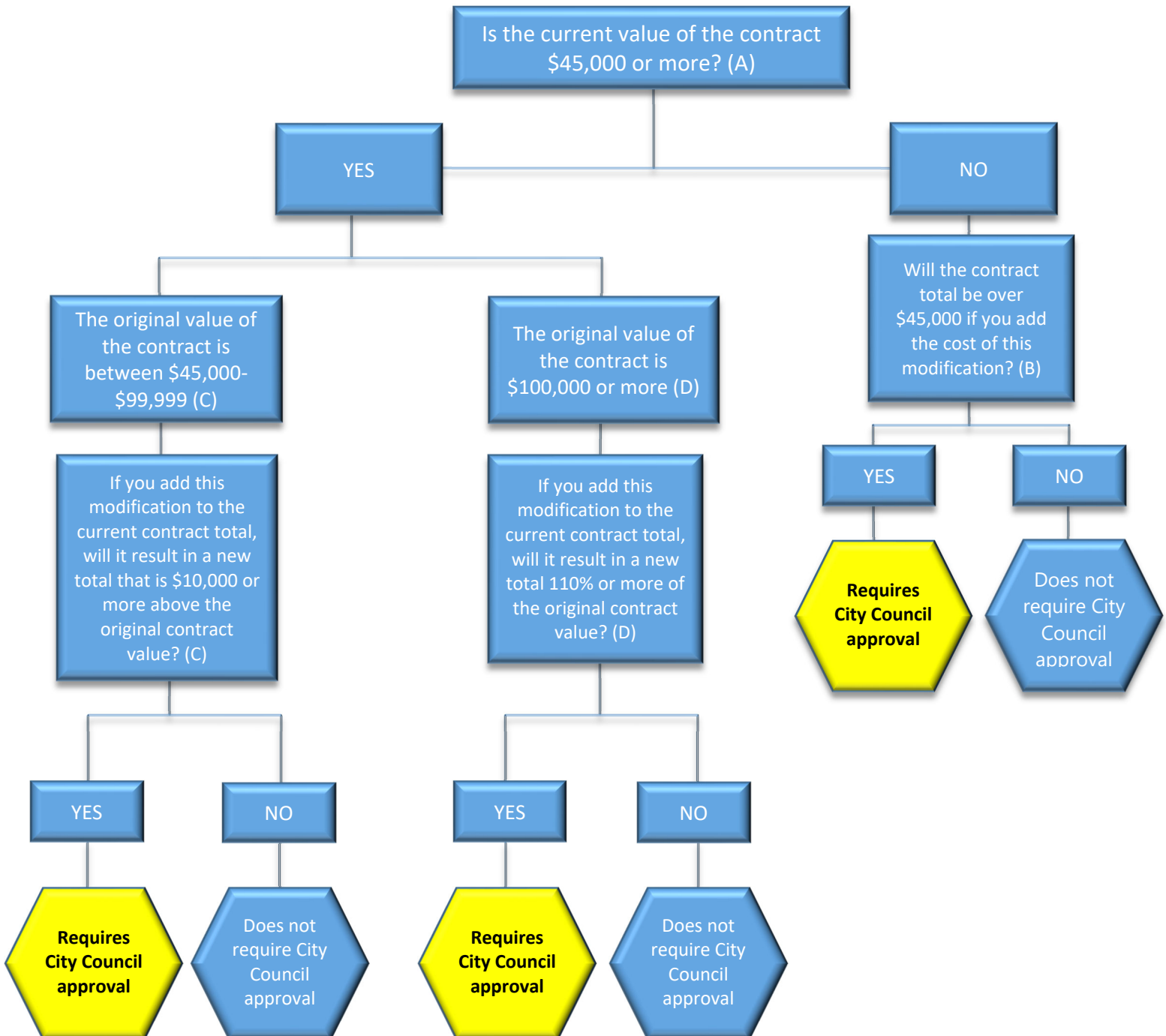
Example 1: a \$200,000 contract has a modification for \$18,000 for a new contract amount of \$218,000. The original contract amount is over \$100,000 so the next step is to figure out if the new total contract amount is 110% over the original value(D). 110% of \$200,000 would be \$220,000, so this modification does not result in a new total contract amount 110% over the original contract amount and does not need to be approved by Council.

Example 2: a \$50,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$45,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10,000 or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$45,000 threshold(B), and is not for a contract with an original value between \$45,000-\$99,999(C) or \$100,000 or more(D), so it does not need to be approved by Council.

Example 4: a \$40,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$46,000. Modification #1 did not meet any of the requirements of B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$45,000 signature threshold(B) and so it does need to be approved by Council.

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

~~Electronic (digital) signatures are defined under RCW 19.34.020:~~

~~"Digital signature" means an electronic signature that is a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's public key can accurately determine:~~

- ~~(a) Whether the transformation was created using the private key that corresponds to the signer's public key; and~~
- ~~(b) Whether the initial message has been altered since the transformation was made."~~

~~The City, pursuant to RCW 19.360.020(5), declares DocuSign as the electronic signature provider for the City. Specifically, the Mayor, City Attorney, and Finance Director, and their designees, are authorized to use DocuSign, or any future replacement of such platform, to affix electronic signatures to electronic records. A City document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or Ordinance 3036.~~

The City follows the Uniform Electronic Transactions Act, Chapter 1.80 RCW, which applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored on or after June 11, 2020. A document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or AMC Chapter 1.30.

X. TYPES OF PROJECTS

Local government purchases and projects generally fall into one of five categories:

Public works: All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by a municipality.

Professional architecture and engineering services: Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

Personal services: Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

Purchased services: Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

Materials, Supplies, Equipment: Purchases of goods, equipment, supplies, or materials that

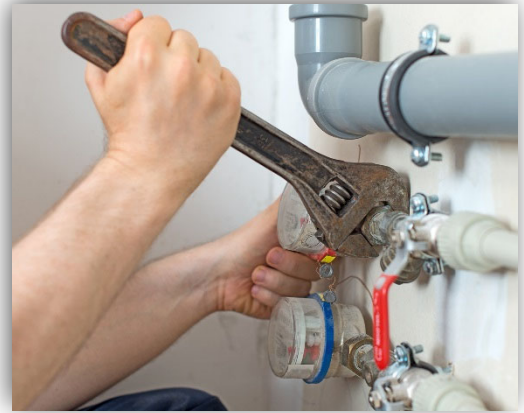
are not connected with a public works project.

XI. COMPOST PROCUREMENT LOCAL PREFERENCE REQUIREMENTS

When the City will use compost as defined by Ordinance 4041 for (a) Landscaping projects; (b) Construction and postconstruction soil amendments; (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; the City, or the City's contractor, must purchase finished compost products from companies that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 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.

If compost meeting the above criteria 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.

Staff will report the volume and cost of compost purchased throughout the year, and the source or sources of the compost, to the Finance Department by November 30th of every year.



PUBLIC WORKS



~~XI.~~XII. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality...” ² ~~to pretty much any structure or facility the city owns.~~ L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person ~~wearing using~~ tools who isn’t city staff, the purchase falls under public works procurement rules and contracting requirements.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary. **ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.**

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$75,500	Required	City Council
Multi Trade or Craft	\$0-\$116,155	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$116,155	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$49,999	Minimum 3 quotes requested	\$0-\$44,999 = Mayor \$45,000+ = City Council
	\$50,000-\$249,999	Minimum 5 quotes requested	City Council
	\$250,000-\$350,000	Minimum 5 quotes requested Must notify all contractors on roster	City Council
			APPROVAL
Unit-Priced On-Call Contracts	All unit-priced on-call contracts must be procured through either the Small Works Roster or a formal bid process.		\$0-\$44,999 = Mayor \$45,000+ = City Council

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW limits shall control.

² [RCW 39.04.010](#)

"Craft" or "trade" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the city's projects or purchases.

Effective June 30, 2024: The ability for the City to pursue public works by contract or day labor without calling for bids is increased from \$116,155 to \$150,000 if more than a single craft or trade is involved.

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. The city must provide a report to the state auditor of the costs of all public works ~~in excess of \$5,000~~ that are not let by contract³. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

Effective June 30, 2024: However, the city may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the city. The estimate needs to be prepared before any work begins and should be sent to the Contract Specialist.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

⁴ [RCW 43.09.205](#)

⁵ [RCW 39.04.020](#)

- It is recommended the Project Manager make every effort to obtain more than one quote.
- The Project Manager submits a Request for New Contract Form to begin the contract process, forwards solicitation, quotes, and project information to the Contract Specialist who administers the contract process.

F. Small Works Roster (SWR)⁷

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC. At least once per year, the city must post a list of all small works roster contracts awarded regardless of dollar value, including the date, the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the location where the bid quotations for these contracts are available for public inspection.

Publication:

At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- ~~Notifications and postings~~Requests for quotes must emphasize that ~~bids-quotes~~ will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a bid-quote under the subject solicitation. Contractors who bid-quote on this project must be registered on the Small Works Roster by the time that bids-quotes are due.*
- ~~Notifications and postings~~Requests for quotes should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. ~~Invitation for quotations~~Requests for quotes shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the ~~invitation request~~. The information given to each contractor must be identical. Quotes not requiring a bid deposit may be submitted by email.
- At the time ~~bids-quotes~~ are solicited, the city shall not inform a contractor of the

- terms or amount of any other contractor's ~~bid~~-quote for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to handle them.
- The Project Manager or Contract Specialist shall make a written record of each contractor's ~~bid~~-quote on the project and of any conditions imposed ~~on the bid~~. Immediately after an award is made, the ~~bids~~-quotations obtained shall be recorded, open to public inspection, and available by ~~telephone~~-inquiry.
- The Contract Specialist verifies the lowest bid meets the legal criteria in the request for quotes and is a responsive, responsible bidder (RCW 39.04.010, 39.04.350, sam.gov).
- The Project Manager verifies the lowest responsive, responsible bid meets the requirements to perform the Scope of Work and submits a Request for New Contract Form forwards solicitation, quotes, and project information to the Contract Specialist who ~~to~~ initiates the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster "Limited Public Works Process" – up to \$49,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the city may award such a contract using the limited public works process.⁸
- A minimum of three electronic or written ~~quotations~~-bids from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder⁸.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- The Contract Specialist administers the contract process and if the contract is \$0-\$44,999 it is under the Mayor's signature authority threshold. If it is \$45,000 or more it is required to be approved for award by City Council.

Effective July 1, 2024: The previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the city may enter into direct contracting under certain conditions as specified in RCW 39.10.908 Section 15 or must solicit quotes from all on the appropriate roster.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
- The Contract Specialist administers the contract process and ~~if~~ the contract is required to be approved for award by City Council.

Small Works Roster Process — Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city chooses to solicit bids-quotes from less than all the appropriate contractors on the appropriate small works roster the city must also notify the remaining contractors on the roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:
 - publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - mailing a notice to these contractors; or
 - sending a notice to these contractors by facsimile or email
- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Effective July 1, 2024: The bid limit for using the Small Works Roster is modified to apply to work with an estimated cost of \$350,000 or less excluding state sales tax, and the city will notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to

⁷ [RCW 39.04.155\(3\)](#)

⁸ [RCW 39.04.350](#)

the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.

4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's check, postal money order, or surety bond.
6. Public bid opening is required.
7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
8. The Contract Specialist verifies the contractor is a responsible bidder.
- ~~8.9.~~ The Project Manager submits a Request for New Contract Form to begin the contract process.
- ~~9.10.~~ The Contract Specialist ~~determines-verifies the~~ contract award approval requirements and, if required, schedules and prepares the City Council documents.
- ~~10.11.~~ The Contract Specialist administers the contract process.

H. Requests for Bid Documents

The City of Anacortes Purchasing Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

Builders Exchange of Washington (BXWA) provides prime bidders, subcontractors, suppliers, and other interested parties, virtual free-of-charge access to a complete set of project bid documents, including the ability to download, view, print, order full/partial plan sets from numerous reprographic sources, and free access to an on line digitizer/take-off tool.

Therefore, the City designates BXWA as the official source of bid packages for most capital public work projects, which insures that all bidders receive complete documentation, including all addendum, changes, and clarifications.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

Effective June 7, 2018, all cities, towns, and port districts are authorized to use unit-priced contracts⁹. A unit-priced public works contract, sometimes called an “on-call” public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time (“indefinite quantity, indefinite frequency”). State statute defines a unit-priced contract as:

“[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.”

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular

⁹ [RCW 35.23.352](#)

project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined "unit price" for certain types of anticipated (but unplanned) work or trades over a certain time period.

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a "not-to-exceed" time and materials basis or a negotiated lump sum amount using the previously established unit prices.

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

To Bid a Unit-Priced On-Call Contract:

- Use the Formal Bid or Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year.~~Prevailing Wage rates in effect at the beginning date of contract year must be applied.~~
 - Specify that on an annual basis (12-month contract period) the Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as "on-call contracts" but actually fall under traditional public works contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain "jetting" (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the city's pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the city shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

What is a Responsive Bid?

Responsive bids are bids that are submitted on time with all of the information the city requested. Bids submitted after the submittal deadline or at the wrong location should be rejected as non-responsive – in other words, the city will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier's check, ~~certified check~~, or personal money order
- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in
- Certification of Compliance with Wage Payment Statutes

While it is possible to do a brief check when the bids are first opened, the city reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

~~Additional items may be required shortly after bid opening:~~

- ~~If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders~~
- ~~For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted¹⁰. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.~~

~~In addition, RCW 39.04.350(2) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:~~

- ~~A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.~~
- ~~A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three~~

~~projects of a similar scope and dollar volume within the past five years.~~

~~These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.~~

M. Responsible Bidder

The city is required to award public works contracts to a responsible bidder with the lowest responsive bid¹¹. This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders¹² must meet a number of mandatory criteria. The bidder must:

- At the time of bidding ~~be a registered contractor~~ have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
- Have a current Washington State Unified Business Identifier (UBI) number.
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#).
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#).
- Have a state excise tax registration number as required in [Title 82 RCW](#).
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#).
- ~~If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable~~
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).
- ~~Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW, or received exemption from this requirement by completing three or more public works projects and have had a valid business license in Washington for three or more years.~~
- ~~Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (www.sam.gov).~~

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder

¹⁰ [RCW 39.30.060](#)

¹¹ [RCW 39.04.010](#)

¹² [RCW 39.04.010](#), [RCW 39.04.350](#)

and the next two lowest bidders.

- For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted¹⁰. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, RCW 39.04.350(2) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

N. Apprenticeship Utilization Requirements¹⁵

Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.

O. Bid Deposit, Performance Bond, and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a deposit in the form of a cashier's check, postal money order, or surety bond~~certified check or bid bond~~ in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that ~~he/she/they~~ has~~have~~ not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney. In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent of the contract retained for a period of 30 days after the date of final acceptance¹³. The request will be evaluated and accepted or rejected by Legal.

P. Retainage

State law¹⁴ requires the city to withhold up to five percent (5%) of the contract price earned by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the city itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held¹⁵:

1. The most common is to have the city withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the city's standard form or one that is acceptable to the city for all or any portion of the contract retainage amount.
3. The amount(s) retained may be deposited by the city in an interest bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the city with a bank. This escrow option must utilize the city's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the city and any interest is paid to the contractor as it accrues.

Retainage requirements are not mandatory for non-public works supplies or services but may be used in the discretion of the department/division. Note that even when the city has required a performance bond for these types of contracts, retainage is not held unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the city will be released or otherwise disbursed according to the city's standardized contract close out process.

Q. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁶. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- Public works contracts require that each and every employer on the project file a

¹⁵ [RCW 60.28.011](#)

¹⁶ [RCW 39.12](#)

Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.

- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁸.
- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.
- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

¹⁷ [WAC 296-127-011](#)

¹⁸ [WAC 296-127-023](#)

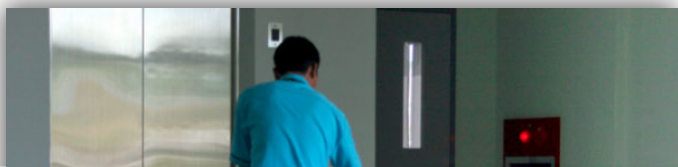
¹⁹ [WAC 296-127-025](#)

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁹. This should also be stated in the bid specifications and contracts. To look up current federal wage decisions by trade and county, see Wage Determinations Online-[at SAM.GOV](https://www.sam.gov).



SERVICES



~~XII.~~XIII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the city's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#). Contact the Contract Specialist for assistance.

The city will negotiate a contract with the most qualified firm at a price which the city determines is fair and reasonable. In making its determination the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highest qualified firm. Forward all documentation to the Contract Specialist for archiving. Once a firm has been selected, the Project Manager submits a Request for New Contract Form to begin the contract process. ~~information will be provided to the Contract Specialist who then administers the contract process.~~

B. Personal Services

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications.
2. If a formal Request for Proposals is needed, contact the Contract Specialist for assistance.
3. Submit all proposals and any evaluation documents ~~to the Contract Specialist who then administers contract process~~ through the Request for New Contract Form to begin the contract process.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Contract Specialist if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair or maintenance*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing. (*L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.*)

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The Contract Specialist must be involved in the formal bid or RFP process.
2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents ~~to the Contract Specialist who then administers contract process~~ through the Request for New Contract Form to begin the contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



~~XIII~~.XIV. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of “materials, supplies, and equipment” not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind. Services should also be pretty easy to identify. But sometimes the situation is ambiguous.

Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the Contract Specialist.

A. THRESHOLDS and LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
\$ -0- to \$2,500	Competition not required Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$2,501 to \$7,500	3 Quotes Requested Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$7,501 to \$15,000	MRSC Vendor Roster or Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head if under \$45,000; City Council if \$45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

***Approval:** The Department Head may only approve purchases that are provided for in the city budget and are under \$45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.

All dollar limits include freight, handling, set-up cost, and appropriate sales tax. Keep in mind that the cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

It is the Department Head's/Division Manager's responsibility to appoint who shall make purchases for their department on the city's behalf under the respective quote limits.

Effective June 30, 2024: Any purchase of supplies, material, or equipment not related to a public work with an estimated cost of more than \$40,000 shall be by contract. If the estimated purchase is between \$40,000 to \$50,000, purchases may be made using the vendor list process in RCW 39.04.190.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,500

1. A city representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Anacortes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be attached to the electronic invoice.
2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.

- In the request for quotes, be sure technical information defines acceptable quality and ~~insure~~ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.
- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

Effective June 30, 2024: The informal quote threshold is raised to \$10,000-\$40,000.

C. Vendor Roster – Materials, Supplies, or Equipment \$0 -\$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process²⁰. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Effective June 30, 2024: The Vendor Roster threshold is raised to \$50,000.

Publication:

At least twice a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster, ~~the Project Manager:~~

- ~~Drafts~~ a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Save the PDF of the MRSC Vendor Roster category as well as the PDF of the narrowed down list of vendors selected for solicitation.
- ~~Makes~~ a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment. The information given to each vendor must be identical.
- ~~Doesn't~~ Don't share ~~telephone~~ quotations from one vendor with other vendors

solicited for the bid on the materials, supplies, or equipment.

- Saves a written record of each vendor's bid-quote on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attaches them to the electronic invoice.
- Attach the PDFs saved from MRSC Vendor Roster to the electronic invoice.
- Send the following information to the Contract Specialist: the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded.

At least every two months, the city must post a list of contracts awarded using the Vendor Roster process. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,501+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public works and improvements contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision. Contact the Contract Specialist to discuss whether the formal bid or RFP process best fits your situation.

Effective June 30, 2024: The formal bid threshold is raised to \$40,001+.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time

of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- ~~Withdrawal of Bids - Cancellation of Awards.~~ Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and ~~notifies the Contract Specialist of the lowest responsible bidder~~submits a Request for New Contract Form to begin the contract process.
- ~~Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.~~
- The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
- ~~The Contract Specialist administers the contract process.~~

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract;
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. Whether the vendor can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the vendor with laws relating to the contract;
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the low bidder, send a memo stating specific reasons why the low bid is not acceptable to the Contract Specialist for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Telecommunications and Data Processing (Computer) Equipment or Software

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

1. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
2. The RFP must identify significant evaluation factors, including price, and their relative importance.
3. The city must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The award must be made to the qualified bidder whose proposal is "most advantageous" to the city.
5. The city may reject all proposals for good cause and request new proposals.

Equipment Purchase vs. Installation. RCW 39.04.270 authorizes the competitive negotiation process for the "acquisition" of electronic data processing or telecommunications "equipment, software, or services." This likely includes installation services too since installation may require specialized knowledge of the systems. This means that installation would not have to be bid separately from the equipment purchase. However, any installations meeting the definition of a "public work" in RCW 39.04.010 would still be subject to any other public works contracting requirements such as prevailing wages, bonds, retainage, and bidder responsibility criteria.

~~XIV~~.XV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes²¹ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

A resolution waiving competitive bidding due to any exception is required and must be presented to City Council for review and approval. The resolution will be prepared by the Contract Specialist and should include estimated project/purchase costs.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider to fall within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director or Contract Specialist should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - Licensed or patented good or service
 - Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - Meets city standards (i.e. water meters)
 - Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality’s needs. In *Smith v. City*

²¹ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

of Seattle, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city's procedure was proper in the absence of abuse of discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the city's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider. Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the city's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. ~~If you~~ **Project Managers who** have used expansive specifications and find significant data that indicate a sole source, ~~complete~~ **may complete** a [Sole Source Justification Form](#) and submit to the Contract Specialist.
- ~~Sole source waivers require a City Council resolution.~~
- ~~The Contract Specialist will prepare the City Council documents and administer~~

~~the contract process.~~

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating “the factual basis for the exception”.

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if an employee wishes to invoke “special market conditions” to waive the bidding requirements, the Contract Specialist and City Attorney should be consulted.

Auctions

Sometimes the city will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department ~~Head Director~~ must pre-approve an upper bidding limit, (which must be within the approved city budget), for the person doing the bidding.

C. Emergency Public Works and Purchases

For purposes of this section "emergency" means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergency work is only for the repair and/or restoration of facility/utilities/infrastructure to pre-damage conditions or current standards. Any betterment is not an emergency and will be planned, designed, and administered through the standard competitive processes.

When an emergency arises and City staff determine that they must make emergency purchases and/or cannot perform the required work, staff must contact the Public Works Director.

If the Public Works Director determines an emergency situation exists and a contractor(s) needs to be called in or purchases made, the Director will notify the Mayor, who is authorized by Anacortes City Code 1.30.090 to declare an emergency and enter into emergency contracts.

Upon declaration of the Mayor that an emergency situation exists, and upon the Mayor's authorization, required purchases can be made and contractor(s) can be called upon to make the necessary repairs.

Emergency Purchasing Procedures (not connected with a public works project)

1. When circumstances require immediate purchase of materials, supplies, or equipment to respond to an emergency City staff shall conduct competitive solicitation to the extent practicable given the emergency and in keeping with the dollar value of the acquisition. Any emergency purchase shall be documented by the Department with a written explanation of the emergency.
2. If the emergency purchases are over the City's bid limits staff will notify the Contract Specialist of the purchases on the first working day following the emergency situation.
3. If the emergency purchases are over the City's bid limits Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following the emergency purchases.

Emergency Public Works Procedures

1. Prior to emergency public work commencing the Project Manager must verify through <https://secure.ini.wa.gov/verify/> that the proposed contractor(s) meet the following mandatory requirements:
 - a) At the time of quote submittal be a registered contractor in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
 - b) Have a current Washington State Unified Business Identifier (UBI) number.
 - c) Have a Washington State Employment Security Department (ESD) account as required in Title 50 RCW.
 - d) If applicable, have industrial insurance/workers' comp coverage required in Title 51 RCW.
 - e) Have a state excise tax registration number as required in Title 82 RCW.
 - f) Have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries.

- g) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
 - h) Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (sam.gov).
 - i) If quoting on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable
 - j) Meet any supplemental criteria requirements, if applicable.
- The Project Manager will save a copy of the verification check.
2. Before any work commences the contractor(s) must review and sign an Emergency Public Work Agreement form, outlining prevailing wage and bond requirements and payment type/schedule. The Project Manager will provide the contractor signed Emergency Public Work Agreement form to the Contract Specialist as soon as possible.
 3. The first working day following the emergency situation, the Project Manager will notify the Contract Specialist of:
 - a) The need for the emergency work.
 - b) The name(s) of contractor(s) called in to perform the work and provide copies of the L&I verification check(s).
 - c) The type of work being performed by the contractor(s) and any required construction specifications or standards that apply to the work.
 - d) The estimated cost of the work and payment type.
 4. The Contract Specialist will issue the emergency contracts and the contractor(s) will be required to execute the contract and provide all required bonds and insurance documents within five (5) working days of the work commencing.
 5. The Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following award of the emergency contract(s).

~~For purposes of this section "emergency" means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive bidding may be waived subject to the following process:~~

- ~~1. Obtain concurrence of the Department Head or designee that a qualifying~~

~~emergency requiring immediate acquisition of goods or services exists.~~

- ~~1. The Project Manager must inform the contractor that prevailing wage rates apply and the paperwork will be required as soon as possible, and before payment is made.~~
- ~~2. Promptly notify the Contract Specialist of emergency situations by submitting a memo describing the situation as soon as an emergency is known.~~
- ~~3. The Contract Specialist prepares the contract and City Council documents.~~
- ~~4. Once approved by City Council, the Contract Specialist sends the contract, bonds and insurance requirements to the contractor. Work may begin without the required documents but the executed contract must be obtained, along with an executed bonds, and insurance documentation, as soon as possible, and before any payment is made.~~

~~State law requires that if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract²².~~

~~Public works and improvements emergencies (e.g., broken water main, washed out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state and federal laws do not exempt these requirements during an emergency.~~

D. Inter-Governmental Cooperative Purchases

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "interlocal agreement") which must be approved by City Council. Contact the Contract Specialist for assistance through this process.

Prior to making a purchase under such an agreement, the city must ensure that the host agency complied with its own statutory contracting requirements and posted the solicitation online, and that the vendor agreed to the arrangement through the initial solicitation documents. ~~the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable within the city's purchasing policy by using the. The originating agency must also have fulfilled one of two additional public notice requirements:~~

~~Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.~~

~~Provided an access link on the state's web portal to the notice.~~

The originating agency's procurement, advertisement, and contract documents should,

~~and the completed must~~ be saved with the city's contract documents.

The city may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions. When practical, the city should include language in its solicitations that allows other public agencies to purchase from Anacortes' contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Anacortes.

~~The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.~~

E. Pollution Control Facilities

Chapter ~~70A.210.110 70.95A RCW~~, relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term "facility" is defined to mean "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution." "Pollution" is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood "Self-Help" Projects

~~Without regard to competitive bidding laws for public works, the city may contract with a chamber of commerce, a service organization, a community, youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, public square, other public spaces, or port habitat site, installing equipment or artworks, or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, or for an environmental justice stewardship or sustainability project, and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses. The city may contract with certain groups to do neighborhood improvement projects without regard to the competitive bidding laws. These groups include chambers of commerce, service organizations, community, youth, or athletic associations, or other similar associations located in and providing service to the immediate neighborhood. The contracting association may make park and recreation improvements, install equipment and artwork, and provide maintenance services while being reimbursed by the city for its expenses.~~ The consideration received by the city (the improvements, artwork, etc.) must be at least equal to ~~three-two~~ times the city's payment to the association. All payments

made by the city under the authority of this section for all such contracts in any one year shall not exceed ~~twenty-seventy~~-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets²³

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the “actual cost” of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual construction. The state is reimbursed from the city’s share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

~~XV.~~XVI. ADDITIONAL/SPECIAL CONSIDERATIONS

When hiring anybody to do anything for the city, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the city with a Certificate of Insurance, naming the City of Anacortes as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor’s License

It is unlawful for the city to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor’s License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor’s License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Anacortes Business License

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.

A City of Anacortes business license is required for any business working inside the city

²³ [RCW 47.24.050](#)

~~limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. You may look up business licenses on the~~
Error! Hyperlink reference not valid.

~~XVI.~~XVII. DISPOSAL OF SURPLUS PROPERTY

The city has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedures](#) for more information.

~~XVII.~~XVIII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparables.

Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

~~XVIII.~~XIX. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services.

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.
- Sales tax on services are coded to the location where they are performed.
- Over-the-counter (in person) sales are based on the location of the sale.

To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](#).

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected

sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the city still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the city still must pay use tax.
- Personal property is acquired with the purchase of real property.

~~XIX.XX.~~

~~XX.XXI.~~ FREIGHT

A. Shipping Terms

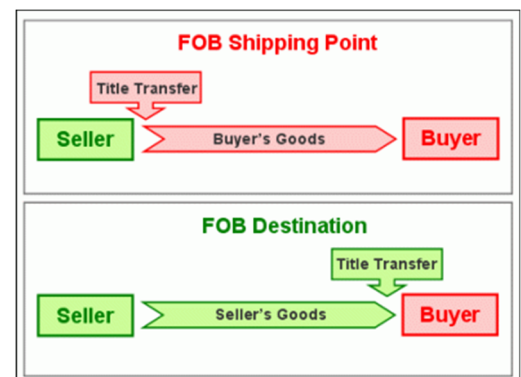
Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the city) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin or shipping point, the city owns the merchandise from the point of shipping while it is in transit.

Freight Prepaid or Freight Collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for



1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most carriers will frequently waive inspection. Indicate person contacted on the claim form.
5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

~~XXI.~~ XXII. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Anacortes

Accounts Payable

PO Box 547

Anacortes, WA 98221

360-299-1962

or by email to accountspayable@cityofanacortes.org

All questions regarding payments should be directed to the city Accounts Payable.

Invoices related to contracts are processed by the Contract Specialist.

The City of Anacortes offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the [EFT/ACH form](#) and return it to the City of Anacortes.

Accounts payable checks are paid on the next business day after approval at a regular

City of Anacortes City Council meeting.

A P-Card is an alternate way to pay for something. See the City's [policy](#) for details and requirements.

~~XXII.~~ XXIII. APPENDICES

A. ~~Glossary~~ Definitions

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by city and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the city formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by

signing and dating the document and initialing any changes.

Notice of Completion (NOC)

After final acceptance of any public works project over \$35,000, a public agency must file a NOC with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁴. Each state agency must approve the NOC separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²⁵.

Ordinary Maintenance

Ordinary maintenance is defined as maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Public Work

“Public work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for

²⁴ [RCW 60.28.051](#)

²⁵ [RCW 60.28.060](#)

delivery.

B. [Matrix of Contract Requirements – through 6/30/2024](#)

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$116,155	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$49,999	3+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Yes	Yes	If \$35K+
	\$50,000-\$249,999	All on Roster list or 5+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,500	3+	No	No	No	No	No	No	No	No	No
	\$7,501+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

Matrix of Contract Requirements – effective 7/1/2024

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

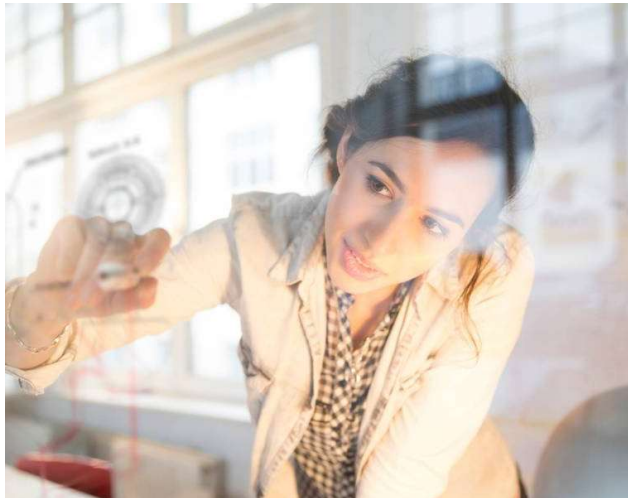
	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$150,000	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$150,001+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver for 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$150,000	enter into direct contracting under certain conditions as specified in RCW 39.10.908 <u>or</u> must solicit quotes from all on the appropriate roster	No	No	No	If \$45K+	Under \$5,000 – No retainage required; or 5%, or 10% with Bonds Waiver	•Yes, or •Under \$5k – not required, or •Waiver of bonds for 10% Retainage	Yes; Under \$5,000 – Combo Forms allowed	Yes	If \$35K+
	\$150,000-\$350,000	must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$10,000	1+	No	No	No	No	No	No	No	No	No
	\$10,001-\$40,000	3+	No	No	No	No	No	No	No	No	No
	\$40,001+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$50,000	3+	No	No	No	No	No	No	No	No	No
	Over \$50,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

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Resolution 3123: Updating Purchasing Policy

July 24, 2023



Introduction

The City Purchasing Policy adopted by Resolution covers all phases of City procurement and contracting. It provides guidance and procedures for City contracting.

7/24/2023

Resolution 3123

2

Overview

Bid Limits

Small Works Roster

Apprenticeship Requirements

Community Service Contracts

Compost Procurement

Emergency Contracts



7/24/2023

Resolution 3123

3



Bid Limits

State Law Updates – Effective 6/30/24

Public Works Contracts

- Multi-trade projects will increase from \$116,155 to \$150,000

Supplies and Materials

- Purchase of supplies, materials, equipment not related to public work will increase from \$7,500 to \$40,000
- Vendor roster process will increase from \$40,000 to \$50,000
- Staff recommend quote threshold be increased from \$2,501 to \$10,000



Small Works Roster

State Law Updates – SB 5268

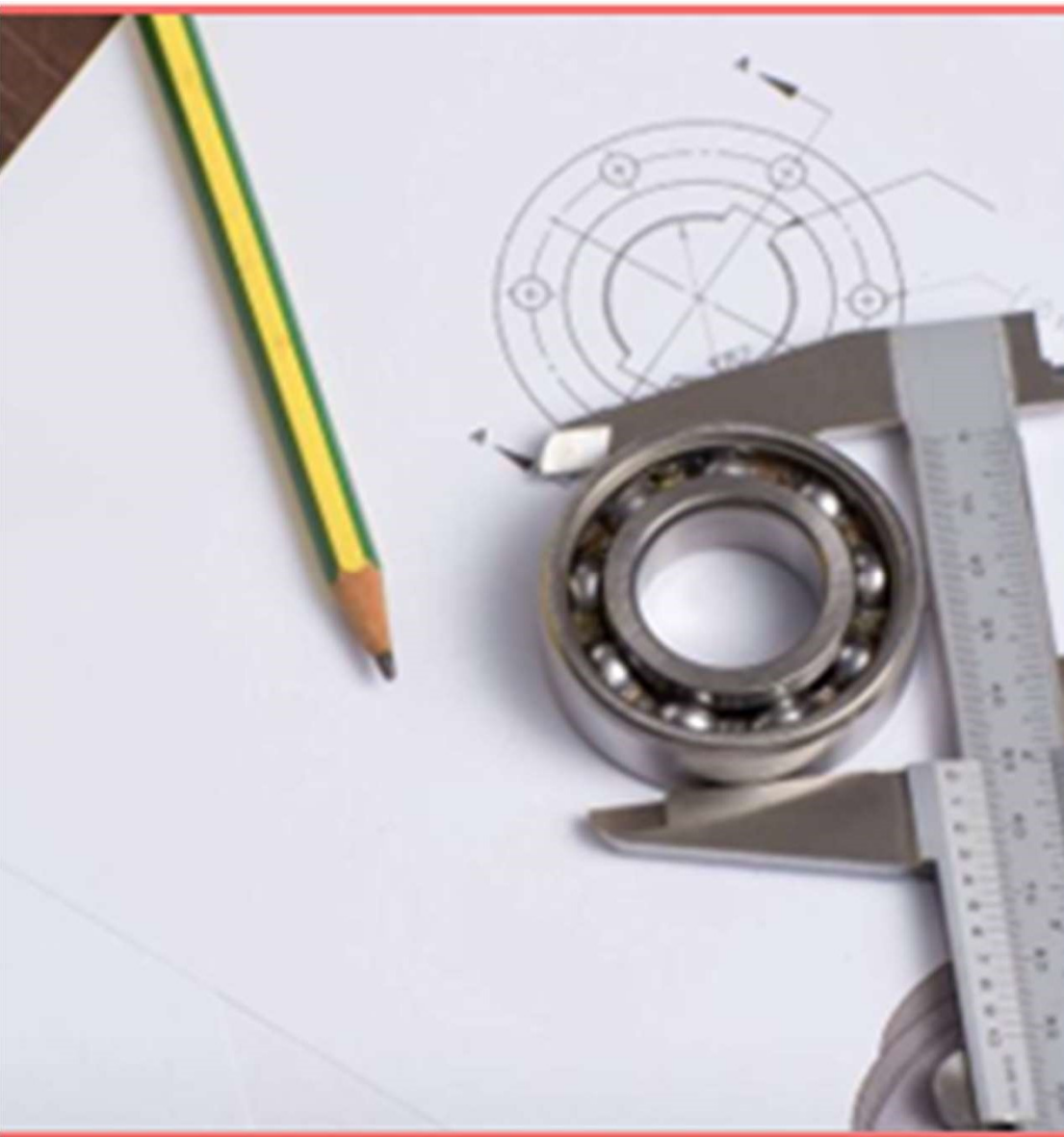
Effective July 1, 2024

- Limited public works threshold will increase from \$50,000 to \$150,000
- Direct contracting will be allowed under certain conditions
- For projects between \$150,000-\$350,000, the City will now have to notify all contractors in a particular roster category

7/24/2023

Resolution 3123

7



Apprenticeship Requirements

State Law Updates – HB 1050

Effective July 1, 2024

- Public works contracts estimated to cost over \$2 million must require at least 15% of total labor to be done by apprentices

Effective July 1, 2026

- Public works contracts estimated to cost over \$1.5 million must require at least 15% of total labor to be done by apprentices

Effective July 1, 2028

- Public works contracts estimated to cost over \$1 million must require at least 15% of total labor to be done by apprentices



Community Service Contracts

State Law Updates – HB 1086

- RCW 35.21.278 allows smaller agencies to contract directly with community services organizations without competitive bidding
- HB 1086 increases the limit on the yearly value from \$25,000 to \$75,000



Compost Procurement

Compost Procurement

- Chapter 43.19A requires agencies to adopt programs and ordinances on compost procurement
- City adopted Chapter 2.86 AMC regarding compost procurement
- Requires local preference in obtaining compost materials for City projects

7/24/2023

Resolution 3123

13



Emergency Contracting

Emergency Contracting

- Consistent with Ordinance 4055, lays out procedures for emergency contracting
- Allows Mayor to declare emergency and then contract for goods or services
- Council must then ratify declaration

Thank you



Resolution 3123

Questions?

7/24/2023

16



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.e.

Agenda Item Title: Interlocal Agreement 23-092-PRK-003 for the Administration of the Tommy Thompson Trail Trestle Causeway Replacement Planning

Staff Contact(s): JONN LUNSFORD

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

Item Summary: The City and Samish Indian Nation are working in partnership on a feasibility study of the removal and replacement of the Tommy Thompson Trestle. This agreement outlines the responsibilities of both parties. Grant funding for this work has been arranged from the State's Recreation and Conservation Office. The Samish Nation has been awarded grant matching funds that will be available to the City through this Interlocal Agreement.

Budget Impact:

The Nation will reimburse the City up to \$210,000.00 to match funds from the Recreation and Conservation Office related to the Thompson Trail Trestle Planning grant, 20-1605P. This is currently in the Capital Facilities Plan as a budget item for this year. This is estimated to be a \$350,000 project through the Parks and Recreation Capital Projects. It is likely it will extend into 2024.

Previous Action: Discussion at the Parks and Recreation Advisory Commission. Interlocal [23-092-PRK-002](#) for the Thompson Trail Trestle and Causeway Replacement Design Funding from DNR was approved at the [3/13/23](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 23-092-PRK-003 between the City of Anacortes and the Samish Indian Nation.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-092-PRK-003
2. Interlocal Agreement 23-092-PRK-003

**INTERLOCAL AGREEMENT #23-092-PRK-003
BETWEEN THE
SAMISH INDIAN NATION
AND THE
CITY OF ANACORTES
FOR THE ADMINISTRATION OF THE
TOMMY THOMPSON TRAIL TRESTLE CAUSEWAY REPLACEMENT PLANNING**

This agreement is made and entered into on _____, by and between the Samish Indian Nation, a federally recognized Tribal Nation in the State of Washington, hereinafter called "the Nation" and the City of Anacortes, a municipal corporation of the State of Washington, hereinafter called "City", hereinafter individually called "Party" or collectively "Parties".

I. RECITALS

WHEREAS, the Nation and the City have authority under the Washington Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into this Interlocal Agreement ("Agreement") as set forth herein; and

WHEREAS, the Nation and the City intend to collaborate on a feasibility study and planning grant for the removal the causeway and replacement of the Tommy Thompson Trail trestle in Anacortes (hereinafter the "Project"); and

WHEREAS, the City has received grant #20-1605P for \$205,000.00 through the Department of Fish and Wildlife acting through the Recreation and Conservation Office for the Project; and

WHEREAS, the Nation has received Federal Transportation Alternatives Program (TAP) grant funding in the amount of \$160,650.00 through the Skagit Council of Governments (SCOG) for the Project; and

WHEREAS, the Nation has received \$49,350.00 in Bureau of Indian Affairs (BIA) Tribal Transportation Implementation Plan FAST-act funds, #A16AV00147 for the Project; and

WHEREAS, the Nation and the City agree that improving the health and habitat of Fidalgo Bay and reimagining the Trestle design are mutually supportive goals that may result from this project; and

WHEREAS, the proposed Trestle improvements are identified City's Capital Facilities Program and in the Nation's approved Long Range Transportation Plan and Tribal Transportation Improvement Program and on the National Tribal Transportation Facility Inventory (NTTFI).

NOW, THEREFORE, the Parties hereto, in consideration of the promises, mutual covenant and agree as follows:

II. AGREEMENT

A. CITY OBLIGATIONS

1. Project Overview.

- a. The City is conducting a planning study and providing Contract Acceptance pursuant to the Washington State Department of Transportation Local Agency Guidelines Manual ("LAG Manual") for the Samish federal funding for the Project.
- b. The purpose of this Agreement is to evaluate and plan for the Project, which would remove the Tommy Thompson Trail trestle and causeway and replace the trestle with a more sustainable structure with fewer environmental impacts.

2. Request for Qualifications.
The City shall secure the services of necessary professional consultants pursuant to the Washington State Department of Transportation Local Agency Guidelines Manual ("LAG Manual"). Any plans and specifications for the Project shall meet City Public Works construction standards and comply with applicable federal and state requirements, including those set forth in the LAG Manual. The City shall, upon completion of plans and specifications, obtain as necessary, estimates for construction of the Improvements as required by Chapter 39.04 RCW.
3. Permits.
The City shall seek to obtain all necessary permits in which the City has jurisdiction and in accordance with the City's Municipal Code.
4. Records.
The City or third-party administrator shall keep complete records of all its activities hereunder. The Nation will provide the City with a list of records the Nation is required to maintain by or submit to relevant federal agencies, and the City shall provide a copy of any such records in the City's possession to the Nation. The City shall not be required by this Agreement to retain additional records or records beyond their prescribed retention requirements under the Public Records Act at Chapter 42.56 RCW. All records shall be maintained in conformance with Washington law. The Nation may request, obtain, and retain any records it deems necessary to fulfill its funding obligations under the sources outlined in Section I.

B. PAYMENT OF COSTS AND EXPENSES/OWNERSHIP OF IMPROVEMENTS

1. Payment of Expenses.
The Nation will reimburse the City up to \$210,000.00 to match funds from the Recreation and Conservation Office related to the Thompson Trail Trestle Planning grant, 20-1605P. The Parties expect that all Expenses, including planning level study and project management, inspection fees, and project administration fees, which are reimbursable to the City ("City Reimbursable Expenses") will be paid by the Nation using federal Tribal Transportation Alternative Program funding and/or other funding approved by the Nation. The Nation shall be responsible for all City Reimbursable Expenses related to the Project. The City will work with the Nation on all compliance requirements per funding sources. The City shall not be responsible for any loss of grant funds or interruption of federal funding for any reason. The City shall seek reimbursement for City Reimbursable Expenses payments from the Samish Indian Nation. All change orders resulting in change of cost need to be approved by Samish Indian Nation prior to work being performed. Samish Indian Nation is not responsible for any additional cost or expenses that have not been approved by the Nation.

C. MISCELLANEOUS PROVISIONS

1. Legal Provisions.
This Agreement shall be construed pursuant to the laws of the state of Washington. Venue for any suit or action between the parties shall be exclusively in Skagit County Superior Court. The prevailing party in any action shall receive an award of its reasonable attorney's fees and costs, including those incurred on appeal.
2. Duration.
The term of this Agreement shall commence upon mutual acceptance by the parties and terminate when the projects are complete, final acceptance has been made, all expenses have been paid and any disputes resolved; provided, that the parties accrued rights and obligations at the time of termination as established herein, including, but not limited to, the provisions in this Paragraph C, shall survive termination.

3. Administration/Notices.

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

The Nation's representative shall be Jon Barrett, Planning Director.

The City's representative shall be Jonn Lunsford, Project Manager.

Any notice required to be given in writing pursuant to the terms of this Agreement shall be addressed as follows:

To the Nation:

Samish Indian Nation
c/o Jon Barrett
8327 Summit Park Road
Anacortes, WA 98221
Phone: (360) 726-2781
Email: jbarrett@samishtribe.nsn.us

To the City:

City of Anacortes Parks and Recreation
c/o Jonn Lunsford
P.O. Box 547
Anacortes, WA 98221
Phone: 360.299.1953
Email: jonnl@cityofanacortes.org

With copy to:

City of Anacortes Legal Department
c/o Tiffany Matson
P.O. Box 547
Anacortes, WA 98221
Phone: 360.299.1971
Email: contracts@cityofanacortes.org

Any notice addressed to the postal address to the recipient, as set forth above, shall be deemed delivered and received the third day thereafter, any email message shall be deemed delivered upon transmission. The Parties shall be deemed to have received such notices at the addresses and telephone numbers listed above, unless the Party(ies) shall have given written notice to the other Party of any change(s).

4. Mutual Indemnity.

- a. The Nation shall indemnify the City for any claim of loss by a third party for personal injury or property damage to the extent such loss resulted from an act or omission of the Nation, its employees or its agent. Such indemnity obligation includes the amount of any judgment in favor of such a third party and the cost of defense of any claim, including attorney fees.
- b. The City shall indemnify the Nation for any claim of loss by a third party for personal injury or property damage to the extent such loss resulted from an act or omission of the City, its employees or its agent. Such indemnity obligation includes the amount of any judgment in favor of such a third party and the cost of defense of any claim, including attorney fees.
- c. Each Party shall, upon learning of any third-party claim or potential third-party claim, shall give written notice of such claim or potential claim to the other Party.

d. No Party shall admit liability of the other Party nor settle or compromise any claim in a manner requiring contribution from or imposing liability on the other Party without the other Party's prior written approval.

5. Relationship of Parties.

The Parties are not acting as partners or as joint venturers hereby. Neither Party assumes the liabilities of the other Party related to the activities contemplated hereby. This Agreement shall not be construed to confer any benefit on any person or entity not a Party hereto.

6. Integration/Amendment.

This Agreement constitutes the entire understanding between the Parties and any oral agreements or representations shall be disregarded. Any amendments to this Agreement shall become effective only upon mutual written agreement of the Parties.

7. Interpretation.

No inference or presumption shall be drawn if a Party or its attorney prepared and/or drafted this Agreement; it shall be conclusively presumed that the Parties participated equally in its preparation and/or drafting. Each Party was represented by counsel in the preparation of this Agreement. Should any provision of this Agreement be held by a court to be invalid or unenforceable, the other provisions shall remain in full force and effect.

8. Force Majeure.

If either Party is rendered unable, wholly or in part, by force majeure or any other cause of any kind not reasonably within its control to perform or comply with any obligation or condition of this Agreement upon giving written notice to the other Party, such obligation or condition shall be suspended during the continuance of the inability so caused and such Party shall be relieved of any liability during such period. The term force majeure shall include, without limitation by the following enumeration, acts of God, federal, state, county, or municipal orders, regulations or directives of any governmental authority or persons purporting to act therefor, or when the supply of product or any facility of production, manufacture/storage, transportation, distribution or delivery contemplated by either Party is prevented or delayed by terrorist or enemy attack, pandemics, riots, other disturbances, earthquakes, hurricanes, strikes, or lockouts of any class of workmen, or stoppage of labor, or damage to piers or essential equipment, floods, fire, explosion, or destruction from any cause of any character either similar or dissimilar to the foregoing and reasonably beyond the control of the Party failing to perform.

9. Signing/Recording.

This Agreement may be executed in counterparts and shall be recorded with the Skagit County Auditor at the Nation's Expense.

10. Dispute Resolution.

In the event of a dispute between the City and the Nation regarding the rights, duties, or liabilities of the parties under this Agreement, or the delivery of services under this Agreement, the Nation's Tribal Council; and the City Council shall designate representatives who shall review such dispute and discuss options for resolution. If any dispute, controversy, or claim arising out of or relating to this Agreement or the alleged breach of such Agreement cannot be resolved by the parties, such dispute shall be submitted to binding arbitration in accordance with the rules and procedures of the Commercial Rules and Expedited Procedures of the American Arbitration Association, with appeal limited to that set forth in Chapter 7.04 RCW. The judgment or award rendered by the arbitrator may be entered and

enforced in Skagit County Superior Court. In any arbitration or suit to compel arbitration or to enforce an arbitrator's award, the prevailing party shall receive an award of its reasonable attorney fees and costs, including those incurred on appeal.

11. Nation's Limited Waiver of Sovereign Immunity; Jurisdiction; Binding Arbitration; Remedies Against Tribal Assets; Tribal Council Resolution.

- a. The Nation expressly and irrevocably grants a limited waiver of its immunity and consents to suit by City and only for the benefit of the City in the Skagit County Superior Court and in the United States District Court for the Western District of Washington, and if the Skagit County Superior Court and the United States District Court for the Western District of Washington are without, abstain, or decline to exercise jurisdiction, in the Samish Tribal Court, at the City's sole option, to enforce the terms of this Agreement. The Nation's limited waiver of sovereign immunity in this Agreement is only for the benefit of the City and confers no rights or benefits on any third party. This the jurisdiction conveyed pursuant to this waiver attaches only after the arbitration provisions herein have been rightfully exercised and only to enforce the terms of such arbitration. No judgment, decision, or action may encumber any tribal property or attach to any tribal property and may only be paid for by unrestricted tribal funds.
- b. The Nation and City voluntarily submit themselves to the exclusive jurisdiction of the Skagit County Superior Court, to the exclusion of any other court, forum, remedy, or proceeding, to resolve any Dispute; provided, however, if for any reason the Skagit County Superior Court does not have, abstains, or otherwise declines to exercise subject matter jurisdiction over any Dispute, the Nation and City voluntarily submit themselves to the exclusive jurisdiction of the United States District Court for the Western District of Washington, to the exclusion of any other court, forum, remedy, or proceeding, to resolve any Dispute; and, farther provided, if for any reason the United States District Court for the Western District of Washington is without, abstains or otherwise declines to exercise subject matter jurisdiction over any Dispute, the Nation and City voluntarily submit themselves to binding arbitration as the exclusive remedy to resolve any Dispute ("Binding Arbitration"). The Commercial Arbitration Rules of the American Arbitration Association shall apply in Binding Arbitration. If a question exists whether a matter is a Dispute subject to Binding Arbitration, that question shall be decided solely by the arbitrator(s), whose decision shall be final and binding, the same as any other matter subject to Binding Arbitration herein. Costs of the arbitration shall be borne equally by the parties. Under American Arbitration Association rules, the arbitrator(s) is limited to entry of an order or judgment to enforce the terms of this Agreement. Each Party consents to suit solely by the other Party in the Skagit County Superior Court and the United States District Court for the Western District of Washington in the order and subject to the considerations described in the first sentence of this subsection, and in the Samish Tribal Court solely at the instance of the City if and after the Skagit County Superior Court and the United States District Court for the Western District of Washington both determine, or the Parties agree, that such courts are without jurisdiction or such courts abstain or otherwise decline to exercise jurisdiction to (i) enforce the Parties' agreement to resolve any Dispute by Binding Arbitration; (ii) confirm, enter judgment on, and enforce any award arising out of Binding Arbitration in accordance with standards set by the Federal Arbitration Act; and (iii) vacate, modify, or correct any decision or award arising out of Binding Arbitration in accordance with standards set by the Federal Arbitration Act. As to any Dispute submitted to Binding Arbitration, the parties expressly waive

any right to seek judicial remedies, except as provided above, including the right to a jury trial. In a Binding Arbitration proceeding, interpretation of this Agreement shall be governed by Washington state law.

- c. The parties agree that the City shall have all legal remedies available now and during the term this Agreement under Washington state law, except as limited by this Agreement.
- d. To the extent exhaustion of tribal remedies under federal law may apply to any dispute that arises under this Agreement, the Tribe expressly waives any such exhaustion requirement in favor of the dispute resolution procedures set forth in this Section. If for any reason any Dispute is deemed to be or may be subject to any rule of law, equity, comity, or otherwise requiring exhaustion of Tribal remedies, the Parties designate Binding Arbitration, including procedures for enforcement and review thereof, as provided in subsection b herein, as the exclusive Tribal remedy. If any proceeding is initiated in any Tribal Court or any other Tribal forum, whether legislative, executive, judicial, or otherwise, relating to a Dispute without City's advance written consent (a "Proceeding"), the Nation shall immediately give notice thereof to the City and seek dismissal of such Proceeding and take and follow such other action relating to such Proceeding as required by the City.

IN WITNESS THEREOF, the Samish Indian Nation has caused this instrument to be executed by its Chairman, being thereunder duly authorized, and the City of Anacortes has caused this instrument to be executed by its Mayor, being thereunto duly authorized.

SAMISH INDIAN NATION, WASHINGTON

Thomas Wooten, Chairman

APPROVED AS TO FORM

Dorsay & Easton LLP, Samish Tribal Attorney

CITY OF ANACORTES, WASHINGTON

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetham, City Attorney



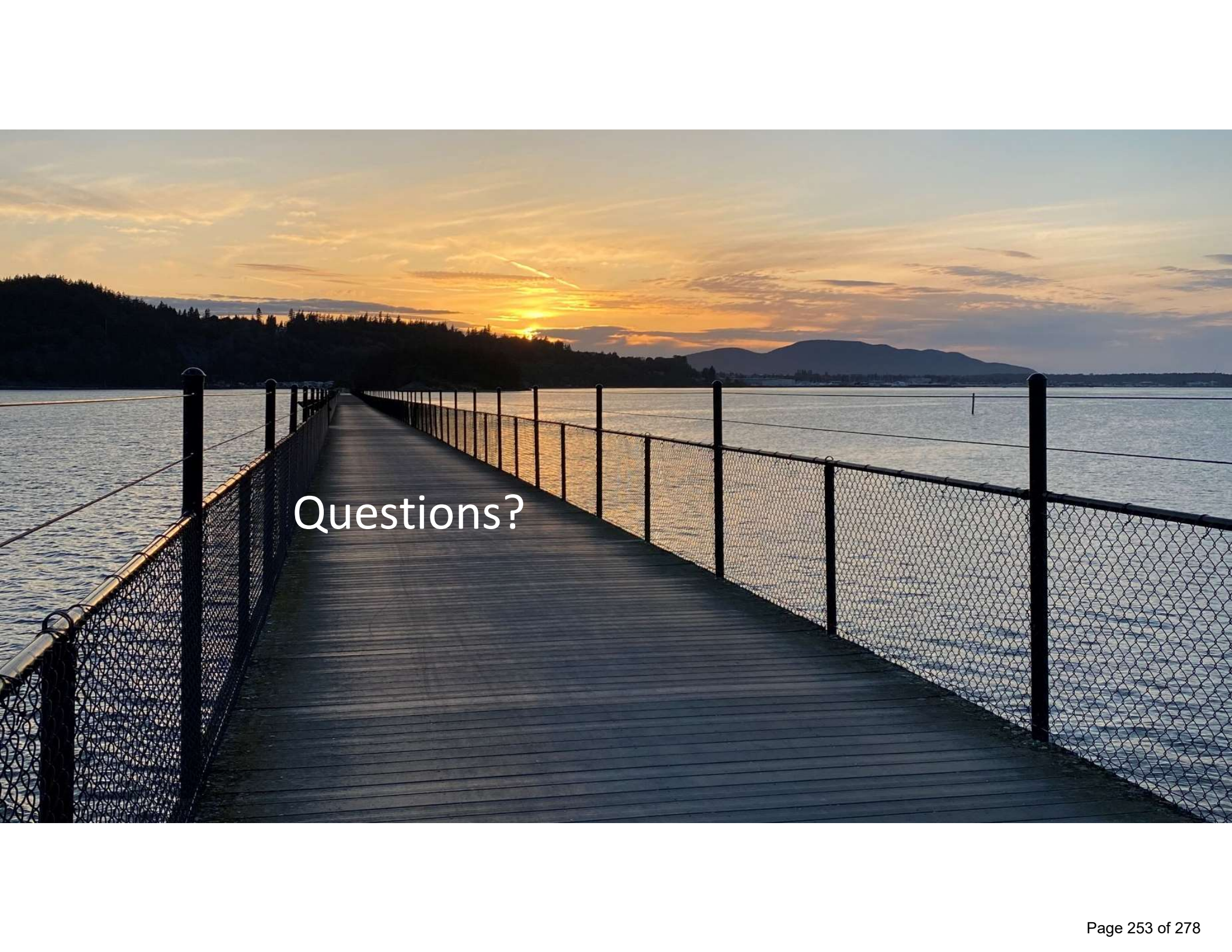
Interlocal Agreement 23-092-PRK-003

Thompson Trail Causeway and Trestle Replacement Planning

A scenic photograph of a wooden trestle bridge extending over a body of water. The bridge has a metal railing with a chain-link fence. The sky is a mix of orange, yellow, and blue, indicating sunset or sunrise. Evergreen trees are visible in the foreground and background, framing the scene.

Thompson Trail Trestle Planning Grant –State
RCO 20-1605.

Collaboration between the City of Anacortes,
Samish Indian Nation, Washington State
Department of Natural Resources.



Questions?



City Council Agenda Bill

Meeting Date: July 24,
2023

Agenda Item: 6.f.

Agenda Item Title: Ordinance 4054: AMC Chapter 10.12 Parking Code Update

Staff Contact(s): RYAN WALTERS

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

GREG FRANCIOCH
DARCY SWETNAM
STEVE HOGLUND

Ordinance

Item Summary:

Note: Proposed changes discussed by the Council in previous meetings are reflected in strike-through and underline in the updated draft ordinance. A geographic depiction of the proposed parking code changes can be found [here](#).

This proposed ordinance completely revises and reorganizes Chapter 10.12 of the Anacortes Municipal Code regarding parking. Because the proposed changes are so complex, they are not shown in the attachment in strike-through and underline. Instead, the proposed changes are highlighted via notes shown in blue background. Several of the provisions of the proposed code chapter would address recent parking problems throughout the city.

Notably, this ordinance:

- Completely reorganizes the parking code.
- Organizes street segments into tables rather than long sentences and paragraphs.
- Incorporates by reference state parking laws and definitions.
- Deletes AMC 10.12.090.C creating a permit system for parking on city streets as a temporary place of abode.
- Creates a new restriction on parking "oversize vehicles" (AMC 10.12.340) for more than 8 hours in residential areas or the Commercial Marine zone.
- Creates enforceable limits for parking in city parks, in the Washington Park trailer parking lot, and on the Washington Park Loop Road.
- Creates procedures for towing and impoundment of vehicles in violation of these provisions, including immediate impound in certain circumstances, including for

vehicles that are causing an illicit discharge into the stormwater system.

- Clearly articulates authority for towing and impoundment of vehicles used as a residence, subject to the limitations imposed by recent state case law finding that the Homestead Act protects a person's interest in a vehicle.

City staff reviewed an earlier draft of the proposal and provided comments. Where their comments have not been accepted into the text, they are identified by notes shown in yellow background.

Budget Impact:

N/A

Previous Action: Council previously considered a portion of this proposal -- an earlier iteration of the oversize parking section -- on November 21, November 28, and [December 5, 2022](#). Council deferred action on that proposal until a more comprehensive rewrite of the parking code chapter could be completed. The first read of the proposed ordinance was during the [June 26, 2023](#) City Council meeting and the second read was during the [July 17, 2023](#) meeting.

Recommended Motion: I move to adopt Ordinance 4054 updating Anacortes Municipal Code Chapter 10.12 Regarding Parking Regulations

Alternative Actions:

Attachments (listed in order presented):

1. AMC Chapter 10.12 Parking 2023-07-20 v2
2. Written Public Comment - Cynthia Richardson

**City of Anacortes
Ordinance No. 4054**

An Ordinance Repealing and Replacing AMC Chapter 10.12 Regarding Parking Regulations

Whereas Chapter 10.12 in the Anacortes Municipal Code has never been comprehensively reorganized;

Whereas the City's parking code requires updates and modernization to effectively address improper use of the street and right-of-way;

Whereas the marine waterways provisions of existing AMC 10.12.230-250 are more properly organized in their own chapter;

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

Section 1. The Anacortes Municipal Code is amended as follows:

New AMC Chapter 10.80, Marine Waterways, is created.

Existing AMC Chapter 10.12.230-250 regarding marine waterways encroachment prohibitions, are recodified to AMC 10.80.020-060.

AMC Chapter 10.12, Stopping, Standing, and Parking, is re-adopted as AMC Chapter 10.12, Parking, to read as shown in Attachment A.

AMC 12.90.030 Sidewalk obstruction is amended to read as follows:

It is unlawful to obstruct a sidewalk by placing or allowing to remain on any sidewalk any object or objects, including other than a vehicle which is regulated by AMC Chapter 10.12, that obstructs free and public travel upon said sidewalk, except when permitted by a sidewalk use permit issued per AMC Title 12, and except that goods, wares, and merchandise may be placed on the sidewalk in front of any commercial building by the occupant thereof within 30 inches of the property line.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

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Chapter 10.12 Parking

Article I. General Provisions

10.12.110 Short Title

This chapter may be known and cited as the “City of Anacortes Parking Code.”

10.12.120 Applicability

This chapter applies to public streets and highways, city right-of-way, and city-owned parks and parking lots within the City of Anacortes.

10.12.130 Definitions

i The existing code chapter does not contain a definitions section. These definitions apply throughout the chapter.

The following definitions apply to the terms used in this chapter:

“Alley” has the meaning found in RCW Chapter 46.04.

"Bike lane" means the area within any public right-of-way specially designated for the use of bicycles and signed or marked as such, excluding travel lanes marked with sharrows.

"Fire lane" means the area within any public right-of-way, easement, or private property designated for fire trucks and/or emergency vehicles to use, place emergency equipment upon, travel upon, or park, which includes any curb painted red or any other area marked for that purpose.

“Junk vehicle” has the meaning found in RCW 46.55.010.

“Landowner” includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

“Motorhome” has the meaning found in RCW Chapter 46.04.

i By defining “park,” we no longer need to repeatedly say “park, stand, or stop.”

“Park,” in its verb form, has the meaning found in RCW Chapter 46.04.

“Passenger car” has the meaning found in RCW Chapter 46.04 and includes pickup trucks.

“Registered owner” has the meaning found in RCW Chapter 46.04.

“Right-of-way” means the area of real property, in which the city holds a property interest for public travel and other street and utility purposes, including that portion of the roadway ordinarily used for vehicular travel, the parking strip, the planting strip, sidewalk, and other unimproved portions.

“Stop” has the meaning found in RCW Chapter 46.04.

“Street block” means the section of a street that lies between two other streets that cross the street roughly perpendicularly.

i Defining “street segment” allows us to regulate portions of streets.

“Street segment” means a portion of a street bounded by two points.

i By defining “street,” we no longer need to repeatedly say “street, avenue, thoroughfare,” etc. Note that the definition excludes alleys, undeveloped portions of the right-of-way, and private roadways.

“Street” has the meaning of “city street” found in RCW Chapter 46.04.

“Trailer” has the meaning found in RCW Chapter 46.04.

“Travel trailer” has the meaning found in RCW Chapter 46.04.

i Note “vehicle” includes any device capable of being moved on the street, including trailers. Added trailers explicitly into the definition in order to avoid any question.

“Vehicle” has the meaning found in RCW Chapter 46.04 and includes trailers, vehicle hulks, and portable moving and storage containers.

i The definition of “vehicle hulk” is from Seattle Municipal Code 11.14.045.

“Vehicle hulk” means the remnant or remains of a motor vehicle which is inoperative and cannot be made mechanically operative without the addition of vital parts or mechanisms and the application of a substantial amount of labor to effect repairs.

10.12.140 Owner Liability

i This section is based on existing AMC 10.12.040

The registered owner of any vehicle or trailer parked contrary to the provisions of this chapter may be deemed to have allowed such vehicle or trailer to be parked in violation hereof.

10.12.150 Signage

- A. It is the responsibility of the Director of Public Works to provide signage or curb painting in accordance with the parking limits as described in this chapter, except for the general prohibitions described in AMC 10.12.310.

- B. New signage erected after August 1, 2023, must include the Anacortes Municipal Code citation (not the ordinance number) governing the parking restriction identified on the sign.

10.12.190 Severability.

If any section, subsection, sentence, clause, phrase, or word of this chapter is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this chapter.

Article II. General Parking Regulations

10.12.200 Parallel Parking—Default Method

i This section is based on existing AMC 10.12.070

- A. Except as otherwise specified in this chapter or unless otherwise permitted by duly erected traffic control signs or markings, all parking on streets must be what is known as “parallel parking,” and every vehicle stopped or parked upon a roadway where there is an adjacent curb or edge of abutting parking strip must be so stopped or parked with the right hand wheels of such vehicle parallel to and within 12 inches of the right hand curb or edge of abutting parking strip.

10.12.220 Diagonal Parking—Where Required

i This section is based on existing AMC 10.12.080

- A. Parking on the street segments shown in Table 10.12.220-1 must be by “diagonal parking,” with the right front wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 degrees with said curb or edge or parking strip.

Table 10.12.220-1

Street	Segment	Side
34th Street	Between Commercial Ave and 200 ft west	South
3rd Street	Between O and Q Ave	South
4th Street	Between Commercial Ave and R Ave	North
4th Street	Between O Ave and Commercial Ave	South
5th Street	Between O and Q Ave	South
6th Street	East of O Ave	South
7th Street	Between O and Q Ave	South
8th Street	Between O and Q Ave	South
9th Street	Between O and Q Ave	South
10th Street	Between O Ave and Commercial Ave	South
11th Street	Between O Ave and Commercial Ave	South

10.12.240 Back-in Angle Parking—Where Required

i This section is based on existing AMC 10.12.085, with the exception of the last sentence, which is not related to back-in angle parking.

! Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

Parking on the street segments shown in Table 10.12.240-1 must be by “back-in angle parking,” with the right rear wheel of the vehicles within 12 inches of the curb or edge of parking strip and at an angle of 30 to 45 degrees with said curb or edge or parking strip.

Table 10.12.240-1

Street	Segment	Side
3rd St	Between Commercial Ave and O Ave	North
4th St	Between R Ave and O Ave	North
Commercial Ave	Between 2nd St and 3rd St	East
27th St	Between Commercial Ave and the alley approximately 125 ft west of Commercial Ave	North

! APD (Zabrina Nybo) recommended the severity of this violation be a class 3 infraction, similar to the other sections above, however it is very common for drivers to park forwards in back-in-angle parking stalls.

10.12.260 Parking Near Guemes Ferry Terminal

i This section is based on AMC 10.12.100-110.

The Director of Public Works is authorized to erect signs regulating parking and traffic flow on 6th Street between I Avenue and K Avenue and on I Avenue north of 6th Street for the purpose of regulating and controlling traffic in the vicinity of the county ferry terminal and to provide designating holding lanes for traffic waiting to board the ferry.

Article III. Parking Limitations

10.12.310 Parking—General Prohibitions

i Subsection A is new material. [RCW 46.61.570](#) covers a lot of prohibited parking areas.

- A. Adoption by reference. The following provisions of the Revised Code of Washington as presently constituted or hereinafter amended are adopted by reference:
1. RCW 46.19.050, regulating use of parking spaces for persons with disabilities.
 2. RCW 46.61.570, prohibiting parking in specified places.
 3. RCW 46.61.575, regulating motorcycle parking.
 4. RCW 46.61.581, regulating parking spaces for persons with disabilities.
 5. RCW 46.08.185, regulating parking in electric vehicle charging spaces.

i Next line is based on 10.12.090.A.

B. It is unlawful to park in any alley.

i The remainder of this section is new material.

C. It is unlawful to park in or obstruct a fire lane.

D. It is unlawful to park in or obstruct a bike lane.

E. It is unlawful to park in such a manner as to obstruct a 5-ft area on either side of a street-accessed mailbox.

F. It is unlawful to disassemble, construct, reconstruct, repair, or service vehicles of any kind upon any street, except for emergency service which may not last more than two hours and may not interfere with or impede the flow of traffic.

i Next line is based on 10.12.090.B. This proposed chapter deletes AMC 10.12.090.C creating a permit system for parking on city streets for a place of temporary abode.

G. It is unlawful to park for use as a place of abode on any portion of a street or right-of-way.

H. It is unlawful to park on any sidewalk.

I. It is unlawful to park in the area between a sidewalk and the curb of a street.

i Next line is based on exiting AMC 10.12.038.

J. It is unlawful to park a vehicle with information on the vehicle identifying it for sale anywhere on Commercial Avenue north of 36th Street.

J.K. It is unlawful to park on the north side of the entirety of Whistle Lake Access Road and other places where marked with official signs as no-parking.

10.12.320 Parking—General Time Limit

i This section is based on existing AMC 10.12.010, with modifications. Notably, the limit is now applied to a "street block" -- requiring movement to another block to avoid the 72-hour limit.

! Note that vehicles could still theoretically leave for an hour and return to avoid the limitation of a "continuous" period.

! APD (Zabrina Nybo) would like to add the following language: "For the purposes of this section, a passenger car shall be deemed to be in violation of this section despite any movement of the passenger car unless it is moved at least one city block." However, many drivers likely park their cars in the same place each day but are not reasonably considered in violation of the 72-hour parking rule.

A. It is unlawful to park for a continuous period in excess of 72 hours on any street block.

B. Exception. A vehicle is not limited by subsection A if the vehicle:

1. is a passenger car;
2. is not a junk vehicle;

i The following is a new requirement.

3. is operable in its current state;

i The following is a new requirement.

4. has a current state registration and license plate tabs; and
5. has a registered owner corresponding to an abutting property owner or resident.

10.12.340 Parking—Oversize Vehicles

! Councilmembers have made suggestions regarding the time limit below (perhaps 24 hours?). Council needs to choose a number for the final draft.

- A. It is unlawful to park an oversize vehicle for a continuous period in excess of eight hours on any street block in a residential area, or within the Commercial Marine zone.

i The definition of "oversize vehicle" is based on the definition of oversize vehicle in unincorporated Los Angeles County, [LACMC 15.64.075](#).

- B. For the purpose of this section:
 1. "Oversize vehicle" means a motorhome, travel trailer, trailer, or any other vehicle, together with any fixtures or accessories affixed thereto, that measures 8 feet or more in width, 7.5 feet or more in height, or 22 feet or more in length.
 2. "Residential area" means any street abutting any of the zones listed in AMC 19.40.030 and the following additional areas that are characterized by residential development as follows:
 - a. the LM zone between M and O avenues and bounded by 2nd and 5th streets;
 - b. the CBD zone between N and O avenues and bounded by 3rd and 5th streets;
 - c. the CBD zone between Q and R avenues and between 4th and 8th streets;
 - d. the MS zone between T and U avenues and between 3rd and 4th streets.
- C. Exception. The following vehicles are not subject to the time limitation in subsection A, but continue to be subject to all other parking regulations in this chapter:

i The following provision has been adjusted to match the general time limit provision in the previous section. Note that boat trailers belonging to abutting resident property owners would be exempted from this section and subject to the normal 72-hour restriction. We could also add boat trailers as an exemption even if not parked directly in front of the owner's house.

1. A vehicle that has a registered owner corresponding to an abutting property owner or resident; or
2. A vehicle that is associated with an adjacent delivery or with machinery or equipment associated with adjacent construction.

10.12.360 Parking—Limited during Business Hours

i This section is based on 10.12.020.

i Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

i Deleted existing reference to Weaverling Rd, which is owned by the Samish Nation and is not a city street. Public Works should remove the city no-parking signs on that street.

It is unlawful to park in excess of the time limits on the street segments shown in Table 10.12.360-1 between 8 am and 6 pm Monday through Saturday.

Table 10.12.360-1

Street	Segment	Side	Time Limit
2nd St	Between Commercial Ave and a point halfway between Commercial Ave and O Ave	Both	2 hours
4th St	Between Commercial Ave and a point halfway between Commercial Ave and Q Ave	South	2 hours
4th St	Between Commercial Ave and a point halfway between Commercial Ave and O Ave	North	2 hours
<u>5th St</u>	<u>Between O Ave and Q Ave, except abutting property used exclusively for residential purposes</u>	<u>Both</u>	<u>2 hours</u>
6th St	Between Q Ave and O Ave, except abutting property used exclusively for residential purposes	Both	2 hours
6th St	Between Commercial Ave and a point 135 feet east of the east line of Commercial Ave	North	15 minutes
7th St	Between Q Ave and O Ave, except abutting property used exclusively for residential purposes	Both	2 hours
7th St	Between O Ave and a point 100 feet east	North	30 minutes
8th St	Between Q Ave and O Ave, except abutting property used exclusively for residential purposes	Both	2 hours
Commercial Ave	Between 3rd St and 12th St	Both	2 hours
Commercial Ave	Between 2nd St and 3rd St	West	2 hours
Commercial Ave	Between 6th St and a point halfway between 6th St and 5th St	East	15 minutes
Commercial Ave	Between 22nd St and the alley in the block between 22nd St and 21st St	West	30 minutes

10.12.370 Parking—Limited at Other Times.

It is unlawful to park in excess of the limits on the street segments shown in Table 10.12.370-1.

Table 10.12.370-1

Street	Segment	Side	Limit
Fidalgo Bay Rd	Between Weaverling Rd to SR-20	Both	Prohibited between 10 pm and 5 am
W Ave	2900-3000 block	East	15 minutes for active loading/unloading only
Kingsway	Between Cay Way and Skyline Way	Both	24 hours
<u>Harbor View Place</u>	<u>Between 4804 Harbor View Place to cul-de-sac</u>	<u>Both</u>	<u>24 hours</u>

Street	Segment	Side	Limit
<u>10th Street</u>	<u>Between Commercial Ave and a point 65 ft east of the east right-of-way line of Commercial Ave</u>	<u>South</u>	<u>2 hours</u>
<u>Commercial Ave</u>	<u>Between 17th and 18th Street</u>	<u>West</u>	<u>2 hours</u>
<u>20th St</u>	<u>Between I Ave and J Ave</u>	<u>North</u>	<u>15 minutes Monday to Friday 7 am to 6 pm</u>

10.12.380 Parking—Prohibited by Street Segment

i This section is based on 10.12.030.

i Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

! Public Works (Tim Hohman and Wil Ludeman) commented that they would like to do away with listing no-parking segments as state law allows no-parking by official sign. We assume City Council would like to retain authority over no-parking areas.

It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

Table 10.12.380-1

Street	Segment	Side
12th Street	Between A Ave and D Ave	South
Burrows Bay Road <u>Oakes Ave</u>	Between Hartford Ave and Ferry Terminal Road	South
Ferry Terminal Road	Between Oakes Ave and the east end of the road	West
St. Mary's Drive	Between Hillcrest Terrace and the north edge of Lot 1, Highland's First Addition <u>Fidalgo Ave and the north edge of the parcel at 712 Saint Mary's Drive</u>	Both
H Ave	Between 6th Street and the alley between 6th and 7th Street	West
Skyline Way	Between Kingsway and Cabana Lane	East
Hughes <u>Cabana</u> Lane	Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane	North
Q Ave	Between 17th Street and 22nd <u>20th</u> Street	Both
Q-R Ave	Entirety	Both
<u>Q Ave</u>	<u>Between 20th and 22nd Street</u>	<u>Both</u>
Q Ave	Between 11th Street and 13th Street	East
Commercial Ave	Between 30th and 35th Street	West
G Ave	Between 7th and 8th Street	Both
Q Ave	Between 13th and 14 th Street	West
R Ave	Between 7 th and 9 th Street	Both
30th Street	Between east line of T Ave to the end of W Ave	Both
Ferry Terminal Rd	Entirety	Both
Beachwood Lane	Entirety	Both
Oakes Ave	Between Anacopper Mine Rd and Ferry Terminal Rd	North

Street	Segment	Side
Meridian Place	Entirety	Both
20th Street	Between Commercial Ave and Q Ave	Both
Harbor View Place	Between Oakes Ave and 675 ft south of Oakes Ave	Both
6th Street	Between H Ave and I Ave	Both
West 6th Street	Within the cul-de-sac east of Kansas Ave	Both
M Ave	Between 7th and 8th Street	West
21st Street	Between Commercial and Q Ave	North
K Ave	Within the cul-de-sac south of 34th Street	Both
<u>T Ave</u>	<u>Between 22nd Street and 24th Street</u>	<u>Both</u>

i The following minor exceptions have been harmonized and simplified from existing code (e.g., one referenced passenger car but not pickup truck). Pickup truck is now included in the definition of "passenger car."

10.12.385 Parking—Prohibited by Street Segment for Trailers

It is unlawful to park ~~any vehicle other than a passenger car, or any part thereof, a trailer~~ along the sides and segments of streets identified in Table 10.12.~~380385-21~~.

i A resident on Coho Lane has also requested addition of Coho Lane to this table.

Table 10.12.~~380385-21~~

Street	Segment	Side
Q Ave	Between 9th Street and 11th Street	Both
Q Ave	Between 14th Street and 15th Street	West
10th Street	Between Commercial Ave and Q Ave	Both
11th Street	Between Commercial Ave and Q Ave	Both
13th Street	Between Commercial Ave and Q Ave	Both
9th Street	Between Q Ave and R Ave	West <u>Both</u>
<u>R Ave</u>	<u>Between 7th and 9th Street</u>	<u>Both</u>
30th Street	Between R Ave and T Ave	Both
Kingsway	Between Cay Way and Skyline Way	Both

10.12.390 Parking in City Parks

i Current code sets uniform hours for city parks of 5 am to 10 pm, with exception of the campground and boat launch at Washington Park.

- It is unlawful to park a vehicle in the parking lot for the ACFL or any city park, as defined in AMC 8.10.20, outside of the posted park hours specified in AMC 8.10.030.
- It is unlawful to park a vehicle for more than two hours in the Kiwanis Waterfront Park parking lot on the north side of 6th Street.
- It is unlawful to park in the Washington Park campground after a camping reservation has expired.
- It is unlawful to park a trailer in the Washington Park day use parking lots.

- E. It is unlawful to park in the Washington Park trailer parking lot without payment of the trailer parking fee or anywhere other than a designated parking area.
- F. On the Washington Park Loop Road, it is unlawful to park a vehicle except in a designated parking area.

10.12.395 Parking in City Parking Lots

- A. The Director of Public Works may establish time limits, hours of allowed parking, and other restrictions in city-owned parking lots.
- B. It is unlawful to park in any city-owned parking lot in a manner inconsistent with posted regulations.

Article IV. Residential Parking Areas

10.12.410 Residential Parking Areas—Established

i This section is based on AMC 10.12.150-220.

i Note that AMC 10.12.210 Exemptions has been deleted, because it doesn't create an exemption.

- A. Established.
 - 1. Residential parking areas A and B are established on the street segments shown in Table 10.12.410-1.
 - 2. The Director of Public Works must post appropriate traffic-control signs in each residential parking area to give notice of the parking restrictions imposed by this section.

Table 10.12.410-1

Area	Street	Segment	Side
A	17th Street	Between J Ave and K Ave	Both
A	I Ave	Between 20th Street and 22nd Street	Both
A	J Ave	Between 20th Street and 22nd Street	Both
A	20th Street	Between H Ave and K Ave	Both
A	K Ave	Between 17th Street and 22nd Street	Both
A	J Ave	Between 18th Street and 17th Street	Both
B	6th Street	Between H Ave and J Ave	Both

- B. Restrictions.
 - 1. Within Residential Parking Area A, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, for a period in excess of one hour between 7 am and 3 pm on days when Anacortes High School is in session.
 - 2. Within Residential Parking Area B, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, at any time.

10.12.420 Residential Parking Areas—Permits

i Note that current code does not include a max number of permits per residence; as proposed, this section would create a 4-permit limit per residence, plus guest permits.

- A. A person who resides on a property that abuts a street within a residential parking zone may apply to the Police Department for a residential permit for the relevant Residential Parking Area for each registered and

licensed vehicle owned by the applicant, up to four permits per residence. An application must be completed on a form provided by the Police Department and must contain such information as is deemed necessary to verify the residence of the applicant and to identify the vehicle for which the permit is given.

- B. The Police Department may also provide up to five guest permits per qualifying residence for exclusive use by guests of the resident.
- C. No fee is required for the issuance of residential permits or guest permits, nor for substitute or additional vehicles acquired by residents, nor for the replacement of lost or damaged residential permits. A fee of \$15 is required prior to replacement of a lost or destroyed guest permit.
- D. A residential permit must be permanently affixed to the inside of the lower left driver's side area of the front windshield.
- E. A guest permit must be hung from the rear-view mirror or displayed on the driver's side area of the front windshield.

Article V. Parking During Construction and Special Events

10.12.520 Parking in Construction Zones

It is unlawful to park in any area that has been signed as no-parking for the purpose of construction.

10.12.540 Parking Along Parade Routes or Street Fair Areas

i This section is based on AMC 10.12.120-140.

- A. It is unlawful to park along any street that has been approved by the City as a parade route or for a street fair during the times specified in the no-parking signs posted per subsection B.
- B. No-parking signs for the event:
 - 1. must be posted at least 24 hours in advance of the event;
 - 2. must consist of at least four temporary signs on each side of every street block in which parking is prohibited;
 - 3. must designate the time period during which parking is prohibited.
- C. Where compliance with subsection B is achieved for a relevant street block, the Police Department may impound any vehicle that is parked in violation of this section.

10.12.560 Parking During Major Events

i This section is new material.

! Public Works (Tim Hohmann) notes that PCED processes event permits, not Public Works. However this section applies to more than just event permits.

- A. The Director of Public Works is authorized to suspend enforcement of specified elements of the parking regulations established in this chapter during major events where additional parking is required to support the event, e.g., the Anacortes Arts Festival or an extended period where the Guemes Ferry is not in service.
- B. The Director of Public Works must provide notice to the City Council of any action taken pursuant to subsection A.

Article VI. Towing and Impoundment

i This article is based on existing AMC 10.12.050 and MVMC 10.06. It is also similar to [SMC 11.30](#).

i RCW 46.55.240 describes requirements for local impound ordinances.

10.12.610 Findings

- A. A vehicle parked in violation of this chapter may be hazardous to pedestrians, bicyclists, and motorists; impede commerce; be detrimental to quiet enjoyment of residential neighborhoods.
- B. The City has a significant interest in ensuring that its streets are free of hazards and usable for the purposes they were intended.
- C. When a vehicle is used as a residence, the Washington State Homestead Act may apply.
 - 1. Article 19, Section 1 of the Washington State Constitution provides that "The legislature shall protect by law from forced sale a certain portion of the homestead and other property of all heads of families."
 - 2. The Legislature has implemented that constitutional directive through the State Homestead Act, which in [RCW 6.13.070](#) provides that real or personal property used as a residence "is exempt from attachment and from execution or forced sale for the debts of the owner up to the amount specified in [RCW 6.13.030](#)."
 - 3. The Washington State Supreme Court, in *City of Seattle v. Long* (2021), held that the Homestead Act "automatically protects occupied personal property as a homestead from attachment, execution, or forced sale."
 - 4. The Court also found that "the Homestead Act is not a sword to prevent impoundment," and no attachment, execution, or forced sale occurs solely because a vehicle is impounded; the Homestead Act's protections instead apply when a city attempts to collect upon the impound debt.
 - 5. The Court found that sanctions that are partially or wholly punitive are limited by the Excessive Fines clause of the United States Constitution, and impound fees are at least partially punitive and therefore subject to a requirement for an ability-to-pay analysis.

10.12.620 Impoundment—Generally

- A. Per RCW 46.55.240(1), applicable provisions of RCW Chapter 46.55 are adopted by reference, including the definitions in RCW 46.55.010.
- B. A presumption that a notice required by this Article has been "securely attached and conspicuously displayed" exists when the notice is secured by placing it on the vehicle windshield, under the vehicle windshield wiper blade or otherwise securely attached.
- C. Prior to impounding a vehicle under this Chapter, a police officer must make a reasonable determination as to whether the vehicle is currently being used as a residence and make written note of the factors that led to that determination. If the vehicle is being used as a residence, the provisions of AMC 10.12.650 apply.

10.12.630 Impound After Notice.

- A. Except as provided in AMC 10.12.640-650, a vehicle may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of 24 hours prior to impoundment if such vehicle is parked or used in violation of any law, ordinance, or regulation.
- B. The notice must comply with the provisions of RCW 46.55.085.

10.12.640 Impound Without Notice.

 APD (Dave Floyd) would also like to add any vehicle in violation of AMC 10.12.380 to this list.

- A. Except as provided in AMC 10.12.640, the Police Department may impound any vehicle, with or without citation and without giving prior notice to the owner as required in AMC 10.12.620 when:
1. the vehicle is unattended and is impeding or is likely to impede the normal flow of vehicular, pedestrian, or bicycle traffic; or
 2. the vehicle is illegally occupying a truck, commercial load zone, construction zone, street closed by order of the City Council, restricted parking zone, bus, loading, hooded-meter, taxi, or other similar zone where parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days, or at all times, and where such vehicle is interfering with the proper and intended use of such zones and where such zone is clearly and conspicuously marked; or

 [RCW 46.61.570](#), cited below, covers a wide variety of parking areas, including street excavation, railroad tracks, within 15 ft of a fire hydrant, within 20 ft of a crosswalk, etc.

3. the vehicle is parked within no parking zones specified in RCW 46.61.570;
4. the vehicle is parked in violation of AMC 10.12.310.B-E; or
5. the vehicle is parked in violation of AMC 10.12.390.C-F; or
6. the vehicle is parked on Fidalgo Bay Rd in violation of AMC 10.12.360; or
7. the vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 when such space is on public property or provided on private property without charge; or
8. the vehicle parked in violation of this chapter that has unpaid parking tickets per AMC 10.12.780;
9. the vehicle is parked in such a manner as to constitute a traffic hazard; or
10. the vehicle poses an immediate danger to the public safety; or
11. a police officer has probable cause to believe that the vehicle is stolen; or
12. a police officer has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary in such instance to obtain or preserve such evidence; or
13. the vehicle is parked in a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
14. the vehicle is parked on private, nonresidential property, properly posted under RCW 46.55.070; or
15. the vehicle is left unattended on residential property without consent of the property owner or agent;

 “Junk vehicle” is defined in the definitions section.

16. the vehicle is a junk vehicle and is parked on a street, alley, or way open to the public, or on municipal or other public property;
17. the vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance, or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested

hearing, or failed to pay an adjudicated parking infraction for at least 45 days from the date of the filing of the notice of infraction;

i The next paragraph has been added to manage vehicles that are causing illicit discharges of pollutants into the stormwater system.

18. any part of the vehicle is leaking material other than stormwater onto the street or any other part of the municipal separate storm sewer system in violation of AMC 18.30.050.

B. Nothing in this section may be construed to authorize seizure of a vehicle without a warrant where a warrant would otherwise be required.

10.12.650 Impound of Vehicle Used as a Residence

A. If a police officer who impounds a vehicle determines that the vehicle is currently being used as a residence:

1. the vehicle may be impounded pursuant to the processes described in this Article;
2. if the registered owner of the vehicle is not a resident of the vehicle, and the vehicle is not redeemed per AMC 10.12.660, the City may sell or destroy the vehicle;
3. if the registered owner of the vehicle is a resident of the vehicle, the City may impose fines for the impoundment and associated costs of storage and redemption, limited to the lesser of the actual costs or the amount the vehicle owner has the ability to reasonably pay.

10.12.660 Redemption of Impounded Vehicle—Sale at Auction

RCW 46.55.120, governing redemption of impounded vehicles, is incorporated by reference.

Article VII. Enforcement and Penalties

i This is a new article for draft 2 to facilitate lower penalties for parking violations than was possible using civil infractions. Civil infractions have been removed from this chapter, as they are set by statute (per RCW 7.80.120, a class 1 civil infraction is \$250; class 2 is \$125; class 3 is \$50; class 4 is \$25) and are subject to additional public safety and education assessments under RCW 3.62.090. That section exempts parking infractions from the additional assessments. State law also allows the city to retain parking infraction payments to a greater degree than civil infractions. N.B., in the absence of this provision, the schedule provided in [IRLJ 6.2](#) would apply, which makes an unspecified parking violation a \$20 offense.

i Existing AMC 10.12.032 Prohibited parking—Penalty an infraction, is proposed to be repealed in favor of having violations stated in each section.

10.12.710 Enforcement of parking regulations.

i This section is based on Everett Municipal Code (EMC) 46.28.250.

- A. The parking regulations in this chapter may be enforced by the city's police officers and the city's parking enforcement officers, who have the authority to issue a notice of parking infraction when the parking infraction is committed in the officer's presence.
- B. If any vehicle is found parked in violation of this chapter or otherwise violates the provisions of this chapter, the officer finding the vehicle must take its license plate number and may take any other information

displayed on the vehicle which may identify its user, and must conspicuously affix to the vehicle a notice of parking infraction.

- C. A notice of parking infraction represents a determination that a parking violation has been committed. The determination will be final unless contested as provided in this chapter.
- D. An officer responsible for the enforcement of the parking regulations of the city is authorized to identify such parked vehicles to facilitate enforcement of this chapter. Such identification may be by electronic recording of the vehicle license plate, chalk upon the vehicle tires, or by some other convenient method, but may not be injurious to or damage the vehicle. It is unlawful for any person other than an officer, parking enforcement officer to interfere with, conceal, obliterate, or erase any such physical marks.

10.12.720 Penalties for violations of this chapter.

 This section is based on EMC 46.28.270.

 Council may want to adjust the penalties specified below.

- A. Unless otherwise specified elsewhere in this chapter, the penalties for each type of violation of this chapter are as follows:
 - 1. parking in excess of time limits: ~~\$1020~~; unless paid by the close of business on the next business day, then \$10;
 - 2. parking in alley: \$25;
 - 3. parking near Guemes Ferry Terminal (AMC 10.12.260): \$25;
 - 4. parking in a bike lane, over a sidewalk, or blocking mailbox: \$25;
 - 5. parking in other areas where prohibited at all times: \$50;
 - 6. parking in a residential parking zone: \$50;
 - 7. parking a trailer in the day use lot and parking in the trailer parking lot at Washington Park: \$50;
 - 8. interfering with, concealing, obliterating or erasing marks: \$50;
 - 9. parking in an electric vehicle parking space: \$124;
 - 10. parking in disabled space: \$250 and an additional \$200 assessment pursuant to RCW 46.19.050 for a total of \$450;
 - 11. all other parking violations: \$20.
- B. For a subsequent additional violation within one year of a preceding violation, an additional penalty applies as follows:
 - 1. First additional violation: \$10;
 - 2. Second and third additional violation: ~~\$15~~25;
 - 3. Fourth through sixth violations: \$50;
 - 4. Seventh and additional violations: \$100.
- C. Payment of all parking infractions must be made to the municipal court and at such other locations as designated by the court. Proceeds from parking infractions must be paid into the City's general fund, except as otherwise required by state law, including for penalties and assessments related to disabled parking infractions which must be retained by the city or distributed in accordance with RCW 46.19.050.

10.12.730 Responsibility for Violation—Presumptions

i This section is based on EMC 46.28.260.

- A. Every person in whose name a vehicle is registered is responsible for any violation of this chapter caused by the parking of the vehicle in violation. It is not a defense that the vehicle was parked illegally by another, unless proof is presented that the vehicle had been stolen and had not been returned to the registered owner by the date of the violation.
- B. Except as provided in subsection (C), proof that the vehicle described in the notice of parking infraction was parked in violation of this chapter, together with proof that the person named in the notice of parking infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred.
- C. In the case of a registered owner transferring vehicle ownership who has complied with the provisions of state law prior to the date of the violation, proof that the vehicle described in the notice of parking infraction was parked in violation of any such provision of this chapter, together with proof that the person named in the notice of parking infraction was at the time of the violation the person to whom the vehicle's ownership had been transferred, constitutes in evidence a prima facie presumption that the person to whom ownership was transferred was the person who parked the vehicle at the point where, and for the time during which, the violation occurred. Any notice in this chapter required to be sent to the registered owner must instead be sent to the person to whom ownership has been so transferred.

10.12.740 Notice of Infraction—Form—Determination final unless contested.

i This section is based on EMC 46.28.300.

- A. A notice of parking infraction represents a determination that an infraction has been committed. That determination will be final unless contested as provided in this chapter.
- B. The form for the notice of parking infraction must include substantially the following information:
 - 1. A statement that the notice represents a determination that a parking infraction has been committed and that the determination is final unless contested as provided in this chapter;
 - 2. A statement of the specific section of the parking code for which the notice was issued;
 - 3. A statement of monetary penalty established for the parking infraction;
 - 4. A statement that a parking infraction is a non-criminal offense for which imprisonment may not be imposed but that the penalty for a parking infraction may include non-renewal of the vehicle license;
 - 5. A statement of the options provided in this chapter for responding to the notice and the procedures necessary to exercise these options;
 - 6. A statement that at any hearing to contest the determination the city has the burden of proving, by a preponderance of the evidence, that the infraction was committed; and that the person may subpoena witnesses including the officer who issued the notice of infraction;
 - 7. A statement that at any hearing requested for the purpose of explaining mitigating circumstances surrounding the commission of the infraction the person will be deemed to have committed the infraction and may not subpoena witnesses;

8. A statement that the person must respond to the notice as provided in this chapter or the person's vehicle license may not be renewed by the Department until any penalties imposed pursuant to this chapter have been satisfied;
9. A statement that failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining mitigating circumstances may result in the refusal of the Department of Licensing to renew the person's vehicle license until any penalties imposed pursuant to this chapter have been satisfied.

10.12.750 Response to notice of parking infraction—Hearing—Failure to respond or appear.

i This section is based on EMC 46.28.310.

- A. A person who receives a notice of parking infraction must respond to the notice as provided in this section within 30 calendar days of the violation date on the notice.
- B. If the person determined to have committed the infraction does not contest the determination, the person must respond by completing the appropriate portion of the notice of infraction and submitting it, either by mail or in person, to the city as specified on the notice. A check or money order in the amount of the penalty prescribed for the infraction must be submitted with the response. When a response that does not contest the determination is received, an appropriate order must be entered and, when appropriate, a record of the response and order must be furnished to the Department of Licensing.
- C. If the person determined to have committed the infraction wishes to contest the determination, the person must respond by completing the portion of the notice of infraction requesting a hearing and submitting it, either by mail or in person, to the city as specified on the notice. The court must notify the person in writing of the time, place and date of the hearing, and that date must not be sooner than seven calendar days from the date of notice, except by agreement.
- D. If the person determined to have committed the infraction does not contest the determination but wishes to explain mitigating circumstances surrounding the infraction, the person must respond by completing the portion of the notice of infraction requesting a hearing for that purpose and submitting it, either by mail or in person, to the court as specified on the notice. The court must notify the person in writing of the time, place, and date of the hearing.
- E. If any person cited with a notice of parking infraction fails to respond to the notice of parking infraction as required by this section, or fails to appear at a hearing requested as provided by this section, the court must enter an appropriate order assessing the monetary penalty prescribed for the parking infraction and any other penalty authorized by this chapter and must notify the Department of Licensing, in accordance with RCW 46.20.270, of the failure to respond to the notice of infraction or to appear at a requested hearing.
- F. The Department of Licensing may not renew the vehicle registration of any person for whom the court has entered an order(s) for two or more violations until any penalties imposed pursuant to this chapter have been satisfied.

10.12.760 Failure to comply with notice of parking infraction.

i This section is based on EMC 46.28.280.

- A. If no response or payment is made within 30 calendar days of the violation date on the notice of infraction, a \$25 delinquency fine will be imposed and a delinquency notice will be mailed to the registered owner of the vehicle to which the notice was affixed.

- B. If no response or payment is made within 30 calendar days of the date of mailing of the delinquency notice, additional penalties may be assessed to the infraction, a notice may be sent to the Department of Licensing as provided in RCW 46.20.270, and the city may pursue such other remedies as provided by law.

10.12.770 Collection authorized.

i This section is based on EMC 46.28.320

The city is authorized to remit any unpaid penalties or fines issued pursuant to this chapter to collection.

10.12.780 Impoundment of vehicles with unpaid infractions.

A vehicle parked in violation of this chapter that has four or more unpaid parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least forty-five days from the filing of the notice of infraction, may be impounded without notice, per AMC 10.12.640.

From: [Matt Miller](#)
To: [Darcy Swetnam](#); [Dave Floyd](#)
Cc: [Greg Francioch](#)
Subject: FW: Comments on new parking regulations
Date: Monday, July 24, 2023 5:21:23 PM

Sent to Council Sunday. MM

Matt Miller
Mayor
Anacortes, WA
[\(360\) 299-1950](#)

NOTICE OF PUBLIC DISCLOSURE: Please note, this email and any documents you send this office may be subject to disclosure requirements under the state Public Records Act, RCW 42.56.

From: Cynthia Richardson <richrson@cnw.com>
Sent: Sunday, July 23, 2023 8:05 PM
To: John Coleman <johnc@cityofanacortes.org>
Cc: City Council <citycouncil@cityofanacortes.org>; Matt Miller <mattm@cityofanacortes.org>
Subject: Comments on new parking regulations

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Councilmembers,

I have mentioned this in correspondence before. I see that the current proposed wording which includes "street block" partly addresses the issue, but still leaves some things unclear for both the vehicle owner and the police.

Please consider changing the definition of street block to the following wording (the angle at which a street crosses another is variable and should be irrelevant - it's the intersection that is important):

"Street block" means the section of one side of a street that lies between two other intersecting streets that cross the street roughly perpendicularly or between an intersecting street and the street end.

There still appears to be no definition of "abutting property owner or resident".

10.12.320 Parking—General Time Limit

A. It is unlawful to park for a continuous period in excess of 72 hours on any street block.

5. has a registered owner corresponding to an abutting property owner or resident.

Many residents live where there is no legal on-street parking directly "abutting" their residence.

Examples would be on a street where there is no parking lane or parking is prohibited on that side of the street.

On streets that have restricted parking on both sides, the resident should be allowed to park around the corner without being in violation.

Furthermore, even if there are a couple of possible parking spots,

The residents may own more cars than the parking frontage has space for.

Other folks not living in that location may already have parked in those spaces.

Please modify the wording so that a resident can park reasonably close to their home without being in violation, such as across the street or down the block or around the corner.

One option would be to consider parking within 300 feet (or some reasonable distance) to be considered abutting. Another option would be to include wording that allows parking within the same block - or within two blocks, which could include "around the corner" - or some other reasonable area that could easily be understood by residents and officers.

It is not fair to say that only folks who are lucky enough to have an unoccupied on-street parking space directly in front of their house are exempt from the 72 hour limit.

10.12.340 Parking—Oversize Vehicles

C. Exception. The following vehicles are not subject to the time limitation in subsection A, but continue to be subject to all other parking regulations in this chapter:

The following provision has been adjusted to match the general time limit provision in the previous section.

Note that boat trailers belonging to abutting resident property owners would be exempted from this section

and subject to the normal 72-hour restriction. This is a good restriction. Boats should be parked in the side or rear yard, or in a boat storage facility, not on public streets that are needed for vehicles that people need to use in their daily lives - especially since the trailers are often left there for extended periods of time.

We could also add boat trailers as an exemption even if not parked directly in front of the owner's house.. Why should one person's boat trailer be allowed to use up the parking space in front of the other residents' house?

1. A vehicle that has a registered owner corresponding to an abutting property owner or resident ~~the~~
~~possessor or owner of which has permission of the resident of real property immediately adjacent to the~~
~~street on which such vehicle is parked;~~

It is good that you are striking this sentence. Otherwise, a resident could give all of their friends permission to park there for an extended period of time and use up all of the spaces.

Cynthia Richardson
315 V Ave
Anacortes, WA 98221