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

Anacortes City Council

Municipal Building Council Chambers
904 6th Street

April 15, 2024
6:00 PM

PRELIMINARY AGENDA
Packet Materials / Watch Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Economic Development Committee (Report)
   b. Finance Committee (Report)
   c. Housing Affordability and Community Services Committee (Report)
   d. Skagit County Law and Justice Council (Report)
   e. Port / City Liaison Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
   a. Minutes of April 8, 2024 (Action)
   b. Approval of claims in the amount of $1,584,158.83 (Action)
6. **Other Business**
   a. * Skagit Transit Presentation (Discussion)
   b. * Parks and Recreation Update (Presentation)
   c. Contract Award: Wastewater Treatment Plant High Efficiency Diffuser System #24-110-SEW-001 (Discussion/Action)
7. **Adjournment**

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.

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 15, 2024
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
Patricia Dever	Habitat - 5th St.
Debbie Cole	" "
Kellee List	
Dan O'Donnell	Tom Sweeny
	John Lew
PARK in West side	
	AH
8 spaces / 5 homes	
~~[illegible]~~	Habitat Property in COA?
SW - Planning Dept. regs garbage can blown away	

Continue on back of sheet as needed

April 15, 2024

Memo for Mayor Miller, City of Anacortes

Re: 2021 and 2022 water reconciliation flaws

I attended the recent meeting of the Finance Committee. It was disappointing. The Finance Director merely reviewed the City's way of accounting. He failed to recognize the Expenditure Detail reports for both years. The only thing I gained from the experience was a commitment to change the allocation of Water Distribution Labor to make it 100% Retail.

The following is a recap of the flaws in the accounting for water for years 2021 and 2022.

1. Page 1 of the reconciliations for both years shows Regional Expenses (RCC) at $4,300,840 for 2021 and $4,959,765 for 2022. The Expenditure Detail reports show that, under Admin Overhead in Taxes & Assessments, account 401.712.534.00.44, charges of $92,055.20 for 2021 and $88,052.77 for 2022 were made. These charges are made again under RCC. In addition, for 2022, $87,919.80 was charged to RCC for no reason. At least not one that I could find. The correct numbers for Regional Expenses in 2021 are $4,208,784, and for 2022 is $4,783,783.

2. Page 1 of the reconciliation for 2021 shows Admin Overhead at $1,600,682, when the actual total, according to the Expenditure Detail report for 2021, shows $1,608,254.38. I used the $1,600,682 number. For 2022 the number is correct.

3. Page 1 (both years) fails to show total usage of water and the usage of each Regional customer. It should show interdepartmental, agricultural, and construction usage, as well. Anacortes ignores the revenues derived from these sources, which totalled $553,481.68 in 2021, and $473,921.46 in 2022. I used a prorated portion of these revenues to offset the O&M costs charged to Regional customers. Anacortes makes Regional pay for the water used by these customers.

4. Page 2 (both years) of the reconciliations shows how Anacortes arrived at a factor for allocating Regional Salary expenses. If the corrections are made, the percentages are 67.96% for 2021 and 65.98% for 2022.

a. The Reconciliation for 2021 does not show salaries and wages for 401.711.534 Admin Overhead. According to the Expenditure Detail report, this is an error of $225,982.

b. The Reconciliation for 2022 shows a combined total for 401.711 & 712 at $623,395. The correct total is $607,067. According to the Expenditure Detail report, for 711 the total is $263,939.04. For 712 the total is $343,127.76. The difference of $16,328 is the total wages and benefits for Conservation, 401.711.553, which is also allocated under 711, but is paid out of the General Fund, and has been for years.

c. Customer Records, according to Appendix B of the Gray & Osborne study, are to be allocated based on the number of accounts, not usage. This is backed up by a letter signed by former Mayor Gere. The total number of water accounts in the Anacortes system for 2021 was 8,318. In 2022 it was 8,680. For both years the Town of La Conner had 2 accounts.

d. There were no personnel costs for Reservoirs for both years.

e. Water Distribution Labor is eliminated by the Water Supply Agreement, which states in Article 3.10.1 that Regional ends at Sharpes Corner. Regional cannot be charged for labor that is performed in the City. The Finance Director stated that he would change the allocation to 100% Retail.

f. Fire Hydrant Maintenance Benefits are overstated for both years. They must be adjusted downward in order to be consistent with the other accounts.

Using the corrected flaws, and adding the amounts already paid, one gets a refund of $22,660.27 for 2021 and $25,468.48 for 2022 to La Conner.

Sincerely,

Dan O'Donnell

Dan O'Donnell

Anacortes City Council Minutes - April 8, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 8, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Bruce McDougall and Amanda Hubik were present. Councilmember Carolyn Moulton (joined at 6:05 pm) participated in the meeting remotely via Zoom. Councilmember Christine Cleland-McGrath was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that the Department of Ecology will host the A Avenue Landfill public meeting on April 15th at 4pm in the City Council Chambers, and on Saturday, April 20th, there is Residential Spring Cleanup Day from 9am-12pm at the City of Anacortes Operations Center, and on April 20th the Earth Day celebration will include the Procession of the Species Parade at 5pm followed by the Luminary Light Parade at 8pm.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Housing Affordability and Community Services Committee meeting held April 4th. The topics discussed included agenda preparation for the May 9th visit of the Senate Committee on Local Government, Land Use and Tribal Affairs to discuss housing issues in Anacortes.

Planning Committee

Mayor Miller announced that the Planning Committee did not meet as scheduled.

Public Safety Committee

Ms. Hubik reported from the Public Safety Committee meeting held April 2nd. The Fire/EMS topics discussed included the completion of the training academy for new hires and the Fire Wise and Fire Protection programs. Police topics included the Regional Law Enforcement Training Academy, a staffing update, and the virtual reality training system roll-out.

Public Comment

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

Public comment was given as follows:

Connie Russell of Anacortes commented on the Emergency Medical Service Levy proposal, asserting that the Skagit County information contained in the voter pamphlet is deceptive and excessive, citing the lack of detailed information on the levy rate increase, corresponding expected revenue increases, the impact on property taxes, and failing to account for the City of Anacortes ambulance budget increase after voters approved the Anacortes levy lid lift in 2023. She urged a 'no' vote on Proposition 1 to force the county to come back with a more realistic increase and a clearer rationale for voters to consider.

Bill Collins of Anacortes thanked Mr. Fantini for canceling the roundabout concept at 12th Street and Commercial Avenue and proposed a meeting with the architect, public, City Council, and Habitat for Humanity regarding the proposed housing project on West 5th Avenue.

Beth Bell of Anacortes commented on the Anacortes Cinema lease, expressing sadness about how the Council handled the issue and how they voted. She asked the Council for transparency regarding future plans for the building. She then spoke about affordable housing, asking that the City Council clearly define affordable housing, citing the examples of the Fidalgo Flats development and multi-unit housing between 21st Street and 20th Street between Commercial Avenue and Q Avenue as developments that were billed as affordable housing that is now available at market rates that are unaffordable for the average Anacortes individual income. She mentioned affordable housing areas currently available in Anacortes. She concluded that the proposed Habitat for Humanity development has inadequate parking, storage and no maintenance plan.

Linnea McCord of Anacortes commented that the purpose of the discussion of climate change, affordable housing, and amending the Growth Management Act is banning single-family homes. She cited California development regulations that allow for multi-family unit development of lots zoned for single-family dwellings without local approval, adding that over 200 cities opposed the regulations. She mentioned that these initiatives come from the World Economic Forum and the United Nations International Council for Local Environmental Initiatives (iclei.org), asserting that these organizations are not friendly or considerate of individual freedom. She concluded that the ultimate goal of such initiatives are to provide a city where vehicles are not necessary and empower government to limit freedom of individual mobility.

Becky Mifflin of Anacortes expressed strong opposition to the construction of the proposed Habitat for Humanity project on West 5th Street. She asked why the surrounding property owners had not been informed of the project and she read Mr. Walters' social media post from December 14, 2022, pointing out that Mr. Walters had since deleted the post and asked why it had been deleted. She pointed out that the post indicates that the City Council and Habitat for Humanity have been working on the initiative since 2021, and that the city had not sought neighborhood input during that two and one-half year period. She concluded by suggesting that the project be reduced to two units or leave the parcel as is.

Suzanne Rohner of Anacortes expressed concern about the community's potential loss of the Anacortes Cinema. She detailed that the lease provision requiring a potential buyer to have five years of experience as a theater operator was intended as a temporary measure to ensure the theater's initial viability, adding that the current lessee fulfillment of this requirement is questionable, reading excerpts from the March 27th *Anacortes American* article on the topic. She asked why the Council was insistent that the requirement be left in force when the current owner is not in compliance, why some Councilmembers are concerned about the value of the parcel, and if the Council intended to build multi-level multi-family housing upon the expiration of the lease in 2026.

Xuhua Mu of Anacortes commented on the Habitat for Humanity project on West 5th Street, asserting that there would be financial impact on the city's balance sheet from the gifting of public property to Habitat for Humanity, and that there could be legal liability and financial exposure to the city if the project is pursued. She then pointed out that affordability is driven by the local market, and that the choice to develop five units is due to being the maximum density per the existing development code. She suggested that greater density is not favorable to the neighbors nor to potential development residents, and that the idea the development code was written to ensure neighborhood compatibility for new developments was flawed logic.

Kellee List of Anacortes spoke about the Habitat for Humanity project on West 5th Street, reading excerpts from an email from the Skagit Habitat for Humanity Executive Director Tina Tate to volunteers addressing the neighborhood opposition to the project. In the email excerpt Ms. List asked if Habitat for Humanity would ask the City Council to modify the project plan to include two units in keeping with the character of the neighborhood, to which Habitat for Humanity responded affirmatively. She then asserted that the City and Habitat for Humanity are working behind the scenes to outnumber and marginalize opposing neighbors' concerns. She urged the Council to come up with a plan that works for both the existing neighbors and potential new residents.

Consent Agenda

Ms. Hubik moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.
a. Minutes of April 1, 2024
b. Special Event - Open Streets Festival

Other Business

Contract Award: Anacortes Climate Element #24-120-PLN-002

Planning, Community, and Economic Development Director John Coleman introduced contract #24-120-PLN-002 for $338,351 with Makers for consulting services on the climate element of the 2025 Comprehensive Plan Update, mentioning that House Bill 1181 sets forth the new requirement for a climate element in the Comprehensive Plan, which necessitates contracting with Makers and subcontractor Parametrics to consult with the city in the Comprehensive Plan update. He outlined the project scope of work and added that the public participation plan will be heard at a public hearing during the Planning Commission meeting of April 24, 2024.

Discussion topics included:

- $500,000 grant to be used for this process.
- Climate policy advisory team selection process.
- Public participation and outreach process.
- Areas to be updated in the 2025 Comprehensive plan in addition to climate - transportation, housing, and land use.
- Ensuring that Skagit Transit, Port of Anacortes, Island Hospital, Anacortes School District and other stakeholders are consulted in the update.
- Deep dive into the ability of community stakeholders to mitigate the effects of climate change.
- Coordination of the transportation element with the Skagit Council of Governments.
- Fluid schedule of events due to extension of deadline to December 31, 2025.
- Check in with the City Council on the Housing Action Plan menu.
- Greenhouse gas inventory.
- Future Council action to adopt a scope for Comprehensive Plan update.

RYAN WALTERS moved, seconded by TJ FANTINI, to authorize the mayor to sign contract #24-120-PLN-002 as presented with Makers Architecture.
Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Contract Award: Thompson Trail Trestle and Causeway Replacement Project – Design #23-092-PRK-001

Parks and Recreation Director Jonn Lunsford introduced contract #23-092-PRK-001 with Hanson Professional Services, Inc. for design for the Thompson Trail Trestle and Causeway replacement project, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Partnership to address environmental challenges in the bay.
- Smooth surface for bikers and pedestrians similar to Taylor Dock in Bellingham.
- Funding for the project.

- Respecting the environment.

AMANDA HUBIK moved, seconded by RYAN WALTERS, to authorize the mayor to sign contract #23-092-PRK-001 with Hanson Professional Services Inc.
Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Contract Award - Microsoft Enterprise Agreement - Office 365 Renewal #24-113-ITS-001

Administrative Services Director Emily Schuh introduced contract #24-113-ITS-001 with SHI International Corporation for the Microsoft Enterprise Agreement - Office 365 Renewal, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Criminal Justice Information System = CJIS.
- A range of applications are included in this license.
- State contract.
- On-premises server elimination.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #24-113-ITS-001 with SHI International Corporation.
Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Contract Award: Wastewater Treatment Plant Outfall Relocation - Marine and Upland #20-032-SEW-009

Public Works Director Andrew Rheaume introduced contract #20-032-SEW-009 with Strider Construction for the marine and upland portion of the Wastewater Treatment Plant Outfall Relocation project. He provided project details including cost, location, outfall dimensions, reason for the relocation, amended packet materials, the project website, preliminary contract schedule, and blasting requirements.

Discussion topics included:

- Public comment that identified an inaccuracy in the contract.
- City Attorney review of the contract.
- Schedule of work and possible interruptions for local entities based on the fish window.
- Affirmative outreach to the neighborhood, the port and port tenants.
- Vetting process for the contractor.

ANTHONY YOUNG moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign contract 20-032-SEW-009 with Strider Construction Company Inc.
Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:18 p.m. the Anacortes City Council meeting of April 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 April 15, 2024 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345200	9/23/2022	7360	TCA ARCHITECTURE PLANNING INC	FIRE STATION PLANNING AND DESIGN SERVICES - AUGUST 2022	$ 1,360.00	medic
345344	12/14/2023	72702	UNDERWOOD & ASSOCIATES, LLC	LIBRARY TEEN AREA REMODEL: DESIGN	$ 6,100.00	publib
345342	12/31/2023	PS-INV107308	WHITNEY EQUIPMENT CO INC	WWTP PUMP STATION 15 - PUMP 2 REBUILD	$ 7,554.57	dwwtp
345208	1/12/2024	1/12/2024	WESTERN DISPLAY FIREWORKS, LTD	2024 FOURTH OF JULY FIREWORKS DISPLAY - 2ND INSTALLMENT	$ 10,500.00	parks1
345203	2/8/2024	22401	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	$ 111,604.07	dwtp
344503	2/19/2024	287334328849X0327202	AT&T MOBILITY	FIRST RESPONDERS CELL PHONES 2/20-3/19/24	$ 4,185.41	finance
345346	2/20/2024	1009776725	SKAGIT REGIONAL HEALTH	HEARING TEST - ISAAC BRUNK	$ 35.00	dwtp
345336	2/22/2024	1009776732	SKAGIT REGIONAL HEALTH	HEARING TEST - MARIO GONZALEZ	$ 35.00	dwtp
345332	2/22/2024	1009776736	SKAGIT REGIONAL HEALTH	HEARING TEST - CALEB ROLLO	$ 35.00	dwtp
344953	2/22/2024	889154	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE 44 50-LB BAGS/1 PALLET	$ 3,571.85	dwtp
345341	2/23/2024	1009790380	SKAGIT REGIONAL HEALTH	HEARING TEST - CAMELLIA MCCOOL	$ 35.00	dwtp
344803	2/23/2024	1128541-5	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 19,430.46	wdist
345343	2/26/2024	1009810006	SKAGIT REGIONAL HEALTH	HEARING TEST - CAMERON FRAZER	$ 35.00	dwtp
345338	2/27/2024	1009810001	SKAGIT REGIONAL HEALTH	HEARING TEST - ANA PUREZA	$ 35.00	dwtp
345205	2/29/2024	090087001-0224	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 2/29/24	$ 45,242.84	dwtp
345340	2/29/2024	1009896133	SKAGIT REGIONAL HEALTH	HEARING TEST - TORRIN VEGA	$ 35.00	dwtp
345221	2/29/2024	1316	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - FEBRUARY 2024	$ 2,449.70	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345220	2/29/2024	1319	WIDENER & ASSOCIATES	FEMA EMERGENCY REPAIRS - WHISTLE LAKE DAM AND GUEMES CHANNEL TRAIL - FEB 2024	$ 924.00	pw1
345218	2/29/2024	1320	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - FEBRUARY 2024	$ 7,021.20	pw1
345193	3/1/2024	MARCH 2024	KORTERUD, WAYNE D	INDIGENCY SCREENING MARCH 2024	$ 415.00	court
345195	3/7/2024	59563	CITIES DIGITAL, INC.	DOCUSIGN LICENSING RENEWAL 5/31/2024 - 5/30/2025	$ 4,504.32	legal
344592	3/11/2024	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 2/4/24-3/5/24	$ 5,288.24	dwtp
344902	3/11/2024	300000290035	PUGET SOUND ENERGY INC	MUSEUM 2/4-3/5/24	$ 431.54	museum
344585	3/11/2024	300000300008	PUGET SOUND ENERGY INC	WWTP 2/4-3/5/24	$ 29,936.35	dwwtp
344695	3/11/2024	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS 2/1-2/29/24	$ 489.52	dshop
345347	3/13/2024	123515	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - MUSEUM LIGHT FIXTURES	$ 1,352.96	pw1
345222	3/13/2024	95097	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THROUGH FEBRUARY 25, 2024	$ 300.33	dwtp
344957	3/14/2024	2943	AV CAPTURE ALL INC.	AV CAPTURE ALL - JUDICIAL PLUS ANNUAL SUBSCRIPTION	$ 4,243.20	court
345119	3/14/2024	ReimbLemberg	LEMBERG, JAMES	HOTEL DURING CONFERENCE	$ 378.03	fiber
345339	3/15/2024	235800	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - BOILER REPAIR AT CITY HALL	$ 718.08	pw1
345201	3/18/2024	23522	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	$ 82,787.36	dwtp
344778	3/18/2024	24-50799	BUDGET TOWING & AUTO REPAIR	TOWING VEHICLE #037	$ 291.37	dshop
344693	3/19/2024	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 2/16-3/18/24	$ 2,064.10	publib
344506	3/19/2024	287334328875X0327202	AT&T MOBILITY	CITY WIDE CELL PHONE 2/20-3/19/24~	$ 10,458.96	finance
344954	3/19/2024	432396	THE LANGUAGE EXCHANGE INC	INTERPRETER SERVICES FOR COURT SESSIONS - GUILTY PLEA	$ 400.00	court
344689	3/20/2024	1128541-7	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 158,682.10	wdist
344706	3/20/2024	2347-2	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - FEBRUARY 2024	$ 4,401.41	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344694	3/20/2024	69901	LUCAS HOLDINGS, LLC	LIBRARY CARDS	$ 795.75	publib
345113	3/20/2024	7075	GRAND MOUND CONSTRUCTION CO	PLACE AERIAL INFRASTRUCTURE	$ 1,182.00	fiber
344511	3/20/2024	9959677362	VERIZON WIRELESS	SCADA COMMUNICATIONS PUMP STATIONS 2/21-3/20/24	$ 1,243.08	dwwtp
345116	3/21/2024	110088643	PUGET SOUND ENERGY INC	POLE ATTACHMENT ENGINEERING FEE	$ 620.46	fiber
345115	3/21/2024	110088644	PUGET SOUND ENERGY INC	POLE ATTACHMENT ENGINEERING FEE	$ 9,295.59	fiber
344696	3/21/2024	24-07176	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	$ 19.00	dwtp
344697	3/21/2024	24-07347	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	$ 133.00	dwtp
344898	3/21/2024	SO00287403	WOOD'S LOGGING SUPPLY	PARTS FOR EQUIP# 11967	$ 144.61	dshop
344703	3/22/2024	19626	TRANSPORTATION SOLUTIONS INC	PUBLIC RIGHT-OF-WAY ADA SELF-EVALUATION AND TRANSITION PLAN - 2/16/24-3/15/24	$ 7,824.93	pw1
345357	3/22/2024	3953-22403071	FCS GROUP	WHOLESALE WATER RATE SUPPORT	$ 5,366.25	finance
344509	3/22/2024	890974	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE 12.5%	$ 13,354.66	dwwtp
344586	3/23/2024	1052590-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 918.14	wdist
344587	3/23/2024	1059556-3	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 774.09	wdist
344588	3/23/2024	1059559-3	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 1,096.62	wdist
344687	3/23/2024	1066848-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 387.05	wdist
344691	3/23/2024	1068945-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 1,161.14	wdist
344496	3/25/2024	0031428	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 1,950.85	wdist
344497	3/25/2024	0034408	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 2,691.06	wdist
345190	3/25/2024	1060	FIDALGO CLEANING	APD CLEANING & SUPPLIES (3/25-4/7)	$ 875.00	apd
345331	3/25/2024	18689	WILSON ENGINEERING, LLC	SEWAGE PUMP STATION #16 IMPROVEMENTS - THROUGH 03/22/2024	$ 18,187.85	dwwtp
344700	3/25/2024	MEC0033	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	$ 63.00	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345359	3/26/2024	07-82956	CUMMINS, INC.	WWTP PUMP STATION 13 GENERATOR REPLACEMENT - 100 GALLON FUEL TANK	$ 13,218.20	pw1
345360	3/26/2024	07-82957	CUMMINS, INC.	WWTP PUMP STATION 15 GENERATOR REPLACEMENT PROJECT - 100 GALLON FUEL TANK	$ 13,218.20	pw1
345361	3/26/2024	07-83004	CUMMINS, INC.	WWTP PUMP STATION 14 GENERATOR REPLACEMENT PROJECT - 100 GALLON FUEL TANK	$ 13,218.68	pw1
344589	3/26/2024	1066848-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 193.52	wdist
344690	3/26/2024	1117235-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 150.51	wdist
344499	3/26/2024	1429	FRESH AIR SYSTEMS, INC	SERVICE FOR EQUIP #2003	$ 564.40	dshop
344705	3/26/2024	19636	TRANSPORTATION SOLUTIONS INC	CAP SANTE WEST BASIN REDEVELOPMENT - 2/16/24 - 3/15/24	$ 4,110.50	pw1
344698	3/26/2024	24-07903	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	$ 19.00	dwtp
344591	3/26/2024	354199B	BAY CITY SUPPLY	WTP SUPPLIES	$ 170.54	dwtp
344796	3/27/2024	0002023020	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	$ 119.47	medic
344950	3/27/2024	0033990	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 4,637.60	wdist
344781	3/27/2024	1059549-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 451.54	wdist
344782	3/27/2024	1068939-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENACE	$ 634.31	wdist
344784	3/27/2024	1074557-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 870.85	wdist
344780	3/27/2024	1081776-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 536.37	wdist
344783	3/27/2024	1095495-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 867.29	wdist
344508	3/27/2024	24-06928	EDGE ANALYTICAL, INC	LAB TESTING	$ 99.45	dwwtp
344699	3/27/2024	24-07912	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH	$ 133.00	dwtp
344794	3/27/2024	240335	T-SHIRTS BY DESIGN	HATS W/ LOGO	$ 369.92	medic
344795	3/27/2024	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 2/4 - 3/5	$ 1,331.34	medic
344779	3/27/2024	43700	SKAGIT PUBLISHING LLC	PUBLISH AA-493315	$ 56.84	finance
344883	3/27/2024	49609	VAN'S EQUIPMENT CO	PARTS FOR EQUIP #426	$ 120.85	dshop

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344702	3/27/2024	63391029	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	$ 2,830.40	finance
344510	3/27/2024	9068108951	GRAINGER	MAINTENANCE SUPPLIES	$ 141.33	dwwtp
345114	3/27/2024	9336569650	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	$ 3,612.20	fiber
345217	3/27/2024	IN955602	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - EXPANSION AREAS - MARCH 2024	$ 3,564.00	fiber
345216	3/27/2024	IN955603	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2024	$ 52.50	fiber
344701	3/27/2024	MEC0074	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	$ 63.00	dwtp
345326	3/28/2024	10837154	NAVIA BENEFIT SOLUTIONS, INC	MARCH FLEXIBLE SPENDING PARTICIPANT FEE	$ 150.50	hr
344590	3/28/2024	251208-1	SEATTLE PUMP & EQUIPMENT CO	MAINTENANCE SUPPLIES - PRESSURE WASHER PUMP	$ 860.01	dwwtp
344787	3/28/2024	INV807402	L.N. CURTIS & SONS	FLEX BADGES	$ 223.42	apd
344776	3/29/2024	0167544-IN	SWS EQUIPMENT	PARTS FOR VEHICLE #515	$ 105.61	dshop
345330	3/29/2024	1036	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - MARCH 2024	$ 4,327.30	pw1
345328	3/29/2024	1037	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER	$ 5,040.00	pw1
344704	3/29/2024	1038	BE ENTERPRISES LLC	JANITORIAL SERVICES PUBLIC RESTROOMS-MARCH 2024-LTAC	$ 1,755.60	plan
345323	3/29/2024	1128541-8	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 107,313.47	wdist
345306	3/29/2024	1266	JANICKI GENERAL CONTRACTING	BEN ROOT SKATEPARK CONSTRUCTION	$ 19,584.00	parks1
344777	3/29/2024	12P47150	MOTOR TRUCKS, INC	PARTS FOR VEHICLE #608	$ 67.45	dshop
345210	3/29/2024	20INV000543080	TOTER LLC	PURCHASE OF 64 & 96 GALLON GARBAGE TOTES	$ 8,880.80	pw1
344708	3/29/2024	22-088-SEW-0011	CORROSION COMPANIES, INC.	RETAINAGE RELEASE	$ 3,860.28	pw1
345355	3/29/2024	236078	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - BOILER REPAIR AT WTP	$ 1,034.38	pw1
344798	3/29/2024	24-06982	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN - MONTHLY	$ 71.40	dwwtp
344799	3/29/2024	24-06985	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	$ 71.40	dwwtp
344901	3/29/2024	240344	T-SHIRTS BY DESIGN	SAFETY VEST SCREENPRINTS	$ 21.76	dwtp

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345229	3/29/2024	259408	INFOSEND, INC.	MARCH 2024 PROCESSING	$ 4,529.95	finance
344688	3/29/2024	260324044844	MCDANIEL, BRIAN	REIMBURSEMENT FOR HOTEL STAY AT WETRC CONFERENCE - BRIAN MCDANIEL	$ 155.74	dwtp
344785	3/29/2024	90091843	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	$ 6,028.75	dwtp
345226	3/29/2024	9336619794	GRAYBAR ELECTRIC COMPANY, INC	DRIVE HOOKS	$ 213.25	fiber
344709	3/29/2024	ReimbSchibret	SCHIBRET, JOSEPH	TESTING FEES - WDM1 FOR JOSEPH S	$ 191.00	wdist
344826	3/29/2024	SR302031957-01	FREIGHTLINER NORTHWEST	REPAIR FOR VEHICLE #514	$ 5,655.72	dshop
344790	3/30/2024	00005W5A83134	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-30-24	$ 50.77	apd
345187	3/30/2024	0324	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2024	$ 600.00	pkrec
345230	3/31/2024	0173	SKAGIT COUNTY SOLID WASTE FUND	MARCH TONNAGE HAULED	$ 85,362.37	dshop
345348	3/31/2024	107131	PROCOM LLC	PRE-EMPLOYMENT DRUG SCREEN	$ 312.00	hr
345367	3/31/2024	2024.3.1	BAYVIEW CONSULTING, LLC	GUEMES CHANNEL TRAIL RED CANARY EASEMENT SURVEY	$ 1,400.00	pw1
345356	3/31/2024	2110	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	$ 507.00	hr
345352	3/31/2024	236065	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - HEATER REPAIR AT CITY HALL	$ 3,425.47	pw1
344960	3/31/2024	264287	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR WATER DEPT W 4TH PROJECT	$ 919.54	wdist
344958	3/31/2024	264459	LAKESIDE INDUSTRIES, INC.	ROCK SALES FOR STREET DEPT	$ 861.05	dshop
344959	3/31/2024	264460	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK FOR STREET DEPT	$ 363.99	dshop
344963	3/31/2024	264504	LAKESIDE INDUSTRIES, INC.	ROCK SALES FOR WATER DEPT	$ 284.96	wdist
344964	3/31/2024	264505	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR WATER DEPT	$ 1,714.25	wdist
344961	3/31/2024	264506	LAKESIDE INDUSTRIES, INC.	ROCK SALES FOR WATER DEPT	$ 2,227.93	wdist
344880	3/31/2024	4030121	UTILITIES UNDERGROUND LOCATION	MARCH LOCATE TICKETS	$ 401.28	dshop
345214	3/31/2024	50826	PACIFIC SECURITY	SECURITY DETAIL ON COURT DAYS	$ 684.95	court
345368	3/31/2024	787	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - MARCH	$ 360.00	finance

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345202	3/31/2024	9020577002	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER SERVICES	$ 13.23	court
344900	3/31/2024	CL74097	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - MARCH 2024	$ 25,760.46	finance
345020	3/31/2024	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 1	$ 12,483.15	finance
345117	3/31/2024	FB-2329	CITY OF MOUNT VERNON	DARK FIBER	$ 350.00	fiber
345198	3/31/2024	IN956001	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2024	$ 10,423.74	fiber
345018	4/1/2024	0317095-IN	NELSON-REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$ 1,478.70	dwwtp
345019	4/1/2024	1397978-0043-8	WASTE MANAGEMENT	MARCH 2024 CONTRACTED SERVICES	$ 149,056.54	finance
344881	4/1/2024	142918	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING 4/1/24-4/30/24	$ 270.00	parks1
345243	4/1/2024	200012505505	PUGET SOUND ENERGY INC	WTP 3/1-3/31/24	$ 81,003.82	dwtp
344804	4/1/2024	2024Q2-Ana	SKAGIT COUNTY DEM	2ND QTR SHARED COSTS	$ 21,829.39	medic
345301	4/1/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 3/1-4/1/24	$ 9.21	dshop
345300	4/1/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/1-4/1/24	$ 5.19	dshop
344797	4/1/2024	24-06981	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT METALS AND TOC QUARTERLY	$ 260.10	dwwtp
345224	4/1/2024	248 984 6227 5	CASCADE NATURAL GAS CORP.	WTP 2/29/24-3/29/24	$ 7,181.36	dwtp
344904	4/1/2024	2592906-0043-8	WASTE MANAGEMENT	WTP TRASH, RECYCLE 3/1/24-3/31/24	$ 244.23	dwtp
344882	4/1/2024	2674	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
344884	4/1/2024	2675	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 270.00	pubdef
344885	4/1/2024	2676	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 390.00	pubdef
344886	4/1/2024	2677	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 160.00	pubdef
344887	4/1/2024	2678	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 120.00	pubdef
344888	4/1/2024	2679	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 110.00	pubdef
344889	4/1/2024	2680	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
344890	45383	2681	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 200.00	pubdef
344891	4/1/2024	2682	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 180.00	pubdef
344892	4/1/2024	2683	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
344893	45383	2684	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 140.00	pubdef
344894	4/1/2024	2685	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
344895	4/1/2024	2686	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 380.00	pubdef
344896	4/1/2024	2687	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 540.00	pubdef

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345302	4/1/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/1- 02/29/24	$ 10,892.27	dshop
345237	4/1/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/1- 2/29/24	$ 7,848.80	dshop
345299	4/1/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/6-3/6/24	$ 107.09	dshop
345298	4/1/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/28-3/28/24	$ 92.57	dshop
344800	4/1/2024	3098	OAB ENGINEERING, LLC	STA 3 INTERNET: APRIL	$ 150.00	medic
345125	4/1/2024	3668	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL FOR PERIOD ENDING 6/25/2024	$ 14,981.53	apd
345207	4/1/2024	37975	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT - APRIL, MAY, JUNE 2024	$ 97.92	pw1
344878	4/1/2024	4/1/24	ISLAND HOSPITAL	FEBRUARY AMBULANCE SUPPLIES	$ 1,535.81	medic
344801	4/1/2024	4/1/24	PORT OF ANACORTES	APRIL MOORAGE FOR MARINE 29	$ 312.37	medic
345016	4/1/2024	4436	C & C TIMBER INC	FIREWOOD FOR WA PARK RESALE	$ 2,964.00	parks1
345123	4/1/2024	5069216448	RICOH USA, INC	S/N C86100105 APD ADMIN AREA 1/1-3/31/24	$ 156.13	apd
345122	4/1/2024	5069216898	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1-3/31/24	$ 66.69	apd
345017	4/1/2024	649274	REECE, STORMIE	DEPOT MONTHLY JANITOR SERVICE-MARCH	$ 1,518.00	parks1
344786	4/1/2024	I2405326	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MARCH 2024	$ 145.75	apd
345209	4/2/2024	1049339-2	FERGUSON ENTERPRISES, INC	WATER METER SAAS AGREEMENT - YEAR 2	$ 31,965.44	dwtp
344897	4/2/2024	1686710	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	$ 248.00	dshop
345223	4/2/2024	1686711	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	$ 250.00	finance
344952	4/2/2024	176392089	ULINE, INC.	STACKABLE STORAGE BINS	$ 1,001.57	dwtp
344899	4/2/2024	240354	T-SHIRTS BY DESIGN	UNIFORM WORKOUT SHORTS	$ 78.34	medic
344949	4/2/2024	356252	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 1,004.86	pwfac
345322	4/2/2024	53052	KRIEG CONSTRUCTION, INC	CONCRETE DISPOSAL	$ 30.25	dshop
344951	4/2/2024	INV00322486	USA BLUE BOOK	HYDROCHLORIC ACID	$ 43.49	dwtp
345334	4/2/2024	INV31212	SEAWESTERN, INC.	3 FIRE HELMETS	$ 1,512.16	medic
344905	4/2/2024	MAR 2024	THE LAW OFFICE OF	PROSECUTION SERVICES - MARCH	$ 8,500.00	attorney
344906	4/2/2024	MAR 2024 CC	THE LAW OFFICE OF	PROSECUTION SERVICES - CC MAR	$ 1,512.50	attorney

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345235	4/3/2024	1175261	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	$ 185.78	wdist
345227	4/3/2024	2024-13353	CRITICAL INSIGHT, INC	FIREEYE ANNUAL RENEWAL FOR MAINTENANCE AND SUPPORT FEES - 3/22/24-3/21/25	$ 7,219.48	infosys
345324	4/3/2024	24H-007	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; TROSSEN	$ 110.00	apd
345011	4/3/2024	2882782	FOSTER GARVEY PC	MUNCE WRIT OF MANDAMUS	$ 8,475.00	legal
345012	4/3/2024	2882783	FOSTER GARVEY PC	CLEAN WATER ACT CITIZEN SUIT	$ 1,562.00	legal
345188	4/3/2024	44056	SKAGIT PUBLISHING LLC	PUBLISH AA-495783	$ 52.78	finance
345189	4/3/2024	44057	SKAGIT PUBLISHING LLC	PUBLISH AA-497723	$ 121.80	plan
345351	4/3/2024	892325	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	$ 13,240.71	dwtp
345199	4/3/2024	INV00323852	USA BLUE BOOK	FLUORIDE REAGENT SPADNS	$ 963.03	dwtp
345333	4/3/2024	INV31198	SEAWESTERN, INC.	3 PAIRS FIRE BOOTS	$ 1,691.40	medic
345307	4/3/2024	INV809233	L.N. CURTIS & SONS	AIR LIFTING BAGS FOR NEW APPARATUS	$ 3,479.42	medic
345021	4/4/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	MARCH JAIL TAX PAYMENT PER CONTRACT	$ 76,177.97	finance
345228	4/4/2024	2265	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2024 - JAN, FEB, MARCH 2024	$ 10,931.25	pkrec
345353	4/4/2024	236121	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - WTP INTAKE STATION	$ 414.54	pw1
345013	4/4/2024	24-08480	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BLUE HERON	$ 33.00	dwtp
345186	4/4/2024	63425641	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT - 03/29/24	$ 2,264.32	finance
345197	4/5/2024	1687979	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	$ 127.50	dwtp
345121	4/5/2024	2/26-3/25/24	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING; 2/26/24-3/25/24	$ 9.79	apd
345191	4/5/2024	201139399	CRIMINAL JUSTICE TRAINING	CONTROL DEFENSE TACTICS INSTRUCTOR COURSE; OFC FABER	$ 500.00	apd
345192	4/5/2024	201139453	CRIMINAL JUSTICE TRAINING	SPECIAL INVESTIGATIONS - SUDDEN UNEXPECTED INFANT DEATH TRAINING - DET MICHAEL	$ 150.00	apd
345127	4/5/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	MARCH AFFORDABLE HOUSING TAX PAYMENT	$ 11,677.73	finance

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345130	4/5/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	MARCH AFFORDABLE HOUSING TAX PAYMENT	$ 11,677.73	finance
345468	4/5/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 3/6-4/4/24	$ 275.65	finance
345297	4/5/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 3/6-4/4/24	$ 39.52	dshop
345236	4/5/2024	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN - SKYLINE WAY	$ 10.89	dwwtp
345204	4/5/2024	24-09054	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	$ 19.00	dwtp
345206	4/5/2024	24-09058	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	$ 133.00	dwtp
345358	4/5/2024	266194	DATABAR, INC	PRINTED ENVELOPES	$ 123.39	court
345354	4/5/2024	266195	DATABAR, INC	PRINTED ENVELOPES	$ 203.23	court
345219	4/5/2024	266196	DATABAR, INC	PRINTED ENVELOPES FOR COURT USE	$ 183.91	court
345325	4/5/2024	37266	COMMERCIAL ALARM & DETECTION	REPAIR FIRE SYSTEM DEFICIENCES AT THE WTP	$ 926.97	dwtp
345129	4/5/2024	9235-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A01953	$ 169.73	apd
345362	4/7/2024	828	BLUE COW CARWASH	CAR WASHES QTR 1 2024	$ 684.00	dshop
345364	4/8/2024	01230553	BUD CLARY CHEVROLET, INC.	ERR1013 - 2024 CHEVY SILVERADO FOR ENGINEERING DEPARTMENT	$ 42,873.28	pw1
345194	4/8/2024	2024 DMCMA	AOC - FINANCIAL SERVICES	INCIDENTAL FEE FOR SPRING PROGRAM	$ 200.00	court
345365	4/8/2024	2024-198	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - JAN-MARCH 2024	$ 746.00	hr
345232	4/8/2024	23-181-FAC-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 604.32	pw1
345234	4/8/2024	23-309-SEW-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE	$ 407.50	pw1
345242	4/8/2024	240375	T-SHIRTS BY DESIGN	WTP UNIFORMS	$ 587.52	dwtp
345305	4/8/2024	504381876	PATEL DDS, RAMAN	DENTAL SERVICES, HEIN, GERALD LEOFF1 RETIREE	$ 200.00	hr
345304	4/8/2024	7078	GRAND MOUND CONSTRUCTION CO	AERIAL SEC 5 POLE TRANSFERS	$ 14,995.90	fiber
345308	4/8/2024	9238-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A02000	$ 169.73	apd
345309	4/8/2024	9238-2	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A02004	$ 208.90	apd
345215	4/8/2024	April 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - APRIL 2024	$ 5,000.00	plan

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345349	4/8/2024	MEC0110	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	$ 63.00	dwtp
345225	4/8/2024	ReimbRains	RAINS, JAMES	TRAINING REIMBURSEMENT-OPERATOR III - JR	$ 173.00	dwwtp
345314	4/9/2024	23-152-SEW-0011	TONKA GROUND WORK	RETAINAGE RELEASE	$ 10,569.85	pw1
345311	4/9/2024	23-228-SEW-0011	TONKA GROUND WORK	RETAINAGE RELEASE	$ 10,569.85	pw1
345345	4/9/2024	2882927	FOSTER GARVEY PC	MUNCE WRIT OF MANDAMUS	$ 4,307.00	legal
345350	4/9/2024	63437385	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	$ 2,264.32	finance
345327	4/9/2024	8281865558	MOTOROLA SOLUTIONS INC	SINGLE UNIT CHARGERS (FROM RESOLUTION # 3145)	$ 740.66	apd
345335	4/9/2024	INV31239	SEAWESTERN, INC.	REPLACEMENT THERMAL IMAGING CAMERA	$ 5,166.97	medic
345363	4/9/2024	P803828	DEPT OF LABOR & INDUSTRIES	REIMBURSE OVERPAYMENT OF CLAIM P803828	$ 172.59	finance
	Total				**$ 1,584,158.83**	

City Council Agenda Bill

Meeting Date: April 15, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Skagit Transit Presentation

Staff Contact(s): MATT MILLER

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH MATT MILLER	Presentation

Item Summary: A presentation by Skagit Transit Executive Director Crystle Stidham and Marketing and Public Affairs Liaison Cheryl Willis regarding elements of the Transit Development Plan.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):
1. Skagit Transit LRTP_Phase1 Engagement_FINAL_20240321

SKAGIT TRANSIT
LONG RANGE TRANSIT PLAN

Transit Vision Open House

FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

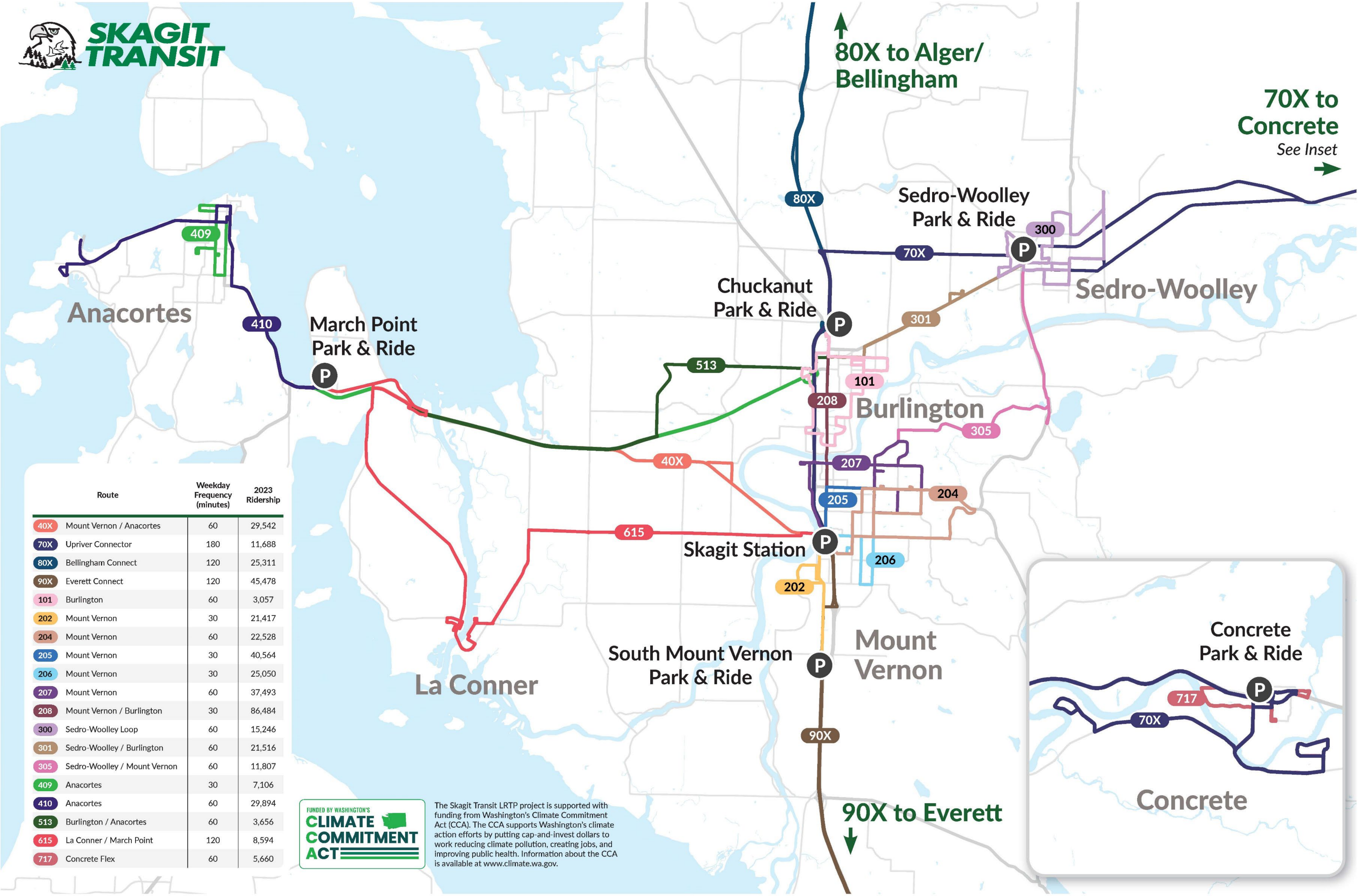
The Skagit Transit LRTP project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at ***www.climate.wa.gov.***

Agenda

- Skagit Transit Today
- Long Range Transit Plan Overview
- Open House and Online Activities
- Schedule and Ways to Stay Involved

Skagit Transit Today

- Fixed Route Service
  - 19 routes
  - Approximately 23 buses in service daily
  - 4 primary transit centers/park-and-ride facilities
  - Three that the City of Sedro Woolley, Concrete, and the State allow us to use
  - 80X, 90X, and 40X operated in partnership with Island Transit and Whatcom Transportation Authority. 80X and 90X are regional routes.
- Paratransit service aligned with fixed-route service
- 2018 Strategic Plan has guided overall investment
- Annual Transit Development Plan Updates document near term actions



Route		Weekday Frequency (minutes)	2023 Ridership
40X	Mount Vernon / Anacortes	60	29,542
70X	Upriver Connector	180	11,688
80X	Bellingham Connect	120	25,311
90X	Everett Connect	120	45,478
101	Burlington	60	3,057
202	Mount Vernon	30	21,417
204	Mount Vernon	60	22,528
205	Mount Vernon	30	40,564
206	Mount Vernon	30	25,050
207	Mount Vernon	60	37,493
208	Mount Vernon / Burlington	30	86,484
300	Sedro-Woolley Loop	60	15,246
301	Sedro-Woolley / Burlington	60	21,516
305	Sedro-Woolley / Mount Vernon	60	11,807
409	Anacortes	30	7,106
410	Anacortes	60	29,894
513	Burlington / Anacortes	60	3,656
615	La Conner / March Point	120	8,594
717	Concrete Flex	60	5,660

FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

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Long Range Transit Plan (LRTP) Goals

- Develop a **long-range service vision** for Skagit County and regional service
- Highlight the **opportunities and challenges** with the current system and identify potential service changes
- **Explore new ways** of delivering transit service within Skagit County

We need to hear from you to inform all of these!

LRTP Elements

Comprehensive Operational Assessment

+

Regional Transit Study

+

Microtransit Study

+

County-wide Engagement

Service recommendations and improvements for the next 5 – 10 years

Why Develop an LRTP now?

- Transportation patterns and needs have drastically changed since 2018
- Continued population and job growth in Skagit County will shape future demand
- Upcoming regional changes, including light rail and Bus Rapid Transit investments can provide new opportunities
- **LRTP is an opportunity to be proactive in system planning**

Microtransit

- Microtransit is an emerging flexible operations model that provides a **demand-response service** that would operate in zones around Skagit County
- **Skagit Transit is exploring two pilot zones to test the service**
  - Fidalgo Island and northwest Skagit County (north of Hwy 20 and west of I-5)

Source: https://itcurves.net/microtransit-article/

Open House Overview

We want to hear from you!

- How do you use the **bus system** today?
- What are **barriers** to you using the system?
- What are trips you make around the region (by bus or otherwise)?
- What aspects of **microtransit** are appealing to you?

Help spread the word!

Saturday, March 23 @ 1 PM – 2:30 PM	Anacortes Library 1220 10th St, Anacortes, WA 98221
Tuesday, March 26 @ 5 PM – 6:30 PM	Sedro Woolley City Hall 325 Metcalf St, Sedro-Woolley, WA 98284
Wednesday, March 27 @ 5 PM – 6:30 PM	La Conner Middle School Library 305 N 6th St, La Conner, WA 98257
Tuesday, April 2 @ 10 AM – 11:15 AM	Concrete Community Center 45821 Railroad Ave, Concrete, WA 98237
Wednesday, April 3 @ 5 PM – 6:30 PM	Fidalgo School Library 13590 Gibralter Rd, Anacortes, WA 98221
Thursday, April 4 @ 5 PM - 6:30 PM	Anacortes Library 1220 10th St, Anacortes, WA 98221
Saturday, April 6 @ 1 PM – 2:30 PM	Skagit Station 105 E Kincaid St, Mount Vernon, WA 98273
Tuesday, April 9 @ 5 PM – 6:30 PM	Edison School Library 5801 Main Ave, Bow, WA 98232
Wednesday, April 10 @ 5:30 PM – 7 PM	Burlington Library 820 E Washington Ave, Burlington, WA 98233

SKAGIT TRANSIT

For more information, please call **360-757-4433** or visit us at **www.skagittransit.org/LRTP**

Open House Activities

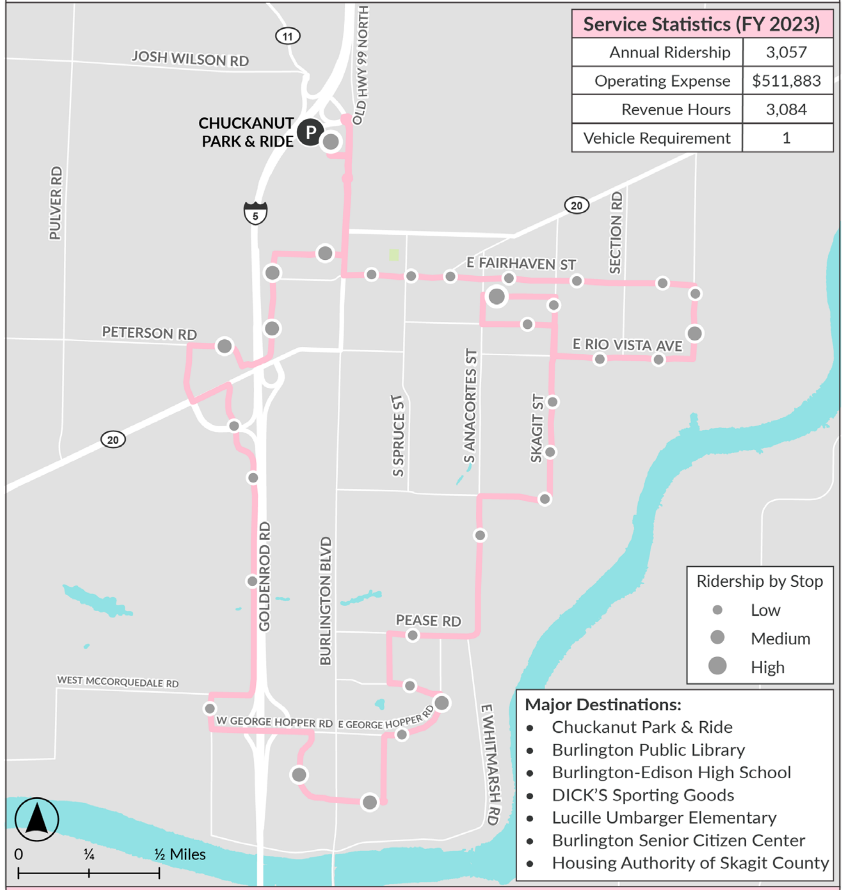
- **System map** to gather information about your travel needs
- **Route profiles** to gather feedback on specific ideas
- **Online opportunities** as well for route and system feedback

»PublicCoordinate | A Kimley-Horn Software Solution

Route 101: Burlington

SKAGIT TRANSIT

Route 101 operates as a loop within central Burlington and serves the Burlington Public Library, DICK'S Sporting Goods, and the Chuckanut Park & Ride where Route 101 then continues as Route 513 to the March Point Park & Ride.



Service Statistics (FY 2023)	
Annual Ridership	3,057
Operating Expense	$511,883
Revenue Hours	3,084
Vehicle Requirement	1

Major Destinations:
- Chuckanut Park & Ride
- Burlington Public Library
- Burlington-Edison High School
- DICK'S Sporting Goods
- Lucille Umbarger Elementary
- Burlington Senior Citizen Center
- Housing Authority of Skagit County

Level of Service

Weekday Start of First & Last Trip	Weekday Frequency	Saturday Start of First & Last Trip	Saturday Frequency	Sunday Start of First & Last Trip	Sunday Frequency
6:25 AM - 8:25 PM	60 Minutes	8:25 AM - 5:25 PM	60 Minutes	8:25 AM - 5:25 PM	60 Minutes

SKAGIT TRANSIT

Next Steps

- **Spring 2024:** Phase 1 of engagement through mid-April and analysis of existing conditions
- **Summer 2024:** Near-term service recommendations and long-term service and investment opportunities
- **Fall 2024:** Phase 2 of engagement and LRTP

Thank you!

For more information, please call **360-757-4433**
or visit us at **www.skagittransit.org/LRTP**

PublicCoordinate | A Kimley-Horn Software Solution

City Council Agenda Bill

Meeting Date: April 15, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Parks and Recreation Update

Staff Contact(s): JONN LUNSFORD

Approved for Submittal to Council by	**Action Type**
JONN LUNSFORD	Presentation

Item Summary: Parks and Recreation Staff will be on hand to provide City Council and the public an update on activities and events.

Budget Impact:
none

Previous Action: Parks and Recreation staff last provided an update in September of 2023.

Recommended Motion: None needed.

Alternative Actions: None advised.

Attachments (listed in order presented):
1. 04152024 Parks and Recreation Update

PARKS AND RECREATION UPDATE

April 15, 2024
City Council Meeting

SENIOR ACTIVITY CENTER

RECREATION

WASHINGTON PARK UPGRADES

4

GRAND VIEW CEMETERY

FOREST LAND ISSUES: LITTLE CRANBERRY LAKE/ ACFL PLAN/ WHISTLE LAKE DAM

6

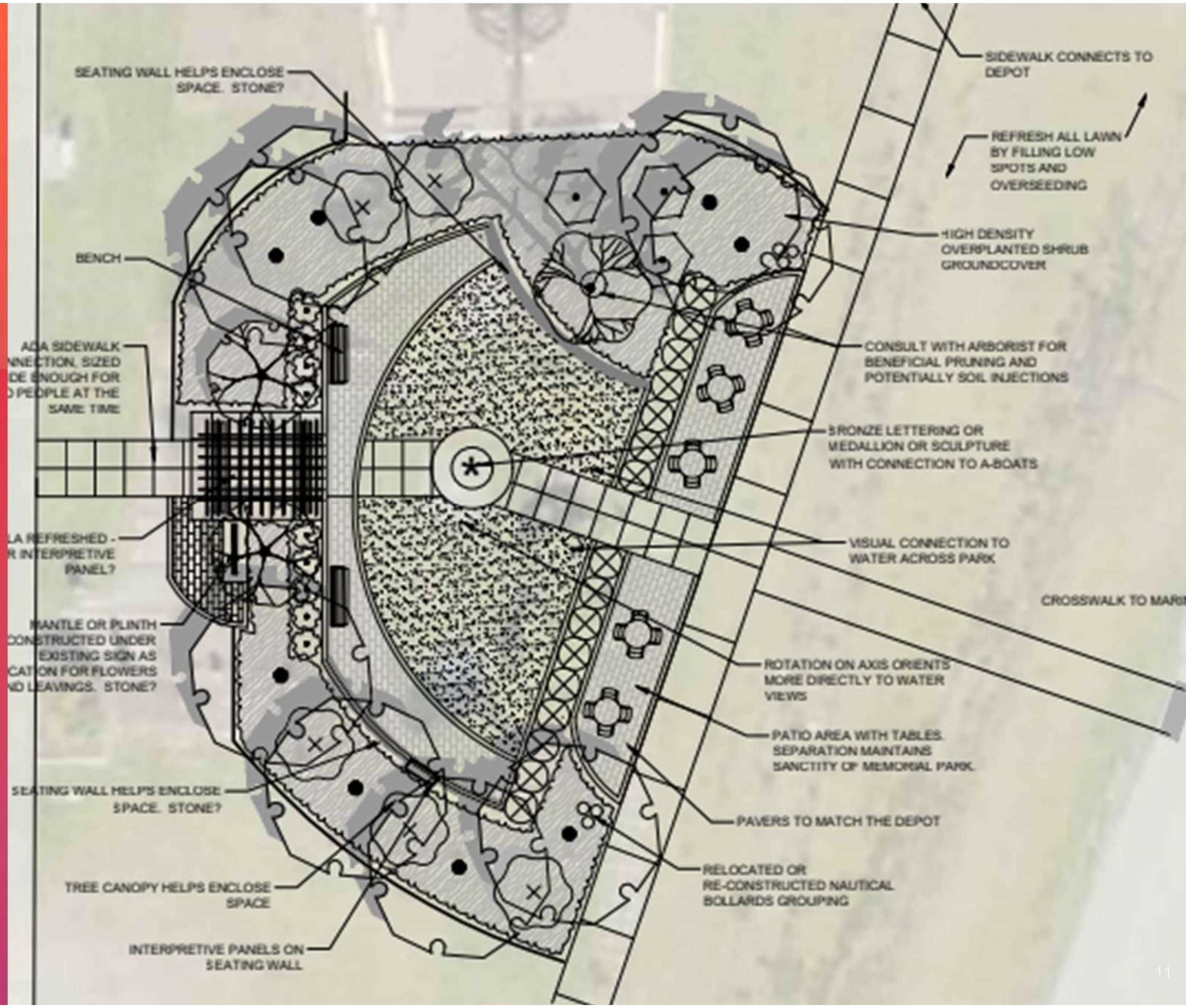
ANACORTES ARTS COMMISSION

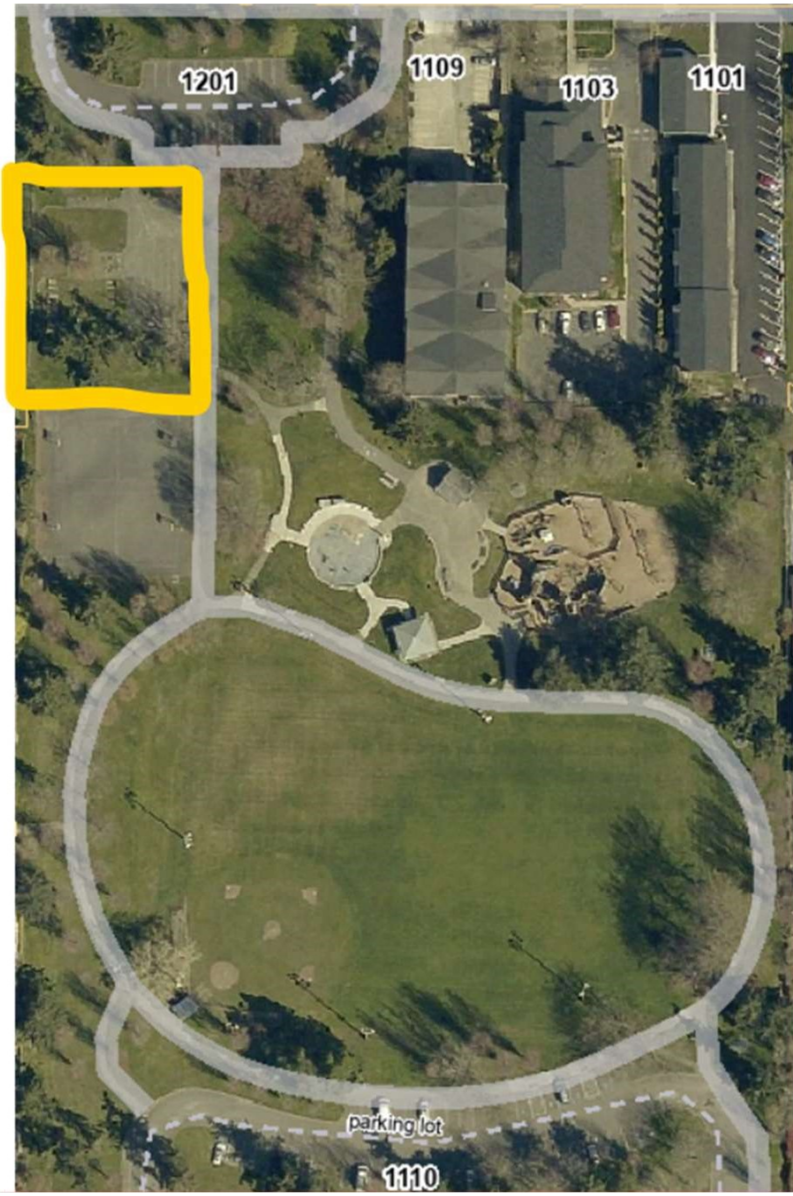
BEN ROOT SKATE PARK

THOMPSON TRAIL TRESTLE PROJECT

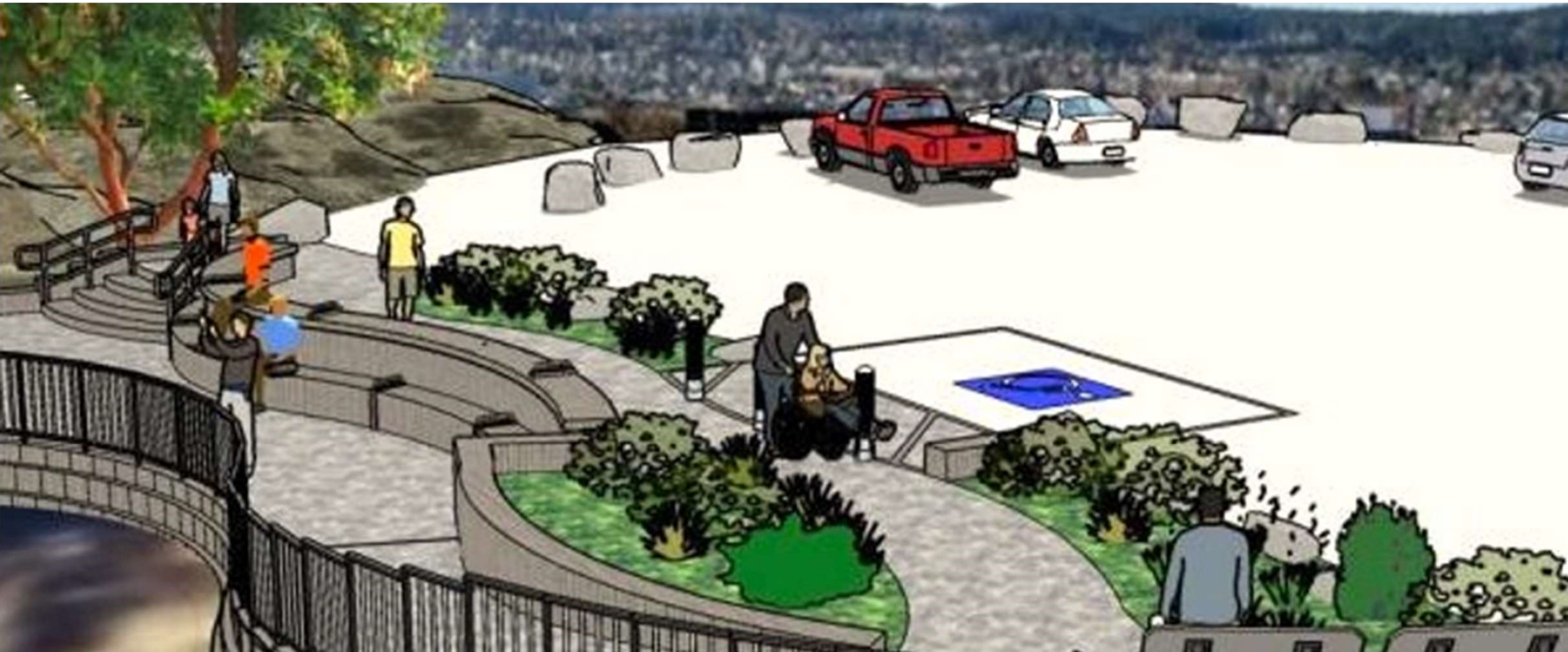
SHIP HARBOR

ALTAIR AMERICUS PARK





STORVIK SMALL COURTS



CAP SANTE LOOKOUT

MT ERIE CELL TOWER LEASE

SCHOOL INTERLOCAL AGREEMENT

WEST END PARK

DEPOT PAVILION SOUTH PLAZA

17

FUTURE PROJECTS:

GRANTS FOR STORVIK FIELD UPDATE
HEART LAKE PLAN
VOLUNTEER PARK – TURF FIELD

QUESTIONS?

City Council Agenda Bill

Meeting Date: April 15, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Wastewater Treatment Plant High Efficiency Diffuser System #24-110-SEW-001

Staff Contact(s): Andrew Rheaume, Brian Walker

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of $270,933.76 to Ovivo USA, LLC for the purchase of a High Efficiency Diffuser System for the Wastewater Treatment Plant.

Background:
1. History: Secondary treatment at the Wastewater Treatment Plant is a biological process that hinges largely on effective oxygen transfer via fine bubble diffusers. The diffusers in Basin #2 are beyond their expected lifespan and are now in need of complete replacement. In 2011 the City populated Basin #1 with Aerostrip brand diffusers for a host of reasons: Maximum mixing, optimized O2 transfer, energy efficiency, maximum turndown range, close-mounting to the floor, and robust polyurethane and stainless steel construction that can last 10-20 years of service. The fine 1mm bubble size provides the greatest mixing and oxygen transfer rate in the wastewater environment. Aeration represents about half of our electrical consumption at the plant and these diffusers represent huge long-term energy savings. The nature of our varying diurnal loading also requires the huge turndown range (0.3 – 7.0 SCFM/ft2) unique to these diffusers. The units are mounted less than 3 inches off the floor of the basin to maximize mixing and prevent dead zones. The stainless and polyurethane construction can be easily cleaned and maintained annually and is absolutely necessary for long life in the harsh environment of the basin. Installed in Basin #1, the Aerostrip system has provided all the anticipated performance used to justify its original selection, and it is now time to install the same equipment in Basin #2.

With nutrient removal now the operational goal of this facility, oxygen requirements are higher and both basins will need to remain in service 90% of the time and also be able to rotate during maintenance without differences in aeration capacity. It is very important, in order to meet new permit requirements, that both of the basins behave identically. Thus, the decision to utilize Aerostrip equipment was largely made 13 years ago. The Aerostrip product is proven, the engineering has been done for both the basins and the blowers, and this particular equipment selection has served the City well for over a decade.

The window for the Basin #2 work is late summer only and the installation of the Aerostrip components is tentatively scheduled for this September.

2. Key Terms:

- Contract is for a fixed price of $270,933.76.

3. Competitive Bidding: On March 22, 2024 the City solicited bids for the subject project and on April 4, 2024 a bid opening was conducted and 1 bid was received.

Budget Impact:

Supplier	Ovivo USA, LLC
Contract Amount	$270,933.76
Earmarked Funds	$250,000.00
BARS #	440.750.594.35.64
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-110-SEW-001 with Ovivo USA, LLC in the amount of $270,933.76 for the purchase of a High Efficiency Diffuser System for the Wastewater Treatment Plant.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):
1. 24-110-SEW-001

CONTRACT #24-110-SEW-001
Between
THE CITY OF ANACORTES
AND
OVIVO USA, LLC

WWTP HIGH EFFICIENCY DIFFUSER

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Ovivo USA, LLC, a private company at 4246 Riverboat Road, Suite 300, Salt Lake City, UT 84123 (herein after referred to as "Supplier").

1. **Scope of Work**. The Supplier shall furnish and deliver goods in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid WWTP High Efficiency Diffuser #24-110-SEW-001", which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms**. The Total Contract Price is **Two Hundred Seventy Thousand Nine Hundred Thirty-Three Dollars and Seventy-Six Cents ($270,933.76).** The Supplier's bid schedule is incorporated by reference and attached hereto as Exhibit A.

3. **Contract Term**. The contract term is from full execution through delivery and full acceptance by the City of all equipment and materials.

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

5. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier expressly agrees that it will be responsible for performing all warranty obligations set forth in the Invitation to Bid. Supplier also warrants that the Goods and/or Services will conform to the Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of twelve (12) months from the date of Acceptance or installation by City, whichever is later, or as specified in the Invitation to Bid, whichever is later. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

6. **Warranty Remedies**. City shall notify Supplier if any of the Goods and/or Services fails to meet the warranties set forth above, and Supplier shall promptly correct, repair or replace such Goods and/or Services at Supplier's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

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

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, and **Contract Number**. The Supplier must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

11. **Defense and Indemnity.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole negligence of the City.

12. **Insurance Requirements**

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

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

C. Minimum Scope of Insurance: The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products liability aggregate limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Compliance with Laws**. The Supplier in the performance of this Contract shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Contract to assure quality of services.

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

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

29. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

SUPPLIER:

Ovivo USA, LLC
Keni Layton
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
keni.layton@ovivowater.com

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

By ______________________________
Matt Miller, Mayor

Date ________________________

OVIVO USA, LLC

By ____________________________

Title ___________________________

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:

<u>Pertinent Non-Discrimination Authorities</u>:

- 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).

TO: **City of Anacortes**
(City or Owner):

FROM: **Bidder:** Ovivo USA, LLC:

PROJECT: 24-110-SEW-001

1. GENERAL

A. The winning bidder shall provide a complete floor-mounted strip diffuser system for the aeration basins as indicated in this section capable of operating at 0.6 to 4.8 scfm/sq ft flux rate continuously and at a rate of 0.3 to 0.6 and 4.8 to 7.0 scfm/sq ft for several hours per day in mixed liquor. A floor mounted system is defined as the diffuser membrane elevation (when relaxed) being three inches or less from the highest point of the floor and where the header and manifold air piping invert is higher than the highest point of the membrane in its relaxed state. All necessary distribution pipes, couplings, supports, hold-downs, anchors and accessories shall be provided.

B. All the equipment specified under this Invitation to Bid shall be furnished by a single Supplier (the Aeration Equipment Manufacturer) fully experienced, reputable, and qualified in the manufacture of the equipment specified. The diffuser system shall connect to the existing air supply drops located in the aeration basin Zones 2,3,4, and 5.

2. LIMITATION OF DAMAGES

The Bidder:

A. agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and

B. waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

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

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

5. NON-COLLUSION DECLARATION

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

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

6. BID SCHEDULE

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

Line	Qty	Unit	Description	Unit Price	Ext. Price
1	1	LS	WWTP High Efficiency Diffuser, as specified in the Invitation to Bid #24-110-SEW-001	$239,720.00	$239,720.00
2	1	LS	Spare Parts per Specifications (Article 4.4 SPARE PARTS)	Included	Included
				Subtotal:	$239,720.00
				Freight:	$9,300
				Sales Tax at 8.8% rate:	$21,913.76
				Total Bid:	$270,993.76

Estimated Delivery Date: 34 weeks from PO

7. ADDENDUMS

Bidder acknowledges review of all Addenda through No. ____________

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

8. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name: Ovivo USA, LLC

Signature: Keni Layton

Name (Print): Keni Layton

Title: Financial Controller

Email: keni.layton@ovivowater.com

Date: 3/28/2024

Address of Bidder: 4246 Riverboat Road, Suite 300, Salt Lake City, UT 84123

Telephone No.: 801-931-3000

END OF SECTION