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- 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

January 16, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Public Works Committee (Report)
 - d. Port/City Liaison Committee (Report)
 - e. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 8, 2024 (Action)
 - b. Approval of claims in the amount of \$1,713,635.73 (Action)
 - c. Special Event Application: Pride Parade (Action)
 - d. Special Event Application: Shipwreck Day (Action)
 - e. Contract Award: 2024 Janitorial Services #24-041-FAC-001 (Action)
6. **Other Business**
 - a. Resolution 3145: Waiving the State Competitive Bidding Requirements for the Purchase and or Replacement of Motorola Solutions, Inc. Portable and Car Radio Systems for the Anacortes Police Department (Discussion/Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

- b. Ordinance 4067: Interfund Loan (Action)
- 7. **Adjournment**

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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Municipal Building Council Chambers
904 Sixth Street

PUBLIC COMMENT SIGN IN SHEET

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

Topic

[illegible]

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Anacortes City Council Minutes - January 8, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 8, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmembers Anthony Young, Bruce McDougall, and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

The Mayor announced that city offices would be closed for the Martin Luther King Jr. holiday on Monday, January 15th and that those areas normally scheduled for solid waste service on Mondays would be serviced on Tuesday, January 16th. He then reminded citizens that the Guemes Island ferry is currently operating on a passenger-only basis and that they should be aware and take appropriate precautions for colder temperatures and frozen precipitation.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath gave an overview of the first Housing Affordability and Community Services meeting of the year that was held January 3rd, where they reviewed 2023 goals and accomplishments including passing a parking ordinance, addressing personal property in the city right of way, and establishing a utility discount program. The committee also discussed goals for 2024, including permanent funding for a hot and cold weather shelter, continuing to develop an affordable housing strategic plan update, creating a matrix of available services, and implementing a code update defining community services, continued implementation of the Housing Action Plan, and a Sharpes Corner subarea plan.

Planning Committee

Ms. Moulton reported that the Planning Committee met at 5:00 PM this evening, and discussion topics included the short-term rental moratorium and state housing allocations based on population.

Planning Commission Appointments

Mayor Miller thanked Ward MacKenzie and Jeff Graf for their long service on the Planning Commission. He asked the Council to confirm the appointment of Luke Currier and Mike Mills to the Planning Commission for a six-year term through December 2029. Ms. Moulton moved, seconded by Mr. Fantini, to approve the appointment of Luke Currier and Mike Mills to the Planning Commission. The motion carried unanimously by voice vote.

Civil Service Commission Re-appointments

Mayor Miller thanked the appointees for their service, and asked the Council to confirm the re-appointment of James English and Jon Stables to the Civil Service Commission for a three-year term through December 31, 2026. Mr. Fantini moved, seconded by Ms. Moulton, to approve the re-appointment of James English and Jon Stables to the Civil Service Commission. The motion carried unanimously by voice vote.

Public Comment

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

Public comment was given as follows:

Adam Bush of Anacortes, member of the Guemes Island Planning Advisory Committee and Guemes Island Ferry Committee, addressed concerns regarding parking and public transit impacts at the intersection of Sixth Street and I Avenue to accommodate support infrastructure related to the new electric ferry.

Consent Agenda

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

a. Minutes of January 2, 2024

b. Approval of claims in the amount of \$313,110.87

The following vouchers/checks were approved for payment:

EFT numbers: 108236 through 1108258, total \$289,880.77

Check numbers: 108259 through 108265, total \$7,134.62

Wire transfer numbers: 337277 through 338038, total \$16,095.48

c. Special Event Application: Ragnar Race

Other Business

Resolution 3143: Authorizing Execution of Tourism Promotion Fund Contracts by and between the City of Anacortes and Recipient Agencies for 2024

Planning Director John Coleman, introduced Resolution 3143, outlining the number of applications received and the associated process for determining the recipients of Lodging Tax Advisory Committee (LTAC) funding, which is categorized as either operational or capital. He also mentioned two capital requests that are still under discussion and review by the Committee.

Discussion topics included:

- Identification and accounting of capital funds.
- Amount of available funds, restricted and non-restricted.
- Validating event participation statistics.
- Visitors Information Center.
- Duplicate line items.
- Depot Pavilion capital project.
- 2024 Experience Anacortes.
- Rotary Viewpoint project at Cap Sante.
- Re-application for deleted awards is not required.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve Resolution 3143 with the deletion of the Depot Pavilion and Rotary Viewpoint. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDougALL, AMANDA HUBIK, TJ FANTINI. Nays - ANTHONY YOUNG. Result: Passed

Resolution 3144: Appointment of Councilmembers to Committees for 2024

Ms. Moulton introduced Resolution 3144, explaining the background and history of setting City Council committees. She noted a correction to the draft resolution that Councilmember Hubik will be on the Economic Development Committee instead of Councilmember Young.

CHRISTINE CLELAND-MCGRATH moved, seconded by AMANDA HUBIK, to adopt Resolution 3144 with the noted change to the Economic Development Committee. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDougALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:09 p.m. the Anacortes City Council meeting of January 8, 2024 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 January 16, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338351	8/10/2023	767149	NORTH CASCADE INSURANCE	ADDITIONAL AUTO INSURANCE PREMIUM	\$ 321.00	finance
332185	9/14/2023	00054938384	DEPARTMENT OF LICENSING	SPECIAL FUEL BILLING #182/PLATE #65956D	\$ 190.25	dshop
338517	9/21/2023	71154	COMMERCIAL FIRE PROTECTION INC	LEAK REPAIR- STATION 3	\$ 900.33	dshop
338781	10/13/2023	1000976	WBE TECHNOLOGIES LLC	EDA FIBER EXPANSION - MATERIALS - BID ITEM 34	\$ 3,226.49	fiber
338505	10/25/2023	GIS-10252023-01	SKAGIT COUNTY GIS	DIGITAL AERIAL PHOTOS LICENSING	\$ 5,531.00	pw1
338717	11/1/2023	933770	RAINBOW ENTERPRISES	HEART LAKE PUMP OUT	\$ 870.40	parks1
338365	11/3/2023	NOVEMBER 2023	THE HUMANE SOCIETY OF	ABANDONED DOG; 23-A08158	\$ 66.00	apd
338341	11/14/2023	23-31672	EDGE ANALYTICAL, INC	LAB TESTING - ADDITIONAL TESTS REQUESTED AMMONIA (3)	\$ 79.05	dwwtp
338737	11/15/2023	71166	COMMERCIAL FIRE PROTECTION INC	2023 ANNUAL FIRE SPRINKLER INSPECTION AND TESTING	\$ 3,388.05	pw1
338735	11/15/2023	71853	COMMERCIAL FIRE PROTECTION INC	2023 ANNUAL FIRE SPRINKLER INSPECTION AND TESTING - WTP	\$ 982.65	pw1
338731	11/20/2023	2024-001	PUBLIC LIBRARIES OF WASHINGTON	PUBLIC LIBRARIES OF WA MEMBERSHIP JV	\$ 305.25	publib
338030	11/27/2023	49951	WASHINGTON STATE BAR	2024 WA STATE BAR LICENSE RENEWAL	\$ 465.00	pubdef
338172	11/29/2023	026385868	GALLS, LLC.	UNIFORMS: ELY	\$ 279.02	medic
338173	11/29/2023	026385876	GALLS, LLC.	UNIFORMS: COLLINS	\$ 188.99	medic
338174	11/29/2023	026385893	GALLS, LLC.	UNIFORMS: COLLINS	\$ 134.64	medic
338679	11/30/2023	2315	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - OCTOBER 2023	\$ 909.34	pw1
338506	11/30/2023	3110120	UTILITIES UNDERGROUND LOCATION	NOVEMBER LOCATE TICKETS	\$ 165.12	dshop
338190	11/30/2023	745	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - NOVEMBER	\$ 200.00	finance
338194	12/1/2023	00683	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 112.50	pubdef
338196	12/1/2023	00832	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 262.50	pubdef
338253	12/1/2023	00939	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 37.50	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338195	12/1/2023	00943	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 75.00	pubdef
338367	12/1/2023	02261	SKAGIT COUNTY BAR ASSN	2024 SKAGIT COUNTY BAR ASSOC RENEWAL	\$ 75.00	pubdef
338175	12/1/2023	026414519	GALLS, LLC.	UNIFORMS: STEWART	\$ 139.51	medic
338695	12/2/2023	34684	THRIFTY CLEANERS	UNIFORM CLEANING 12/2/23-1/1/2024	\$ 66.69	apd
337809	12/4/2023	4900/0100173156/2024	DEPARTMENT OF NATURAL	2024 DNR AQUATIC LEASE 2664	\$ 55,561.88	plan
338033	12/6/2023	CHAPPELL 2024	WASHINGTON DEFENDER ASSOC	W2024 A DEFENDER ASSOC. RENEWAL	\$ 200.00	pubdef
338778	12/8/2023	0000012573	ANACORTES SCHOOL DISTRICT #103	REC EQUIPMENT FOR MIDDLE SCHOOL	\$ 14,891.00	parks1
338370	12/11/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 11/4-12/6/23	\$ 4,679.40	parks1
338261	12/12/2023	23-2-0004-29	SKAGIT COUNTY CLERK	ODYSSEY USER RENEWAL	\$ 200.00	pubdef
338779	12/12/2023	8900	NPELRA	2024 NPELRA MEMBERSHIP	\$ 225.00	hr
338763	12/14/2023	12/14/2023	WESTERN DISPLAY FIREWORKS, LTD	2024 FOURTH OF JULY FIREWORKS DISPLAY - 1ST PAYMENT	\$ 10,500.00	parks1
338048	12/15/2023	0001541	CITY OF BURLINGTON	RACK FEE & DARK FIBER	\$ 275.00	fiber
338723	12/18/2023	12/18/2023	ANACORTES ROTARY CLUB	SEMI-ANNUAL DUES 1/1/24 - 6/30/24	\$ 170.00	medic
338042	12/18/2023	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 11/17-12/15/23	\$ 2,111.03	publib
338191	12/18/2023	600623	HUGHES FIRE EQUIPMENT, INC.	PARTS FOR VEHICLE #222	\$ 486.91	dshop
338762	12/18/2023	814285	MISTER T'S AWARDS &	NAME BADGE - LIBRARY	\$ 27.15	hr
338678	12/19/2023	62968273	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,014.22	finance
337910	12/19/2023	824578	NORTH CASCADE INSURANCE	REMOVE 2011 JOHNDEERE MOWER REPLACE W/2023 JD MOWER 2024	\$ 409.00	finance
338835	12/20/2023	122023	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATIONS	\$ 24,437.10	ap direct
338718	12/20/2023	19502	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 11/16/23 - 12/15/23	\$ 161.76	pw1
338176	12/20/2023	3879122	ZOLL MEDICAL CORPORATION	THERMAL PAPER	\$ 80.29	medic
338769	12/21/2023	3800040772	EUROFINS EATON ANALYTICAL, LLC	WTP UCMR5 LAB SAMPLING	\$ 300.00	dwtpt
338049	12/21/2023	5189883947	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 936.33	hr
338045	12/22/2023	9335325032	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLES	\$ 5,267.55	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338782	12/25/2023	2331-1227	JANICKI GENERAL CONTRACTING	BEN ROOT SKATEPARK CONSTRUCTION	\$ 20,128.00	parks1
338273	12/26/2023	826075	NORTH CASCADE INSURANCE	RENEW COMMERCIAL PROPERTY INSURANCE-OPERATIONS SHOP	\$ 3,305.00	finance
337799	12/26/2023	1664501	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 202.50	dshop
338712	12/26/2023	24-WAR313040-1	DEPARTMENT OF ECOLOGY	R AVENUE PROJECT CONSTRUCTION STORMWATER FFF	\$ 688.00	pw1
338040	12/26/2023	400004050813	PUGET SOUND ENERGY INC	POLE ATTACHMENT MAKE-READY ANALYSIS	\$ 337.55	fiber
338043	12/26/2023	400004050821	PUGET SOUND ENERGY INC	POLE ATTACHMENT MAKE-READY ANALYSIS	\$ 352.54	fiber
338515	12/26/2023	B17777911	SHI INTERNATIONAL CORP.	M365 G3 LICENSES FOR NEW EMPLOYEES	\$ 733.37	infosys
338788	12/27/2023	1180	MAILLAIRDS LANDING GRINDING	HAVOCOST DUMP TREE & DEBRIS GRINDING	\$ 9,879.04	parks1
338773	12/27/2023	19507	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT - 11/16/23-12/15/23	\$ 1,000.00	pw1
338736	12/27/2023	9335354818	GRAYBAR ELECTRIC COMPANY, INC	ROUTER LINE CARDS	\$ 4,753.04	fiber
337987	12/28/2023	0020573	FERGUSON ENTERPRISES, INC	REGISTER SOCKETS- WATER DEPT	\$ 268.52	wdist
338052	12/28/2023	10804815	NAVIA BENEFIT SOLUTIONS, INC	DECEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 136.95	hr
338787	12/28/2023	2023-1377	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - OCT-DEC 2023	\$ 718.00	hr
338359	12/28/2023	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 12/28/23-1/27/24	\$ 95.61	apd
338184	12/28/2023	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 12/28-1/27/24	\$ 89.19	finance
338185	12/28/2023	360-299-0973-1017915	ZIPLY FIBER	WWTP 12/28/23-1/27/24	\$ 497.28	dwwtp
338727	12/28/2023	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 12/28/23-1/27/2024	\$ 66.09	publib
338192	12/28/2023	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 12/28/23-1/27/24	\$ 79.70	dshop
338361	12/28/2023	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 12/28/23-1/27/24	\$ 83.00	apd
337986	12/28/2023	45947	ZUMAR INDUSTRIES, INC.	SIGNS- STREET DEPT	\$ 2,660.81	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338768	12/28/2023	920191697	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE, T. O'LEARY	\$ 201.00	hr
338775	12/28/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 50.99	hr
338786	12/29/2023	17092 - 32	H W LOCHNER, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING - 11/25/23-12/29/23	\$ 21,182.56	pw1
337984	12/29/2023	279939	ENNIS-FLINT, INC, FLINT TRADING DIVISION	12" WHITE LINE- STREET DEPT	\$ 2,591.62	dshop
338776	12/29/2023	94634416	ESRI INC	ARCGIS 2024 ANNUAL SOFTWARE AND MAINTENANCE RENEWAL - 1/21/24-1/20/25	\$ 24,687.81	pw1
338527	12/29/2023	ES-1123-01	SKAGIT COUNTY AUDITOR'S OFFICE	NOV 7, 2023 GENERAL ELECTION	\$ 11,880.38	finance
338516	12/31/2023	052-0010-00	CITY OF ANACORTES	OPS 12/1- 12/31/23	\$ 1,663.76	dshop
338706	12/31/2023	1223	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - DECEMBER 2023	\$ 212.50	pkrec
338704	12/31/2023	19514	TRANSPORTATION SOLUTIONS INC	PUBLIC RIGHT-OF-WAY ADA SELF-EVALUATION & TRANSITION PLAN - NOV-DEC 2023	\$ 738.25	pw1
338346	12/31/2023	253435	INFOSEND, INC.	DECEMBER 2023 PROCESSING	\$ 4,589.19	finance
338507	12/31/2023	3120120	UTILITIES UNDERGROUND LOCATION	DECEMBER LOCATE TICKETS	\$ 161.25	dshop
338053	12/31/2023	37118	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	\$ 212.00	hr
338189	12/31/2023	40339836	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - CYLINDER RENTAL	\$ 330.22	dwwtp
338538	12/31/2023	CL70484	REISNER DISTRIBUTOR INC	VEHICLE FUEL -DEC 2023	\$ 24,498.75	finance
338770	12/31/2023	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 4	\$ 10,225.71	finance
338740	12/31/2023	FB-2276	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber
338255	1/1/2024	00714	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 112.50	pubdef
338260	1/1/2024	00832	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 45.00	pubdef
338254	1/1/2024	00929	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 45.00	pubdef
338258	1/1/2024	00940	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 210.00	pubdef
338257	1/1/2024	00942	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 135.00	pubdef
338259	1/1/2024	00943	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 15.00	pubdef
338032	1/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	JANUARY UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338744	1/1/2024	121267	ASSOCIATION OF WASHINGTON	2024 AWC CITY MEMBERSHIP	\$ 14,542.00	hr
338748	1/1/2024	122041	ASSOCIATION OF WASHINGTON	2024 AWC WORKER'S COMP	\$ 39,312.22	hr
338269	1/1/2024	1397603-0043-8	WASTE MANAGEMENT	DECEMBER 2023 CONTRACTED SERVICES	\$ 142,986.35	finance
338534	1/1/2024	141661	VENTEK INTERNATIONAL	JANUARY 2024 SERVER HOSTING - WA PARK	\$ 135.00	parks1
338270	1/1/2024	200048	WASHINGTON CITIES INSURANCE	2024 LIABILITY INSURANCE	\$ 923,093.00	finance
338670	1/1/2024	20423	JUSTICE WORKS, LLC	JUSTICE WORKS MONTHLY RENEWAL 12/1-12/31/23	\$ 60.00	pubdef
338274	1/1/2024	2429	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 135.00	pubdef
338275	1/1/2024	2430	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 127.50	pubdef
338288	1/1/2024	2441	LAW OFFICE OF CARA LORENZO	PUB DEF COVERAGE	\$ 75.00	pubdef
338697	1/1/2024	5068680742	RICOH USA, INC	COPIER; APD RECORDS 12/1-12/31/23	\$ 35.78	apd
338698	1/1/2024	5068681146	RICOH USA, INC	COPIER; APD ADMIN 10/1-12/31/23	\$ 118.78	apd
338256	1/2/2024	00941	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 97.50	pubdef
338690	1/2/2024	16146846	WASHINGTON STATE DEPARTMENT	2024 ANNUAL PARTICIPATION FOR FEDERAL SURPLUS PROGRAM	\$ 600.00	apd
338742	1/2/2024	200000666863	PUGET SOUND ENERGY INC	10TH STREET LED 12/2/23-1/2/2024	\$ 11.89	publib
338746	1/2/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 12/2/23-1/2/2024	\$ 24.87	publib
338378	1/2/2024	2023-12-AG	GDIXONLAW	PUB DEF CONFL	\$ 112.50	pubdef
338383	1/2/2024	2023-12-AS	GDIXONLAW	PUB DEF CONFL	\$ 240.00	pubdef
338381	1/2/2024	2023-12-DK	GDIXONLAW	PUB DEF CONFL	\$ 525.00	pubdef
338384	1/2/2024	2023-12-HT	GDIXONLAW	PUB DEF CONFL	\$ 247.50	pubdef
338380	1/2/2024	2023-12-JJ	GDIXONLAW	PUB DEF CONFL	\$ 877.50	pubdef
338379	1/2/2024	2023-12-LG	GDIXONLAW	PUB DEF CONFL	\$ 345.00	pubdef
338385	1/2/2024	2023-12-SW	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
338382	1/2/2024	2023-12-TM	GDIXONLAW	PUB DEF CONFL	\$ 172.50	pubdef
338668	1/2/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 12/2-1/2/24/23	\$ 8.93	dshop
338667	1/2/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/2-1/2/24/23	\$ 4.91	dshop
338783	1/2/2024	2460	THE CLEAN TEAM	2023 JANITORIAL SERVICES - DECEMBER 2023	\$ 4,776.00	pw1
338784	1/2/2024	2461	THE CLEAN TEAM	2023 JANITORIAL SERVICES - SENIOR CENTER/CITY HALL AS NEEDED CLEANINGS	\$ 4,440.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338789	1/2/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/30-12/28/23	\$ 531.23	dshop
338673	1/2/2024	300000325005	PUGET SOUND ENERGY INC	SS 17TH ST BTWN Q & COMMERCIAL AVE, 11/7-12/7/23	\$ 107.01	dshop
338671	1/2/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/30-12/28/23	\$ 89.94	dshop
338503	1/2/2024	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 1/9-2/8/24	\$ 185.22	fiber
337982	1/2/2024	ON8X1R14HR	VEGA, TORRIN	REIMBURSE 2024 WATERWORKS RENEWAL FEE - TORRIN V	\$ 42.00	dwtpt
338523	1/3/2024	0001954206	CENTRAL WELDING SUPPLY CO, INC	REPAIRS #839	\$ 686.32	dshop
338522	1/3/2024	0001954209	CENTRAL WELDING SUPPLY CO, INC	SHOP TOOLS	\$ 159.52	dshop
338399	1/3/2024	1393708	LIFE ASSIST, INC	I-GEL AIRWAYS, PELICAN CASES, T	\$ 1,296.24	medic
338396	1/3/2024	14666	NORTHWEST CLEAN AIR AGENCY	2024 LOCAL ASSESSMENT - PER CAPITA FEE	\$ 8,940.00	finance
338777	1/3/2024	179659	FIRSTLINE COMMUNICATIONS	SHORETEL SUPPORT AGREEMENT	\$ 9,518.78	infosys
338186	1/3/2024	23-37842	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS	\$ 99.45	dwwtp
338187	1/3/2024	23-37884	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 134.30	dwwtp
338753	1/3/2024	504381876	PATEL DDS, RAMAN	DENTAL REIMBURSEMENT - LEOFF	\$ 280.00	hr
338394	1/3/2024	7348160386	CARDINAL HEALTH 110, INC.	PHARMA: MORPHINE	\$ 35.08	medic
338760	1/3/2024	9335427571	GRAYBAR ELECTRIC COMPANY, INC	FIBER CLAMP	\$ 66.37	fiber
338358	1/3/2024	INV00236014	USA BLUE BOOK	BUFFER, LAB GLOVES	\$ 927.60	dwtpt
338397	1/3/2024	INV28578	SEAWESTERN, INC.	FIRE BOOTS	\$ 549.00	medic
338403	1/4/2024	0001955264	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 110.12	medic
338360	1/4/2024	114089	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 132.50	dwtpt
338401	1/4/2024	1393939	LIFE ASSIST, INC	DISPOSABLE EAR SENSORS	\$ 693.60	medic
338400	1/4/2024	1394058	LIFE ASSIST, INC	MEGAMOVERS, CPR MASKS, RESUS PACKS.	\$ 1,524.82	medic
338724	1/4/2024	1666716	WALTON BEVERAGE COMPANY, INC	10 LBS COFFEE	\$ 126.00	medic
338369	1/4/2024	23-38002	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
338368	1/4/2024	24-00189	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338276	1/4/2024	2480	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 247.50	pubdef
338277	1/4/2024	2481	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 75.00	pubdef
338278	1/4/2024	2482	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 82.50	pubdef
338279	1/4/2024	2483	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 225.00	pubdef
338280	1/4/2024	2484	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 217.50	pubdef
338281	1/4/2024	2485	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 202.50	pubdef
338282	1/4/2024	2486	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 345.00	pubdef
338283	45295	2487	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 120.00	pubdef
338284	1/4/2024	2488	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 150.00	pubdef
338285	1/4/2024	2489	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 592.50	pubdef
338286	45295	2490	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 105.00	pubdef
338287	1/4/2024	2491	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 375.00	pubdef
338511	1/4/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 11/01- 12/01/23	\$ 27,474.05	dshop
338707	1/4/2024	351255A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 188.34	dshop
338532	1/4/2024	51749715	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,441.62	dwtp
338733	1/4/2024	9335433967	GRAYBAR ELECTRIC COMPANY, INC	FIBER DROP CLAMPS	\$ 184.96	fiber
338510	1/4/2024	9952640184	GRAINGER	MAINTENANCE SUPPLIES - PRESSURE GAUGES	\$ 264.26	dwwtp
338530	1/4/2024	INV00236487	USA BLUE BOOK	VITA-D-CHLOR GRANULES	\$ 553.86	dwtp
338391	1/5/2024	23-37885	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 40.80	dwwtp
338392	1/5/2024	23-38420	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN - MONTHLY	\$ 81.60	dwwtp
338374	1/5/2024	23-38732	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT WET WELL	\$ 45.05	dwwtp
338363	1/5/2024	9117	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A00063	\$ 169.73	apd
338730	1/5/2024	9335452043	GRAYBAR ELECTRIC COMPANY, INC	ROUTER & OPERATING SYSTEM	\$ 14,468.81	fiber
338529	1/5/2024	INV00237685	USA BLUE BOOK	VITA-D-CHLOR GRANULES	\$ 553.86	dwtp
338691	1/5/2024	INV031677	WASHINGTON ASSOCIATION OF	ACCREDITATION ANNUAL FEE	\$ 2,500.00	apd
338764	1/5/2024	ReimbOLeary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIRFF	\$ 368.01	hr
338755	1/6/2024	220013286491	PUGET SOUND ENERGY INC	APD 12/7/23-1/5/24	\$ 2,487.49	apd
338387	1/6/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 12/7/23- 1/5/24	\$ 165.72	finance
338672	1/6/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 12/7/23 - 01/05/2024	\$ 47.36	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338389	1/6/2024	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 12/7/23-1/5/24	\$ 10.89	dwwtp
338390	1/6/2024	220033976006	PUGET SOUND ENERGY INC	PARKS 12/6/23-1/5/24	\$ 39.03	parks1
338537	1/8/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	DEC JAIL TAX PAYMENT PER CONTRACT	\$ 88,404.15	finance
338402	1/8/2024	085557	SMOLSNIK, MICHAEL	REIMBURSEMENT FOR FUEL- SMALL EQUIPMENT	\$ 27.55	dshop
338752	1/8/2024	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH STREET 12/823-1/6/2024	\$ 4,589.27	publib
338739	1/8/2024	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 12/8- 1/6/24	\$ 15.09	finance
338750	1/8/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE 12/8-1/6/24	\$ 29.13	dshop
338513	1/8/2024	23-38958	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT WET WELL	\$ 45.05	dwwtp
338756	1/8/2024	961183068	WILSON DDS, NICHOLAS J	DENTAL SERVICES, LEOFF1 RETIREE, DODGE	\$ 1,745.00	hr
338689	1/8/2024	INV240172	USA BLUE BOOK	BUFFER, SULFURIC ACID	\$ 156.86	dwwtp
338765	1/8/2024	Pay App 3	SCIMITAR CONSTRUCTION	O AVENUE SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT	\$ 30,468.99	pw1
338541	1/9/2024	0001	SOUTH, JACOB	GYM SUPERVISION FOR LAST BOYS	\$ 175.00	pkrec
338685	1/9/2024	112-0850-00	ANADUPE 7 LLC	UB Refund Cst #064372	\$ 135.24	finance
338687	1/9/2024	112-0870-00	ANADUPE 7 LLC	UB Refund Cst #064374	\$ 88.56	finance
338688	1/9/2024	112-0875-00	ANADUPE 7 LLC	UB Refund Cst #064524	\$ 95.61	finance
338726	1/9/2024	1667456	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 224.50	dshop
338751	1/9/2024	1667457	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 550.00	finance
338759	1/9/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	DEC AFFORDABLE HOUSING TAX PAYMENT	\$ 34,850.13	finance
338754	1/9/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	DEC AFFORDABLE HOUSING TAX PAYMENT	\$ 34,850.13	finance
338699	1/9/2024	23-38717	EDGE ANALYTICAL, INC	LAB TESTING - FINAL EFFLUENT	\$ 45.05	dwwtp
338700	1/9/2024	23-38841	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT WETWELL	\$ 45.05	dwwtp
338705	1/9/2024	INV2762336	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 12/8/23- 1/7/24	\$ 391.57	finance
338780	1/9/2024	January 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - JANUARY 2024	\$ 5,000.00	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
338702	1/9/2024	RefundOHara	O'HARA, NEIL	CAMERA CLUB REFUND NOV 2023	\$ 33.75	parks1
	Total				\$ 1,713,635.73	



City Council Agenda Bill

Meeting Date: January 16, **Agenda Item:** 5.c.
2024

Agenda Item Title: Special Event Application: Pride Parade

Staff Contact(s): Stephanie Snyder

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Stephanie Snyder	Motion
John Coleman	

Item Summary: Road closure request for Pride Parade: June 2024

Budget Impact:
0

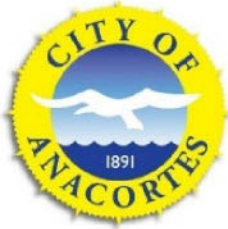
Previous Action: None

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. Pride Event
2. Street Fair Event Map_ Anacortes Pride Parade 6-22-2024
3. Street Fair Indemnification Agreement_ Anacortes Pride Parade 6-22-2024



Special Event Application

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

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

Application

**Application Date ***

11/28/2023

Event Name *

Anacortes Pride Parade

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☒ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Anacortes Pride

Mailing Address *

PO Box 2021, Anacortes, WA 98221

Event Contact Person *

Cid Blase

Event Contact Email *

cblase@anacortespride.org

Event Contact Phone *

907-942-3313

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

1500

Event Description *

Pride Parade, music, floats, walkers, motorbikes, bicycles, firetrucks

Will food vendors participate in this event? *

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

☒ Yes ☐ No

Date Event Starts *

6/22/2024

Time Event Starts *

10:00:00 AM

Date Event Ends *

6/22/2024

Time Event Ends *

5:00:00 PM

Date Street Closure Starts *

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

6/22/2024

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

6/22/2024

Time Street Closure Ends *

11:00:00 AM

Event Location *

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

3rd St onto Commercial Ave. to 10th St to N Ave. Ending at Causland Park,
Road in front of Causland Park, N Ave. between 7th and 8th St, to remain closed for food trucks until 5pm

Parking Location

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

We created additional handicapped parking on the west side of Causland Park by the ramp. I put out additional signs the day before.

Event Map (optional)

Upload one or more maps of the event

Pride Parade 2024.pdf

528.29KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

2023-11-28 09.03.59.jpg

2.7MB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

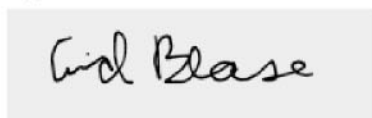
The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature


Admin Review



Council Meeting Date *

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

1/15/2024

Staff Review Deadline *

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

1/8/2024

Administrator comments and conditions of approval

Insurance Certificate

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

Departmental Review



Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Routine police patrols unless requested by event organizers for additional assistance.

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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

City Council Decision

City Council Decision *

☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date *

Conditions of Approval

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

Submit

by Anonymous User 11/28/2023 9:13:31 AM (Submit Form)

Return for Revision

by Stephanie Snyder 11/28/2023 9:25:23 AM (Admin Review)

- The task was assigned to Stephanie Snyder 11/28/2023 9:13:32 AM

Submit

by Stephanie Snyder 12/11/2023 9:20:25 AM (Submitter Revises)

- An error occurred when trying to assign the task 11/28/2023 9:25:24 AM
- Greg Francioch reassigned the task to Stephanie Snyder 11/28/2023 10:32:48 AM

Route to Department H...

by Stephanie Snyder 12/26/2023 1:53:50 PM (Admin Review)

- The task was assigned to Stephanie Snyder 12/11/2023 9:20:26 AM

Approve

by Brandon Lowry 12/26/2023 2:28:16 PM (Public Works Review)

- The task was assigned to Wil Ludemann, Mac Jackson, Brandon Lowry, Shelly Jensen. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:50 PM
- Brandon Lowry assigned the task to Brandon Lowry 12/26/2023 2:28:04 PM

Approve

by Jonn Lunsford 12/27/2023 9:30:58 AM (Parks Director Review)

- The task was assigned to Jonn Lunsford. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:51 PM

Approve

by Chris Fuller 12/27/2023 7:10:12 AM (Police Chief Review)

- The task was assigned to Chris Fuller. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:51 PM

Approve

by Bill Harris 12/27/2023 6:34:06 AM (Fire Marshall Review)

- The task was assigned to Bill Harris. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:52 PM

Approve

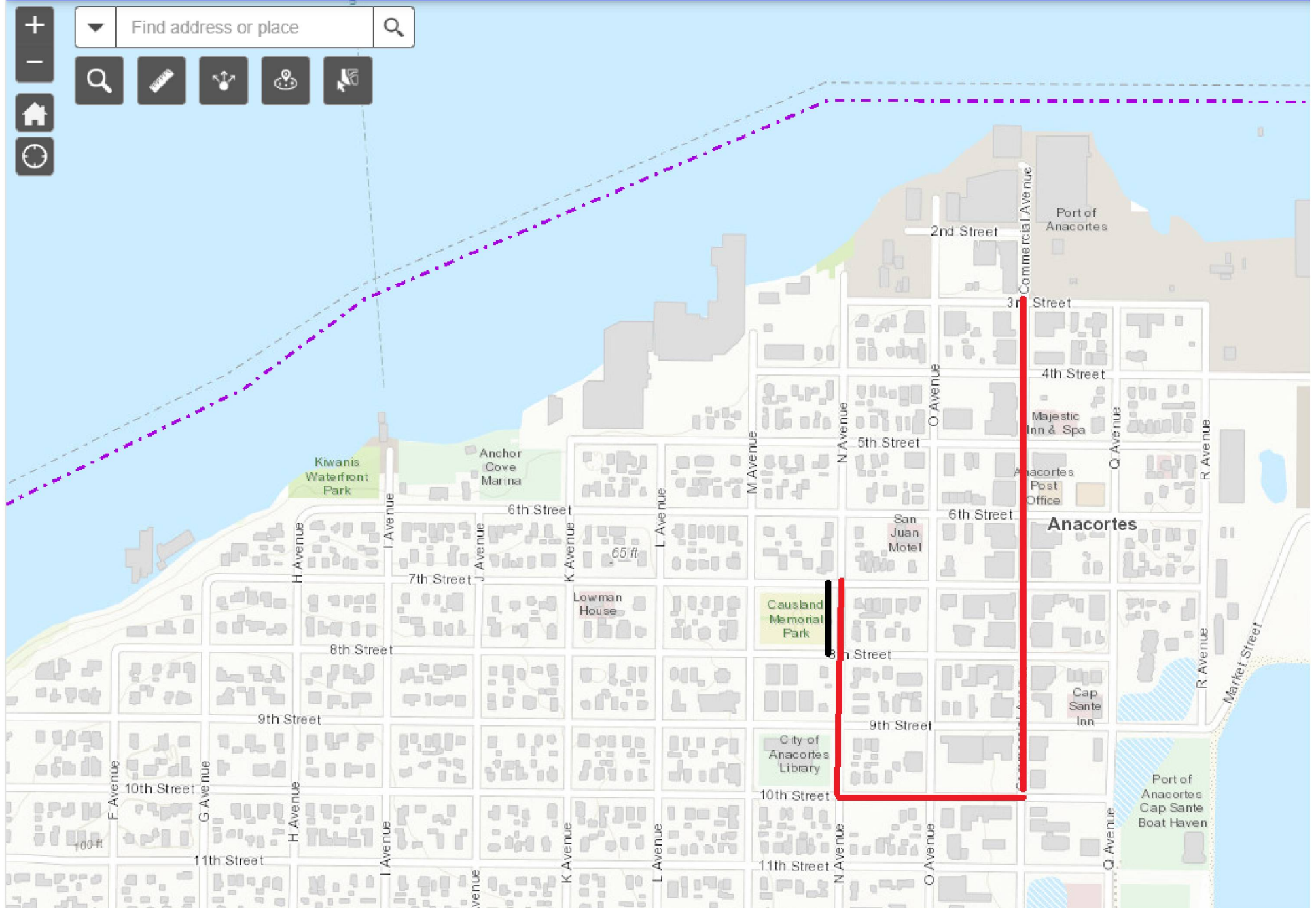
by John Coleman 12/27/2023 10:55:24 AM (Building Department Review)

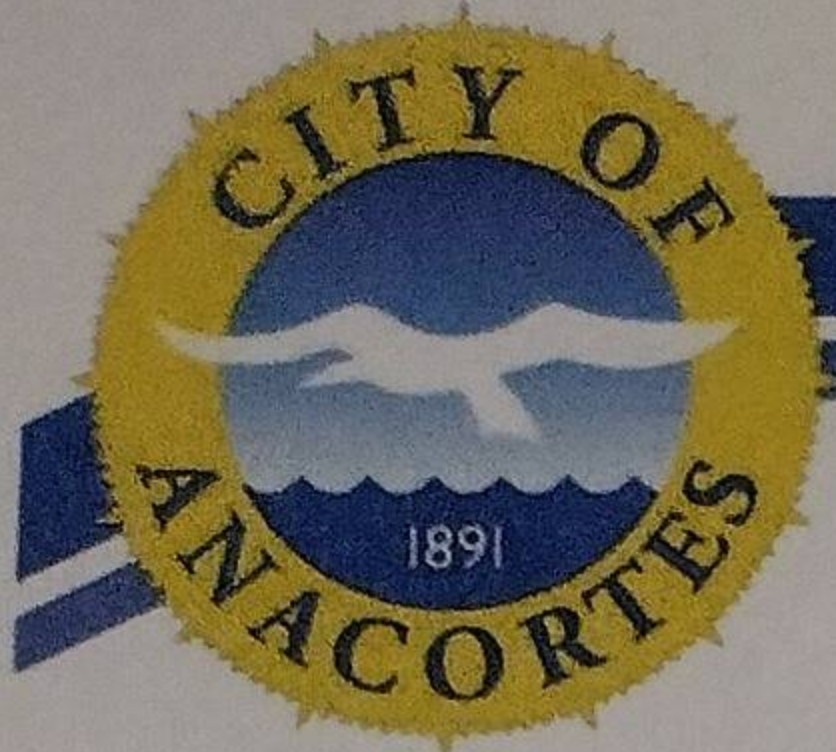
- The task was assigned to John Coleman. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:52 PM

Staff Review Complete

by Stephanie Snyder 1/2/2024 8:22:09 AM (Admin Monitoring)

- The task was assigned to Stephanie Snyder. The due date is: January 8, 2024 5:00 PM 12/26/2023 1:53:53 PM





SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 11-28-23

Cid Blase Anacortes Pride Board Member
Name and Title – Printed

Name and Title – Printed

Cid Blase
Signature

Signature



City Council Agenda Bill

Meeting Date: January 16, **Agenda Item:** 5.d.
2024

Agenda Item Title: Special Event Application: Shipwreck Day

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: GARAGE SALE TYPE ITEMS IN 10X10 BOOTHS -- FOOD BOOTHS--
KIWANIS AND POPCORN

Budget Impact:

Zero

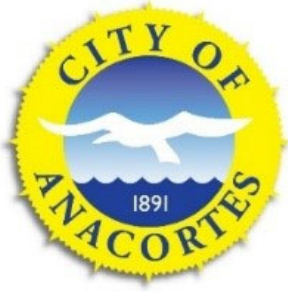
Previous Action: Approved 2023

Recommended Motion: Approve

Alternative Actions: Modify/Disapprove

Attachments (listed in order presented):

1. Shipwreck application 2024 CC



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

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

Application

Application Date *

12/11/2023

Event Name *

SHIPWRECK DAY

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☐ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

FIDALGO ISLAND ROTARY

Mailing Address *

PO BOX 125

Event Contact Person *

VALERIE TIBBETTS

Event Contact Email *

valtravelq@hotmail.com

Event Contact Phone *

360-299-9390

Event Website

shipwreckfest.com

Estimated Number of Participants/Attendees *

10,000

Event Description *

GARAGE SALE TYPE ITEMS IN 10X10 BOOTHS -- FOOD BOOTHS-- KIWANIS AND POPCORN

Will food vendors participate in this event? *

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

☒ Yes ☐ No

Date Event Starts *

7/20/2024

Time Event Starts *

8:00:00 AM

Date Event Ends *

7/20/2024

Time Event Ends *

4:00:00 PM

Date Street Closure Starts *

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

7/20/2024

Time Street Closure Starts *

3:00:00 AM

Date Street Closure Ends *

7/20/2024

Time Street Closure Ends *

6:00:00 PM

Event Location *

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

Commercial from 10th to 3rd --5th, 6th, 7th west from Commercial to O and 6th, 7th East from Commercial to Q

Porta Potties on 5th east corner/7th east ---garbage bins on 3rd, 5th and 7th EAST

Parking Location

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

Handicapped parking behind City Hall

Event Map (optional)

Upload one or more maps of the event

[shipwreck Binder 1.pdf](#) 1.27MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[SHIPWRECK 12.11.23 AI Endo...](#) 150.99KB

[SHIPWRECK 2023-24-certificat...](#) 933.79KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

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

Electronic Signature Agreement

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

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

☒ Yes

Signature

Valerie Tibbets

Admin Review

Council Meeting Date *

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

1/15/2024

Staff Review Deadline *

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

1/8/2024

Administrator comments and conditions of approval

Please review and approve.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

N/A

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

We ask that the event take care of all garbage created by Ship Wreck Day and leave the public cans cleaned and empty at the end of their event.

Police Department will provide the following services for this event:

routine police patrols

Police Department concerns, objections, or conditions of approval *

None

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

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

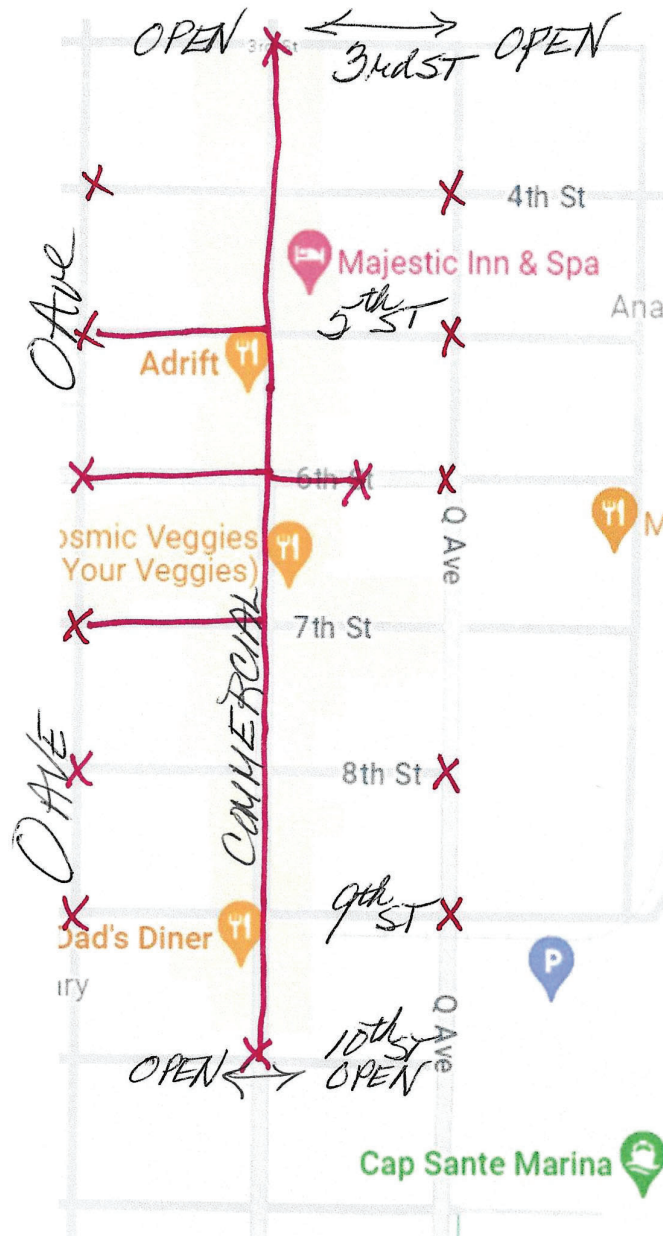
None

Departmental attachments

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

SHIPWRECK MAP 2024

Commercial is closed from 3rd to 10th street. Both 3rd and 10th are open to traffic. All alleyways are open. Moveable barricades block street ends at 5th, 6th and 7th east. Booths occupy curbside only so a fire truck could access. On 6th street east a barricade blocks just before the PO driveway as that remains open. Booths occupy curbside only. X marks moveable barricades.



From: [Bill Harris](#)
To: [Stephanie Snyder](#)
Subject: RE: Fw: Shipwreck application follow up
Date: Tuesday, January 2, 2024 3:15:53 PM

Yes, I am all good with the plan.

Bill Harris

Fire Chief

Anacortes Fire Dept.

1016 13th Street

Anacortes, WA 98221

360-855-5081

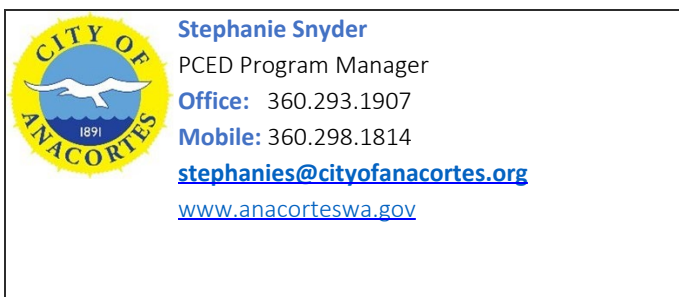
From: Stephanie Snyder <stephanies@cityofanacortes.org>
Sent: Tuesday, January 2, 2024 1:17 PM
To: Bill Harris <billh@cityofanacortes.org>
Cc: John Coleman <johnc@cityofanacortes.org>
Subject: FW: Fw: Shipwreck application follow up

Happy New Year Bill!

This email below let me know you were to meet with Richard Curtis and go over some map details to be sure emergency services were able to get through or around the Shipwreck Event in July. If you wouldn't mind letting me know when you have come to an agreement with the Shipwreck organizers, so we can continue the processing. I am sure they will reach out to me too, but would also like to confirm your approval of the event once they have made a map that will work to keep the City safe.

Thanks Bill!

Happy 2024...



From: Richard Curtis <richard.curtis.2901@gmail.com>
Sent: Wednesday, December 27, 2023 6:55 AM
To: Valerie Tibbetts <valtravelq@hotmail.com>; Stephanie Snyder <stephanies@cityofanacortes.org>

Subject: Re: Fw: Shipwreck application follow up

Dear Valerie and Stephanie,

Due to Chief Harris' schedule, I was not able to discuss the fire department access issues with Chief Harris before the holidays. I am scheduled to meet with him on January 2, at 11:00 am. I will report back to both of you after I meet with him.

Sincerely,

Richard Curtis | Senior Project Manager
360-661-3282



Website: Esci.us | Email: richard.curtis@esci.us



“The Consulting Firm of the IAFC”

Like and Follow ESCI on Social Media!



On Tue, Dec 26, 2023 at 3:41 PM Valerie Tibbetts <valtravelq@hotmail.com> wrote:

Hi Richard,

Could you check out the string below and if you can add any info for Stephanie that would be good. I'll email her a set of maps tomorrow.

Thanks, Val

Valerie Tibbetts

PNW PETS co-registrar 2023-24

Fidalgo Island Rotary Secretary 2020-2024

Shipwreck Committee 2010-2024

360-708-3702 C

360-299-9390

From: Stephanie Snyder <stephanies@cityofanacortes.org>

Sent: Tuesday, December 26, 2023 3:22 PM

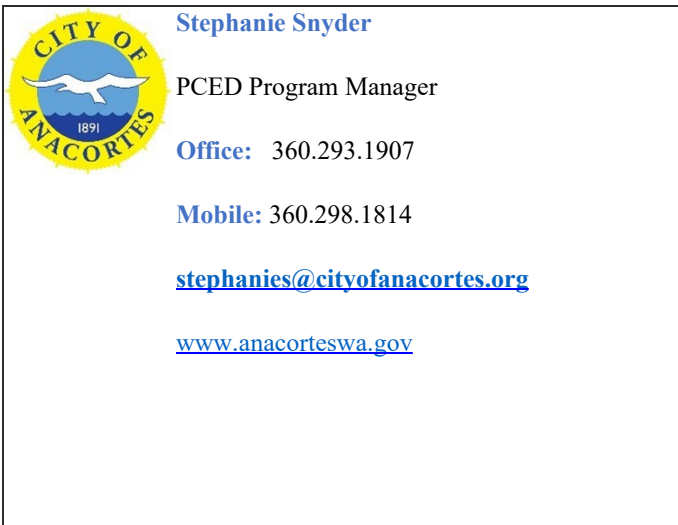
To: Valerie Tibbetts <valtravelq@hotmail.com>

Subject: RE: Shipwreck application follow up

Perfect! I knew you would be working on it.

Let me know how I can help, if needed. Otherwise I will wait for the new maps to continue the process.

Have a great day Valerie.



From: Valerie Tibbetts <valtravelq@hotmail.com>

Sent: Tuesday, December 26, 2023 2:53 PM

To: Stephanie Snyder <stephanies@cityofanacortes.org>

Subject: Re: Shipwreck application follow up

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Hi Stephanie

Richard Curtis worked directly with the chief and provided maps. I'll check with Richard on outcome

Thanks Valerie

Sent from my iPhone Val

On Dec 26, 2023, at 2:00 PM, Stephanie Snyder
<stephanies@cityofanacortes.org> wrote:

Hello Valerie..

Just following up on the Shipwreck Event Application; wondered if you have a solution for fire dept access to downtown? If you would like Chief Harris phone number, I can provide that here at 360.299.1979. Maybe you can work directly with him to ensure safe passage of fire trucks if needed during the event. I still have the rest of the application ready to process as soon as I can provide Chief Harris a map he will approve for the event.

I hope the holidays are treating you well! Have a wonderful day!

<image001.jpg> **Stephanie Snyder**

PCED Program Manager

Office: 360.293.1907

Mobile: 360.298.1814

stephanies@cityofanacortes.org

www.anacorteswa.gov



City Council Agenda Bill

Meeting Date: January 16, **Agenda Item:** 5.e.
2024

Agenda Item Title: Contract Award: 2024 Janitorial Services #24-041-FAC-001

Staff Contact(s): Andrew Rheume, WIL LUDEMANN

<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 \$71,852.60, plus charges for as-needed cleanings scheduled by the Project Manager, to Be Enterprises LLC to perform the 2024 Janitorial Services. The work provided includes routine janitorial cleaning at 4 city facilities, as-needed cleanings at the Senior Activity Center and City Hall, and yearly window, carpet, and floor cleaning at specified locations.

Background:

1. **History:** Weekly janitorial services required at the Operations Facility, Library, Fire Station 1, Wastewater Treatment Plant, Senior Activity Center, and City Hall include, but are not limited to, basic vacuuming, dusting, trash removal, mopping, surface cleaning, and cleaning of restrooms and break rooms. The recommended vendor will provide these cleaning services and cleaning products required for the work. The City will provide paper products and trash liners. The agreement also includes yearly window, carpet, and floor cleaning at the Library, Senior Activity Center, WTP, Public Safety Building, and City Hall.
2. **Key Terms:**
 - The contract term is from 1/1/24-12/31/24.
 - Contract is for a fixed price of \$71,852.60, plus charges for as-needed cleanings scheduled by the Project Manager.
3. **Competitive Bidding:** This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected Be Enterprises LLC to perform the work.

Budget Impact:

Contractor	Be Enterprises LLC
Contract Amount	\$71,852.60 plus charges for as-needed cleanings
BARs #	Wastewater Treatment Plant: 440.750.535.83.41 All other facilities: 001.713.518.30.41
Budget Amendment Required?	No
Start Date	1/1/2024
End Date	12/31/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #24-041-FAC-001 with Be Enterprises LLC in the amount of \$71,852.60 plus charges for as-needed cleanings, for the performance of the 2024 Janitorial Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-041-FAC-001



CONTRACT 24-041-FAC-001
Between
THE CITY OF ANACORTES
and
BE ENTERPRISES LLC

2024 JANITORIAL SERVICES

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Be Enterprises LLC, hereinafter referred to as the "Contractor";

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

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

1. **Scope of Work.** Under this Agreement, the Contractor shall provide janitorial services at City of Anacortes facilities, as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be performed on the schedule listed in Exhibit A and scheduled in advance with the Project Manager, Brandon Krause, or designee.

2. **Price.** Pricing shall be fixed as specified in Exhibit A, for an annual firm fixed price of amount of **Seventy-One Thousand Eight Hundred Fifty-Two Dollars and Sixty Cents (\$71,852.60)**, plus charges for as-needed cleanings scheduled by the Project Manager. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of Intent to Pay Prevailing Wage approved by the Department of Labor and Industries.

3. **Period of Performance.** The period of performance is from January 1, 2024 through December 31, 2024. The specific janitorial schedules for each facility are listed in Exhibit A.

4. WASHINGTON STATE PREVAILING WAGES

- a) Before any payment can be made by the City, Contractor must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new contract year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the contract year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

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

6. **Job Safety Requirements Compliance.** The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

7. **Chemical Hazard Safety**

- a) **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
 - i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- b) Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
 - i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- c) In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

- a) **Damp Mopping:** A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
- b) **Dusting:** Properly dusted surfaces are free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.
- c) **Glass Cleaning:** Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Wipe any overspray from adjacent surfaces.
- d) **Metal Cleaning:** Metal surfaces are clean when no deposits, tarnish, film, or streaks remain and there is a

uniformly bright appearance. Remove any cleaner overlap/overspray from adjacent non-metal surfaces to prevent discoloring or damage.

- e) **Spot Cleaning – General:** An adequately spot-cleaned surface is free of all deposits, stains, and is substantially free of cleaning marks.
- f) **Spot Cleaning – Carpets:** A carpet “spot” is any stain, deposit, gum or spill or spill within a maximum one foot square area that can be removed or rubbed out with a cleaning solution not requiring machinery extraction. Spot cleaning should diminish or completely remove the spot until regular carpet cleaning is scheduled or required. Care will be taken to use a product that will not harm the carpet fibers.
- g) **Sweeping and Vacuuming:** Properly swept and vacuumed floors are free of all topical dirt, grit, lint and debris, except embedded dirt and grit.
- h) **Surface Cleaning:** Properly cleaned surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film and deposits.

9. **Subcontracts.** The Contractor shall not subcontract the Scope of Work (“Work”) unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. “Subcontractor” means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

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

Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor’s employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City. If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

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

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

12. **Withholding Payment.** In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such

notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

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

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

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

16. **Standard of Care**. The Contractor represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Contractor, and any persons employed by Contractor, 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.

17. **Inspection.**

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

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

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

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

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

20. **Insurance.**

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

B. **No Limitation:** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contractor's required insurance shall be of the types and coverage as stated below:

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

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

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

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

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

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

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

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

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

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

21. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

24. The City's Right to Terminate Agreement.

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated

profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

28. **Disputes**

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

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

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

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising of this Agreement or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

29. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military

authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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

31. **Compliance with Laws.** The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

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

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

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

CITY:

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

CONTRACTOR:

Be Enterprises LLC
Beth Grassi
6310 Goodhew Road
Sedro-Woolley, WA 98284

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

CITY OF ANACORTES

BE ENTERPRISES LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

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).

CONTRACT 24-041-FAC-001
2024 JANITORIAL SERVICES
EXHIBIT A

SCOPE OF WORK PER FACILITY AND SERVICE TYPE

- Cleaning products provided by Contractor
- Paper products and trash liners provided by the City

Overall Summary:

Scheduled Services

Location	Street Address	Type	Frequency	Cost of Complete Service Per Month	Cost Per Calendar Year
1. Operations Facility	2201 37 th Street, Anacortes	General	2x per wk	\$959.40	\$11,512.80
		Deep Clean	Quarterly	\$125.00	\$500.00
2. Library	1220 10 th Street, Anacortes	General	3x per wk	\$1,532.40	\$18,388.80
		Restrooms	6x per wk	\$750.00	\$9,000.00
		Windows	1x per year	\$1,650.00	\$1,650.00
		Carpet	1x per year	\$3,000.00	\$3,000.00
3. Fire Station I	1016 13 th Street, Anacortes	General	1x per wk	\$505.05	\$6,060.60
		Windows	1x per year	\$750.00	\$750.00
4. Wastewater Treatment Plant	500 T. Ave, Anacortes	General	1 x wk	\$580.45	\$6,965.40
5. Water Treatment Plant	14489 River Bend Rd, Mount Vernon	Flooring	2x per year	\$300.00	\$600.00
6. Senior Activity Center	1701 22 nd St, Anacortes	Flooring	2x per year	\$4,500.00	\$9,000.00
		Windows	1x per year	\$475.00	\$475.00
7. Public Safety Building	1218 24 th St, Anacortes	Flooring	1x per year	\$800.00	\$800.00
		Court Chairs	1x per year	\$250.00	\$250.00
		Windows	1x per year	\$500.00	\$500.00
8. City Hall	904 6 th St, Anacortes	Windows	2x per year	\$1,200.00	\$2,400.00
Total					\$71,852.60

As-Needed

Location	Street Address	City	Frequency	Cost of Complete Service Per Ea
9. Senior Activity Center	1701 22 nd St	Anacortes	As needed	\$125.00
10. City Hall	904 6 th St	Anacortes	As needed	\$125.00

Work Details:**Location 1: Operations Facility**Entrance:

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

Bathrooms/Locker Rooms:

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

Offices:

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

Conference Room:

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

Break Room:

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

Work room(s):

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

Deep Cleanings:

Deep cleaning consists of regular cleaning, windows, windowsills, spider web removal, dusting of high areas and low areas, wiping down chairs, cabinets, cleaning of the walls and doors, removal of scuff marks on cove base and scrubbing of floors.

Location 2: Anacortes Public Library

Main Lobby:

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

Community Meeting Room:

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

Main Hall:

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

Small Study Rooms:

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

Children's area:

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

Office and Cubicles:

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

Second Floor Fiction and Fireside Reading Area:

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

Kitchenette:

- Wipe down kitchenette area including sink, microwave, and exterior of cabinets
- High low dusting
- Surface clean table tops

- HEPA vacuum and mop flooring
- Empty garbage and recycling bins
- Clean and sanitize door handles and light switches

6 x weekly Public Restroom schedule:

- Sanitize bathrooms fixtures
- Clean and sanitize all toilets, sinks, countertops, and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Refill paper products and soap as needed
- HEPA vacuum
- Mop floors
- Empty garbage and recyclable bins

Window Cleaning:

- Large windows to be cleaned in April
- Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.

Carpet Cleaning:

Use a hot water extraction machine with pressurized water and cleaning solution for deep clean.

Location 3: Fire Station 1

Entrance:

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

Bathrooms:

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

Offices:

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

Conference Rooms:

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

Kitchenette/Break Room:

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

Work Room:

- High/low dusting
- Surface clean countertops/tables
- HEPA vacuum and wet mop

Additional common areas:

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

Window Cleaning:

- Windows to be cleaned in April
 - Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.
-

Location 4: Anacortes Wastewater Treatment Plant

Entrance:

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

Bathrooms: in both buildings

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

Offices:

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

Lab:

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

Kitchenette / Break Room:

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

Location 5: Anacortes Water Treatment Plant

Floor Cleaning and Recoating:

- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors
-

Location 6: Senior Activity Center

Floor Cleaning and Recoating:

- to be performed in April and November
- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors

Window Cleaning:

- Windows to be cleaned in April
 - Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.
-

Location 7: Public Safety Building

Floor Cleaning and Recoating:

- deep scrub and apply four (4) coats of floor finish to all vinyl commercial tile (VTC) floors

Court Chair Upholstery Cleaning:

- clean all Court chairs with cleaning agents based on the tag instructions of the chair

Window Cleaning:

- Windows to be cleaned in April
 - Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.
-

Location 8: City Hall

Window Cleaning:

- Windows to be cleaned in April and September
 - Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Contractor shall wipe any overspray from adjacent surfaces. Ladders must be used at all times in a manner that meets Chapter 296-876 WAC and any and all other applicable Federal, State, local laws, ordinances, and regulations.
-

Location 9: Anacortes Senior Activity Center

As Needed and Scheduled by the Project Manager:

Lobby Entrance:

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

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized

- Clean and disinfect counter tops and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Clean showers as needed
- Refill paper products, as needed
- HEPA vacuum and mop floors

Great Rooms:

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

Kitchen:

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

Work Room(s) / Offices:

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

Additional Common Areas:

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

Location 10: City Hall

As Needed and Scheduled by the Project Manager:

Lobby Entrance:

- Clean entrance area
- Dust hard counter top surface
- Clean entrance door windows
- HEPA vacuum/mop entrance and reception areas

Bathrooms:

- Toilets, and sinks cleaned and sanitized
- Clean/sanitize all bathroom fixtures including toilet handles, countertops, mirrors door handles, push buttons and light switches
- Refill paper products and soap dispensers
- HEPA vacuum and mop floors

Conference Rooms:

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

Kitchens:

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

Work Room(s) / Offices:

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

Additional Common Areas:

- Sanitize hand rails
- HEPA vacuum/mop flooring
- Clean entry glass



City Council Agenda Bill

Meeting Date: January 16, **Agenda Item:** 6.a.
2024

Agenda Item Title: Resolution 3145: Waiving the State Competitive Bidding Requirements for the Purchase and or Replacement of Motorola Solutions, Inc. Portable and Car Radio Systems for the Anacortes Police Department

Staff Contact(s): DAVE FLOYD

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

TIFFANY MATSON

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: City staff seeks City Council approval of Resolution 3145 to waive the bidding requirements for the purchase and or replacement of Motorola Solutions, Inc. portable and car radio systems for the Anacortes Police Department.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- The operation of the City of Anacortes' Police Department requires portable and car radio systems in order for officers to be able to perform their job duties.
- The City currently has Motorola Solutions, Inc. radios installed in all police vehicles and police officers are outfitted with Motorola Solutions, Inc. portable radios.
- The Police Department currently owns Motorola Solutions, Inc. charging stations, batteries, and accessories that only work with the Motorola Solutions, Inc. radio systems.
- Installing a different brand of radios would result in significant additional cost to the City for staff training, changes in procedures, and maintaining a full stock of spare parts for multiple radio brands, as well as the very real risk of different radio brands not working together which could impact public safety.
- Motorola Solutions, Inc. is the manufacturer and distributor of the portable radio model APX8000 and car radio system APX8500 currently used by the Police Department.

- It is expected that the Anacortes Police Department will need to continually purchase new radios to replace failed ones as well as to outfit new police officers and vehicles.
- The current price of the APX8000 portable radio with accessories is \$8,152 and the current price of the APX8500 car radio system with accessories is \$8,951. The City's bid threshold for goods, equipment, materials, and supplies is \$7,500.00.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3145 be approved authorizing the purchase of Motorola Solutions, Inc. portable and car radio systems for the Anacortes Police Department, and waiving the competitive bidding requirements due to a single source of supply.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. RESOLUTION No 3145

RESOLUTION 3145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, waiving the state competitive bidding requirements for the purchase and or replacement of Motorola Solutions, Inc. portable and car radio systems for the Anacortes Police Department, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.; and

WHEREAS, the operation of the City of Anacortes' Police Department requires portable and car radio systems in order for officers to be able to perform their job duties.; and

WHEREAS, the City currently has Motorola Solutions, Inc. radios installed in all police vehicles and police officers are outfitted with Motorola Solutions, Inc. portable radios.; and

WHEREAS, the Police Department currently owns Motorola Solutions, Inc. charging stations, batteries, and accessories that only work with the Motorola Solutions, Inc. radio systems; and

WHEREAS, installing a different brand of radios would result in significant additional cost to the City for staff training, changes in procedures, and maintaining a full stock of spare parts for multiple radio brands, as well as the very real risk of different radio brands not working together which could impact public safety.; and

WHEREAS, Motorola Solutions, Inc. is the manufacturer and distributor of the portable radio model APX8000 and car radio system APX8500 currently used by the Police Department.; and

WHEREAS, it is expected that the Anacortes Police Department will need to continually purchase new radios to replace failed ones as well as to outfit new police officers and vehicles.; and

WHEREAS, the current price of the APX8000 portable radio with accessories is \$8,152 and the current price of the APX8500 car radio system with accessories is \$8,951. The City's bid threshold for goods, equipment, materials, and supplies is \$7,500.00.

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

Section 1. The City Council of the City of Anacortes finds that because (1) the Police Department requires portable and car radio systems in order for officers to be able to perform their job duties, (2) the City currently has Motorola Solutions, Inc. radios installed in all police vehicles and police officers are outfitted with

Motorola Solutions, Inc. portable radios, (3) installing a different brand of radios would result in significant additional cost to the City for staff training, changes in procedures, and maintaining a full stock of spare parts for multiple radio brands, as well as the very real risk of different radio brands not working together which could impact public safety, and (4) Motorola Solutions, Inc. is the manufacturer and distributor of the portable radio model APX8000 and car radio system APX8500 currently used by the Police Department, that the City of Anacortes is clearly limited to a single source of supply from Motorola Solutions, Inc., justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes hereby waives the bidding requirements for the purchase of Motorola Solutions, Inc. portable and car radio systems for use by the Anacortes Police Department.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 16th day of January, 2024.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: January 16, **Agenda Item:** 6.b.
2024

Agenda Item Title: Ordinance 4067: Interfund Loan

Staff Contact(s): STEVE HOGLUND

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

Item Summary: The Fiber department resides in the General fund, and in the pursuit of a robust fiber system, the City has used a combination of cash and limited debt financing to pay for the system. A \$4.5M line of credit is due to be repaid on January 31, 2024, and the City has planned on using an interfund loan to repay that, with the intent of using long term financing later in 2024 when a more complete accounting of the project will be available, and more favorable rates can be obtained in the municipal bond market. An interfund loan is therefore required to provide bridge funding to enable the LOC repayment and provide a short-term cash buffer for ongoing Fiber operations. The interfund loan will be split between the ERR and Water funds, to limit the amount of cash impact on each, and to provide extra interest earnings for each fund as well.

Budget Impact:
\$6,950,000

Previous Action:

Recommended Motion: I move to approve ordinance 4067 authorizing an interfund loan between the ER&R and Water funds and the General Fund.

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

Attachments (listed in order presented):

1. Ord 4067 Gen fund final
2. loan worksheet

ORDINANCE NO. 4067

**AN ORDINANCE AUTHORIZING AN INTERFUND LOAN BETWEEN THE
EQUIPMENT RENTAL AND WATER FUNDS TO THE GENERAL FUND**

WHEREAS, the City Council has committed to establish a robust fiberoptic network in the City of Anacortes and in pursuit of that obtained a \$4.5M line of credit to support the construction costs, and that line of credit is due to be repaid on January 31, 2024, and

WHEREAS, the Municipal Fiber division resides in the General Fund and the City has continued its commitment to buildout the fiberoptic network using existing cash with the intent to issue a long term debt instrument when the network buildout is nearer completion and the final accounting can be relied on so long term financing in the form of a General Obligation bond can be obtained, and

WHEREAS, a more favorable borrowing rate may be available in the future, and

WHEREAS, until that time bridge funding in the form of an interfund loan is desired,
and

WHEREAS, the Water fund and Equipment Rental & Revolving (ERR) fund have sufficient cash to meet the short term borrowing needs for up to 5 years to provide bridge funding for the General Fund, which allows interest earnings to be credited back to the loaning departments.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ANACORTES DOES
ORDAIN AS FOLLOWS:**

Section 1. The ERR fund is authorized to loan the General fund \$2,950,000, and the Water fund is authorized to loan the General Fund \$4,000,000 on a maximum term of five years.

Section 2. The loan amount will be assessed an interest rate which is equal to the 5 year Treasury rate, which is currently 3.97%, using the simple interest method of calculation. Payments will be due on December 31st of each year. Payoff of the entire balance can be made at any time without penalty. If payoff is made in a partial year, a prorated amount of interest will be charged.

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 __ day of January 2024.

CITY OF ANACORTES, WASHINGTON:

BY: _____

Matt Miller

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney

		3.97%			
	Principal	Interest	Total	5 payments	
Water	4,000,000	158,800	4,158,800	831,760	
ERR	2,950,000	117,115	3,067,115	613,423	
	6,950,000	275,915	7,225,915	1,445,183	annual total
				7,225,915	5 year total
	Cash Balance			Remaining	
	12/31/2023		Loan Amount	Balance	
Water regional	12,796,218		4,000,000	8,796,218	
ERR, Capital	7,989,598		2,950,000	5,039,598	

BARS manual section 3.9.1 for guidance on interfund loans

3.9.8.30 Reporting of transactions in funds for interfund activity [note: for GAAP entities this activity should be recognized according to the fund's basis of accounting]:

Type of Interfund Activity	Fund Providing/Receiving	Fund Benefitting/Paying
Interfund loans (Cash)	5811 - Loan disbursed 3812 - Repayment receipts 3614 - Interest receipts	3811 - Loan received 5812 - Loan payment 592PPPX - Interest paid
Interfund loans (GAAP)	Interfund loan receivable 3614 - Interest receipts	Interfund loan payable Interest expense
Interfund services provided and used	Revenue	Expenditure/Expense
Interfund transfers	397 - Transfer-in	597 - Transfer-out
Interfund reimbursements	Reduction of expenditure or expense	Expenditure/Expense