



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 11, 2019
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Anacortes High School Green Club & Anacortes Activist Student Union Invitation to Attend March 23 Fidalgo for the Future Event
 - b. Port/City Liaison Committee
 - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of March 4, 2019
 - b. Approval of Claims in the amount of: \$297,492.16
 - c. Contract Award: Emergency Management Services 19-015-IDS-001
 - d. Contract Award: WAVE Direct Internet Access (DIA) Service 19-045-FBR-001
 - e. Ordinance 3035: Repealing Ordinance 2694
 - f. Resolution 2037: Adopting Safety Suggestion Incentive Program for Employees
6. **Public Hearings**
7. **Other Business**
 - a. * Property Tax Presentation by Skagit County Assessor (Discussion)
 - b. * Presentation: Museum Newspapers Exhibit Opening March 13 (Discussion)
 - c. Contract Award: WTP SCADA Systems Upgrade - Engineering Services Phase 1 #19-031-WTR-001 (Action)
 - d. Contract Award: WTP SCADA Systems Upgrade - Phase 1 Design & Installation #19-031-WTR-002 (Action)
 - e. Contract Modification: Library Generator Electrical 18-096-FAC-002 (Action)
 - f. * Presentation: 2019 Stormwater Management Program Plan (Discussion)
 - g. * Ordinance 3036: Municipal Code Chapter 1.30, Contracting (Discussion/Possible Action)
 - h. * Resolution 2030: Purchasing Policy (Discussion/Possible Action)
 - i. * Ordinance 3030: Fire Impact Fees (Discussion)
8. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 18, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

March 18, 2019

March 25, 2019

- Contract Amendment: Anacortes Senior Activity Center Foundation 18-109-SEN-001
- 2019 CDBG Action Plan Review (Discussion)
- City Council Candidate Presentations (Discussion)
- Executive Session (20 Minutes) : Review Qualifications of City Council Candidates per RCW 42.30.110(h)

April 1, 2019

*Special Meeting: ***** 6 p.m. Executive Session to Review qualifications of City Council Candidates (20 minutes)*

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 8, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 15, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 22, 2019

- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)

May 6, 2019

May 13, 2019

- Closed Record Decision Hearing: Randy Click & Donna Jung Conditional Use Permit CUP-2018-0003 to permit conversion of 3 short term rentals to single-family residences along with allowing construction of a single-family residence on the vacant lot

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Mar 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Mar 13, 2019, 8:15 AM, Mount Vernon
- Finance, Wednesday, Mar 13, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Mar 18, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Mar 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Apr 1, 2019, 5:00 PM, Main Conference Room, City Hall



Fidalgo for the Future

Organized by the Anacortes Activist Student Union



Anacortes Activist Student Union



2018 - Memorial walkout, March For Our Lives



2018-2019 - Paint the Vote, Fidalgo for the Future

Fidalgo for the Future

- 9:00 AM on March 23rd in the AHS commons.
- Sent to clean up areas at 9:45.
- 11:00 informational speeches and community conversation.
- Pledges to change to sustainable habits.
- End at 1:00 PM.
- Clean and sort trash to build statue.

Locations

- Guemes Channel Boardwalk
- Tommy Thompson
- Cabana and Tugboat Beach
- Cap Sante marina and beach
- Cap Sante Viewpoint
- AHS Student Parking Lot and Smiley's Bottom
- Whistle Lake Parking lot out to Whistle Lake Road
- South March's Point Road
- March's Point Road

City Council Minutes – March 4, 2019

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of March 4, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Brad Adams and Bruce McDougall were present. Councilmembers Anthony Young and Matt Miller were absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Public Works Committee: Mr. Walters reported from the committee meeting earlier in evening. He advised that staff would soon bring forward a contract for SCADA updates at the water treatment plant for a total price of approximately \$400K. Mr. Walters explained the justification for the upgrade and indicated that the committee was supportive of approving the contract.

Mayor Gere read a press release explaining the process for filling City Council Position 6 which had been vacated by the resignation of Senator Liz Lovelett on February 25. The mayor advised that letters of interest would be accepted until noon on March 20 and that interested candidates who met eligibility requirements would be invited to address the City Council at the March 25, 2019 City Council meeting. The press release, which had been posted on the city website, was added to the packet materials for the meeting.

Public Comment

Theresa Baker, 1820 11th Street, commented on the proposed \$65K earthquake early warning system contract that had been considered by City Council at its February 25, 2019 meeting and would be considered again later on the agenda. Ms. Baker suggested that Council ask for an overview of what would happen in the event of a 9.0 earthquake and observed that in a quake of that magnitude the water system might be the least of the city's worries. She asked if the refinery might be more in need of an early warning system that could be shared with other organizations. Mayor Gere noted that the city was focusing on emergency preparedness in 2019, including drills and an update to its emergency response plan.

Consent Agenda

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

- a. Minutes of February 19, 2019 and February 25, 2019
- b. Approval of Claims in the amount of: \$301,365.80
- c. Interlocal 267 Amendment 1 with Skagit County - BLS OTEP Training Hub

The following vouchers/checks were approved for payment:

EFT numbers: 92377 through 92406, total \$200,671.38

Check numbers: 92407 through 92444, total \$140,772.76

Wire transfer numbers: 245554 through 245818, total \$7,164.34

OTHER BUSINESS

Ordinance 3035: Safety Suggestion Incentive Program for Employees

Community Service Officer Karl Wolfswinkel, chair of the city's Safety Committee, provided a brief update on the city's safety program and the work of the Safety Committee, referring to his slide presentation that had been included in the packet materials for the meeting. Officer Wolfswinkel then presented proposed Ordinance 3035 to rescind the safety suggestion program enacted in 2005 and establish a replacement program. He said the new

program was designed to motivate and recognize those employees who perform their jobs in a safe and efficient manner above and beyond the call of duty, including an opportunity to be recognized by the Safety Committee and City Council and possible financial incentives. Mr. Walters suggested that the Safety STAR Recognition Program would be more appropriately adopted by resolution rather than by ordinance, though noting that the current ordinance would need to be repealed. Ms. Swetnam agreed that staff could change the legislative format and bring the item back to Council for consideration and action the following week. Mr. Walters also suggested that the final line of the program description not specifically call for VISA gift cards, but more generally “gift cards”. Officer Wolfswinkel concurred.

Mr. Johnson reported that the Air Force had programs to reward employees with a share of cost savings achieved due to exceptional cost saving innovations they proposed. Administrative Services Director Emily Schuh advised that the city had a similar program in place but that it was difficult to distinguish suggestions above and beyond an employee’s regular duty.

Mr. Adams spoke in support of the proposed safety incentive program, observing the importance of employee safety. Mayor Gere concluded that staff would bring back a resolution for action the following week on the consent agenda, removing the specific mention of VISA gift cards.

Ordinance 3037: Vacating the Alley in Block 31 "Map of the City of Anacortes"

Engineering Technician Tim Hohmann recalled that the public hearing on the proposed alley vacation had concluded at the February 25, 2019 City Council meeting. Mr. Hohmann advised that two changes had been made to draft Ordinance 3037 since the hearing: addition of \$6K compensation from the Port to the City and revision of the quitclaim deed that would transfer Lot 18 to include the required covenant to guarantee the property’s use for public benefit under RCW 39.33.015.

Mayor Gere restated the motion on the floor from the February 25, 2019 meeting:

Mr. Walters moved, seconded by Mr. Young, to approve Ordinance 3037 vacating the alley in Block 31 with the compensation of the \$30K parcel swap and an additional \$6K from the Port.

Mr. Walters noted that the revised ordinance presented in the packet for the March 4, 2019 meeting explicitly included the \$6K payment he had sought. Mr. Walters moved, seconded by Mr. McDougall, to amend his motion to approve the revised Ordinance 3037 and revised Quit Claim Deed as presented in the March 4, 2019 packet. The motion to amend carried unanimously by voice vote.

Mr. Johnson questioned Mr. Hohmann and Ms. Swetnam on the references in the documents to “low income housing,” noting that the intent of the land transactions was to enable workforce housing on the Olson Building site. Ms. Swetnam clarified that the deed restriction explicitly referenced the RCW language and that it only applied to Lot 18, not to the Olson Building itself.

Vote on amended motion: Ayes – Walters, Adams, McDougall and Johnson. Motion carried.

Mayor Gere announced that Agenda Item 8a, Executive Session: Potential Litigation or Litigation per RCW 42.30.110 (i), had been removed from the agenda.

Contract Award: Water System Earthquake Early Warning System - Phase 1 & 2, #19-038-WTR-001

Water System Manager Jeff Marrs recapped the prior week’s presentation on the proposed professional services contract with Varius Inc. for an earthquake early warning system as part of the USGS/PNSN “ShakeAlert” collaborative program. Mr. Johnson observed that a significant portion of the total contract would be performed and billed by Varius before the city’s Pilot Project Application to USGS and PNSN was approved. He questioned what value the city would have received if the application were then to be denied. Mr. Marrs said

that staff did not anticipate denial of the application and elaborated on the emphasis the ShakeAlert program was placing on enrolling water utilities. Mr. Adams looked forward to the potential for wider application in the future, including schools, hospitals and refineries.

Mr. Adams moved, seconded by Mr. McDougall, to approve the contract for the Water System Earthquake Early Warning System – Phases 1 & 2. Vote: Ayes – Adams, McDougall, Johnson and Walters. Motion carried.

Ordinance 3036: Municipal Code Chapter 1.30, Contracting and Resolution 2030: Purchasing Policy

City Attorney Darcy Swetnam resumed the discussion of draft Ordinance 3036 and Resolution 2030 from the February 19, 2019 City Council meeting. She called Council's attention to revised versions of both documents that she had circulated to councilmembers earlier in the day and advised that those drafts were for discussion only at the present meeting. She then reviewed the revisions in more detail. Ms. Swetnam's slide presentation was added to the packet materials for the meeting.

Ms. Swetnam presented a sample of contract authority limits in other Washington jurisdictions. She then reviewed a number of specific changes to Ordinance 3036 including:

- Making the ordinance inapplicable to agreements for purchasing goods that had been budgeted for
- Requiring all grant agreements to come before City Council
- Specifying review criteria for each of the reviewing parties listed in Section 1.30.030
- Making the ordinance applicable for both contracts with a total aggregate value of less than \$30K and for the purchase of goods not used in connection with a public work
- Requiring all conveyances of real property interests and leases for a term of more than one calendar year to be approved by City Council

Mr. Walters questioned the reference to "budgeted" purchases and suggested that agreements for both purchases and services over the established dollar threshold should come before Council. Mr. Adams agreed. Ms. Swetnam said that in that case she recommended establishing the mayor's contract authority at \$30K for agreements to purchase both goods and services. Mayor Gere noted that the current \$30K limit had been established back in 1996 and that Mr. McDougall had calculated that to be approximately \$42K in present day dollars. Mr. Walters referred to Ms. Swetnam's slide showing significantly higher thresholds for some other cities. Ms. Swetnam said she would research additional threshold amounts from comparably sized cities. Mr. Adams and Mr. McDougall favored increasing the mayor's contract authority to \$40K or \$50K.

Mr. Walters suggested that Section 1.30.040(B)(1)(c) be revised to "a new total contract amount less than 110% of the original contract amount."

Ms. Swetnam agreed to make the requested revisions and bring the ordinance back to Council for consideration and possible action at its March 11, 2019 meeting with the contract authority figure left blank for Council to determine at that time.

Mr. Walters praised the added language in Section 1.30.030 but argued that 1.30.030(A)(3) should require Department Heads to establish that "the contract is consistent with the Department's budget, capital plan, and department objectives." Councilmembers discussed this topic with Ms. Swetnam at some length. Mr. Walters emphasized that staff should be required to disclose and explain whenever a proposed agreement was not consistent with the adopted budget, the adopted capital facilities plan, or both. Councilmembers discussed possible means of documenting the contract review. Ms. Swetnam offered to revise the language of Section 1.30.030 to better reflect Council's intent.

Ms. Swetnam then turned to Resolution 2030 and its attached purchasing policy. She pointed out the one revision to the policy, which was adding legal authority to the purchasing matrix in Section XIII.

Mayor Gere concluded that staff would bring revised documents back to Council for further consideration and possible action the following week.

There being no further business, at approximately 7:06 p.m. the Anacortes City Council meeting of March 4, 2019 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 March 11, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246338	12/12/2018	1260403	SURETY PEST CONTROL	MUSEUM RODENT CONTROL	\$ 44.49	pwfac
246361	12/28/2018	1257597	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 66.19	publib
242592	1/2/2019	Pest test / lic fees	WASHINGTON STATE DEPARTMENT	PESTICIDE TEST FEE & LICENSE FEE	\$ 174.00	dshop
246160	1/3/2019	00009390	WASHINGTON SECRETARY OF STATE	2019 WASHINGTON DIGITAL LIBRARY CONSORTIUM	\$ 10,542.21	publib
246134	1/10/2019	796314	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 11.39	hr
246136	1/10/2019	796322	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 4.88	hr
246228	1/14/2019	38341924	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$ 11.64	publib
246235	1/14/2019	38341925	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 52.59	publib
246236	1/14/2019	38341923	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 781.37	publib
246231	1/16/2019	1086008247	PENGUIN RANDOM HOUSE LLC	NON-PRINT MATERIAL	\$ 228.94	publib
244907	1/16/2019	1917270	WITMER PUBLIC SAFETY GROUP INC	25 GEAR (PPE) BAGS	\$ 787.25	afdcc
246229	1/18/2019	1086135610	PENGUIN RANDOM HOUSE LLC	NON-PRINT MATERIAL	\$ 54.25	publib
246207	1/21/2019	210204	SEAWESTERN, INC.	AIR ANALYSIS FOR SCBA COMPRESSOR	\$ 131.00	medic
244502	1/23/2019	797901	BAYSHORE OFFICE PRODUCTS INC	FILEBOX, FOLDER, WHITE BOARD	\$ 37.45	afdcc
244504	1/23/2019	797842	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 39.08	museumcc
244490	1/24/2019	114-4658601-3981014	AMAZON.COM SERVICES, INC	GLOVES AND LAB CYLINDERS	\$ 116.32	wwtpcc
244495	1/24/2019	112-8882785-4961812	AMAZON.COM SERVICES, INC	THERMOMETER FOR FRIDGE AND FREEZER IN EVIDENCE AND AIR VENT FILTERS FOR HAZMAT	\$ 39.04	apdcc
244497	1/24/2019	111-0982067-4355453	AMAZON.COM SERVICES, INC	PHONE CASE	\$ 20.60	infosyscc
244499	1/24/2019	114-9486251-7814669	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 13.13	libcc
246161	1/24/2019	455544896434	AMAZON.CREDIT PLAN	DVD ADULT	\$ 311.25	publib
244573	1/24/2019	190205FLGOE	EVERGREEN SAFETY COUNCIL	FLAGGER CERTIFICATION	\$ 85.00	shopcc
244493	1/24/2019	4381831	FAMILY CARE NETWORK PLLC	CDL PHYSICAL	\$ 160.00	shopcc
244576	1/24/2019	8561 01 52850	HOME DEPOT	SHELVING	\$ 371.40	shopcc
244498	1/24/2019	16035	PHENIX TECHNOLOGY	2 LIEUTENANT HELMETS	\$ 631.70	afdcc
244503	1/24/2019	83409	PORT OF ANACORTES	FUEL- PARKS SMALL EQUIPMENT	\$ 86.95	parksc
244491	1/24/2019	D65365	SEBO'S DO-IT CENTER	FLAGGING TAPE	\$ 6.36	parksc
244492	1/24/2019	D65322	SEBO'S DO-IT CENTER	PARTS- WATER DEPT	\$ 3.16	wdistcc
244494	1/24/2019	D65305	SEBO'S DO-IT CENTER	SUPPLIES- STREET DEPT	\$ 22.94	shopcc
244579	1/25/2019	C18431/1	ACE HARDWARE	TOOLS - MAINT USE	\$ 32.54	parksc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
244501	1/25/2019	113-0797129-6149844	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 73.76	shopcc
244565	1/25/2019	WA51718440	HOME DEPOT	PEG BOARD FOR IT	\$ 173.44	pwfaccc
246232	1/25/2019	38557650	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 100.80	publib
246233	1/25/2019	38557649	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 50.69	publib
246234	1/25/2019	38557648	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 229.01	publib
244568	1/25/2019	27458709	LOWE'S BUSINESS ACCOUNT/GEMB	COOLERS	\$ 43.44	wtpcc
244572	1/25/2019	451618	MY TAILOR	13 PATCHES ADDED TO CLASS B UNIFORMS	\$ 58.50	afdcc
244668	1/25/2019	0195016-IN	NURNBERG SCIENTIFIC	PAO STANDARD SOLUTION	\$ 69.28	wwtpcc
244571	1/25/2019	R167644	PCM BUSINESS DIRECT	IT ITEMS	\$ 643.81	infosyscc
244558	1/25/2019	D65764	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 7.07	pwfaccc
244559	1/25/2019	D65957	SEBO'S DO-IT CENTER	MARKING PAINT	\$ 6.37	shopcc
244564	1/25/2019	D66038	SEBO'S DO-IT CENTER	LED LIGHTS/BRUSH	\$ 16.57	parksc
244569	1/25/2019	D65725	SEBO'S DO-IT CENTER	CONDUIT	\$ 6.74	shopcc
244560	1/25/2019	190125	T-SHIRTS BY DESIGN	PRINTING LOGO ON VESTS	\$ 17.36	wdistcc
244570	1/25/2019	2951999-702320	WALMART	OPS- OFFICE SUPPLY	\$ 126.49	shopcc
244580	1/26/2019	113-9226076-3897864	AMAZON.COM SERVICES, INC	MOUSE FOR LAPTOP @ 29-3	\$ 21.69	afdcc
244578	1/26/2019	83443	PORT OF ANACORTES	NON-ETHANOL GAS	\$ 14.66	afdcc
244577	1/26/2019	32048	WSCC PFD PARKING	PARKING FOR ALA CONFERENCE	\$ 20.00	libcc
244557	1/27/2019	C19395/1	ACE HARDWARE	MOLD AND MILDEW REMOVER	\$ 3.50	wwtpcc
244561	1/27/2019	114-3088113-7449044	AMAZON.COM SERVICES, INC	FIT-TESTING HOOD	\$ 20.52	afdcc
244562	1/27/2019	114-7898660-8653816	AMAZON.COM SERVICES, INC	SCBA BAR CODE SCANNER	\$ 54.24	afdcc
244563	1/27/2019	113-3135132-6646652	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - FINANCE	\$ 10.84	financecc
244575	1/27/2019	113-0594025-5716262	AMAZON.COM SERVICES, INC	HEADLIGHT ASSEMBLY	\$ 327.56	shopcc
244680	1/27/2019	055411	OFFICE MAX	OFFICE SUPPLIES FOR TRAINING; K9 HANDLER - OFC HATCHER	\$ 39.70	apdcc
244679	1/27/2019	4680	WSCC PFD PARKING	PARKING	\$ 18.00	libcc
244673	1/28/2019	C19621/1	ACE HARDWARE	FACILITY REPAIR ITEMS	\$ 4.83	pwfaccc
244674	1/28/2019	076834	AMERICAN LIBRARY ASSOCIATION	BOOKS YS	\$ 232.75	libcc
244675	1/28/2019	Square012819	CHRONICLE BOOKS	BOOKS YS	\$ 14.00	libcc
244519	1/28/2019	2019	DOT GOV	2019 GOV DOMAIN NAME 4/19-4/20	\$ 400.00	infosyscc
244671	1/28/2019	17296	FLOORING CONNECTIONS	FLOORING	\$ 331.47	pwfaccc
244667	1/28/2019	H31933	FRONTIER BUILDING SUPPLY	FACILITY USE ITEMS	\$ 28.87	pwfaccc
244669	1/28/2019	H32050	FRONTIER BUILDING SUPPLY	PAINT	\$ 32.16	pwfaccc
244702	1/28/2019	8561 01 63212	HOME DEPOT	FACILITY USE ITEMS	\$ 291.73	pwfaccc
244670	1/28/2019	D66944	SEBO'S DO-IT CENTER	GARDEN CULTIVATOR	\$ 24.45	parksc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
244672	1/28/2019	D67015	SEBO'S DO-IT CENTER	LIBRARY USE ITEMS	\$ 31.90	pwfaccc
244678	1/28/2019	D66930	SEBO'S DO-IT CENTER	FACILITY SUPPLIES- OPS	\$ 34.70	shopcc
244676	1/28/2019	Square012819	SQUARE	BOOKS YS	\$ 35.00	libcc
244704	1/28/2019	278306	VILLAGE BOOKS	BOOKS YS	\$ 96.69	libcc
244700	1/29/2019	C20047/1	ACE HARDWARE	SPLITTER BOX PLUMBING REPAIR	\$ 40.48	wwtpcc
244703	1/29/2019	114-0124273-5106677	AMAZON.COM SERVICES, INC	POTASSIUM IODIDE	\$ 30.26	wwtpcc
244701	1/29/2019	4118-7952-1363-6182	ASSOCIATION OF WASHINGTON	JOB POSTING ANNOUCEMENT, AWC WEBSITE, PW STREET MAINT.	\$ 50.00	hrcc
244706	1/29/2019	01292019	CHEVRON AND TEXACO UNIVERSAL	FUEL	\$ 13.38	wdistcc
244677	1/29/2019	113785667	GLOBAL EQUIPMENT CO., INC	OPS- LARGE FOLDING CHAIR RACK	\$ 105.14	shopcc
244708	1/29/2019	B75962/2	HB JAEGER	PERF PIPE- STREET DEPT	\$ 266.91	shopcc
244739	1/29/2019	015215	METAL TECHNOLOGY	CRUCIBLES	\$ 140.21	wwtpcc
244920	1/29/2019	001-424466	PISTON SERVICE OF ANACORTES	WD-40 FOR SOLID WASTE	\$ 22.94	shopcc
244745	1/29/2019	E1812552	WITMER PUBLIC SAFETY GROUP INC	REPLACEMENT HELMET GOGGLES	\$ 27.77	afdcc
244916	1/30/2019	00010533	2L BIN, INC	CARBIDE TIPPED CUTTER	\$ 507.36	pwfaccc
244707	1/30/2019	114-0081968-9915460	AMAZON.COM SERVICES, INC	SCISSORS	\$ 10.84	wwtpcc
244749	1/30/2019	114-3134569-3095442	AMAZON.COM SERVICES, INC	WATER HOSE	\$ 27.93	wwtpcc
244741	1/30/2019	EHLLAC58P	CASCADE MEDICAL CENTER	PARAMEDIC LECTURE SERIES	\$ 400.00	afdcc
244740	1/30/2019	67709	ELECTRO-CHEMICAL DEVICES, INC	SENSORS AND MEMBRANE REPLACEMENT KIT	\$ 74.92	wwtpcc
244705	1/30/2019	113790451	GLOBAL EQUIPMENT CO., INC	OPS- MENS LOCKER ROOM LOCKERS	\$ 4,714.85	shopcc
244908	1/30/2019	1429	SEAWESTERN, INC.	7 PAIR STRUCTURAL FIRE BOOTS	\$ 3,197.50	afdcc
244742	1/30/2019	D67776	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 34.35	pwfaccc
244743	1/30/2019	D68036	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 16.09	pwfaccc
244744	1/30/2019	D67805	SEBO'S DO-IT CENTER	HAMMER/DRIVER/MASONRY BITS	\$ 56.53	parksc
244748	1/30/2019	NBNNVPJ57C9	WASHINGTON PUBLIC TREASURERS	WASHINGTON PUBLIC TREASURERS ASSOCIATION 2019 CONFERENCE	\$ 315.00	financecc
244747	1/30/2019	WEB128932	ZOLL MEDICAL CORPORATION	ADULT SENSORS	\$ 738.45	afdcc
244923	1/31/2019	114-3134569-3095442	AMAZON.COM SERVICES, INC	LED DUAL HEAD WORK LIGHTS	\$ 618.42	wwtpcc
244895	1/31/2019	105319	CASCADE BICYCLE CLUB	WASHINGTON BIKE SUMMIT REGISTRATION GUNNAR C	\$ 200.00	pwfaccc
244917	1/31/2019	13122040	ETA INTERNATIONAL	ETA INTERNATIONAL MEMBERSHIP	\$ 25.00	pwfaccc
244881	1/31/2019	H32941	FRONTIER BUILDING SUPPLY	FACILITY USE ITEMS	\$ 250.93	pwfaccc
244905	1/31/2019	H32896	FRONTIER BUILDING SUPPLY	OPERATING SUPPLIES- WATER	\$ 134.96	wdistcc
244899	1/31/2019	8563 02 23446	HOME DEPOT	FACILITY USE ITEMS	\$ 133.92	pwfaccc
244929	1/31/2019	19812720	LITTLE CREEK CASINO RESORT	TRAINING HOTEL STAY; NEW K9 HANDLER - OFC HATCHER WEEK 1	\$ 413.60	apdcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
244921	1/31/2019	49967862	LOWE'S BUSINESS ACCOUNT/GEMB	CLR CLEANER, PVC CAPS, UTILITY CART	\$ 150.61	wtpcc
244918	1/31/2019	1354 2753 002	MICHAELS	MESSY ME SUPPLIES	\$ 63.80	parksc
244909	1/31/2019	640788	NORTHWEST RIVER SUPPLIES	RESCUE FLOATATION VEST, PILOT KNIFE	\$ 271.15	afdcc
244887	1/31/2019	0195186-IN	NURNBERG SCIENTIFIC	THERMOMETER	\$ 240.14	wwtpcc
244888	1/31/2019	0195273-IN	NURNBERG SCIENTIFIC	PIPETS, TIPS AND BUFFER	\$ 339.56	wwtpcc
244882	1/31/2019	D68179	SEBO'S DO-IT CENTER	WA PARK ITEMS	\$ 4.88	parks
244896	1/31/2019	D68215	SEBO'S DO-IT CENTER	CABLE TIES/COVER/TOWELS	\$ 15.01	parksc
244900	1/31/2019	D68340	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 14.04	pwfacc
244902	1/31/2019	D68530	SEBO'S DO-IT CENTER	MEASURING WHEEL, ORANGE PAINT (EVIP)	\$ 45.11	afdcc
244906	1/31/2019	D68292	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	\$ 17.62	shopcc
245388	1/31/2019	659378373	SHELL OIL COMPANY	GAS FILL TO/FROM FIRE ACADEMY	\$ 69.60	ap direct
244894	1/31/2019	112386242	WASHINGTON ASSOCIATION OF	2019 WABO ANNUAL EDUCATION INSTITUTE	\$ 750.00	bldgcc
244884	2/1/2019	C21246/1	ACE HARDWARE	TEST PLUG SLIP- STREET DEPT	\$ 7.80	shopcc
244893	2/1/2019	C21149/1	ACE HARDWARE	COMPASS	\$ 9.75	parksc
244922	2/1/2019	C21190/1	ACE HARDWARE	SMALL TOOLS	\$ 205.68	parksc
244910	2/1/2019	111-9210660-1969811	AMAZON.COM SERVICES, INC	IPHONE COVERS/OFFICE SUPPLIES	\$ 19.48	infosyscc
244927	2/1/2019	114-5471758-5506265	AMAZON.COM SERVICES, INC	XTREME CLEEN DISINFECTANT CONCENTRATE	\$ 42.76	wwtpcc
244928	2/1/2019	114-4943407-7286642	AMAZON.COM SERVICES, INC	SHOP TOWELS	\$ 27.06	wwtpcc
244879	2/1/2019	2430954149595385	ASSOCIATION OF WASHINGTON	AWC ONLINE JOB POSTING ANNOUNCEMENT, RECREATION COORDINATOR	\$ 50.00	hrcc
245653	2/1/2019	AN 64079	CENTRAL WELDING SUPPLY CO, INC	YELLOW PAINT MARKERS	\$ 21.70	wdistcc
244883	2/1/2019	H33222	FRONTIER BUILDING SUPPLY	FACILITY USE ITEMS	\$ 8.24	pwfacc
244889	2/1/2019	USA0072056-S	HANNA INSTRUMENTS	PH ELECTRODE WITH BNC CONNECTOR	\$ 135.00	wwtpcc
244903	2/1/2019	441960253	NEWEGG BUSINESS, INC.	UPS FOR CL2 ELECTRIC ROOM	\$ 803.10	wtpcc
244898	2/1/2019	001-424752	PISTON SERVICE OF ANACORTES	IMP SOCKET- WATER DEPT	\$ 41.88	wdistcc
244890	2/1/2019	443-58-1-8457	PROFESSIONAL TRAINING	TRAINING	\$ 380.00	wwtpcc
244877	2/1/2019	593 51 6 8851	SAFeway INC	DRAIN CLEANER AND CLEANING SUPPLIES	\$ 28.16	wwtpcc
244897	2/1/2019	D68821	SEBO'S DO-IT CENTER	BRUSH/PADLOCK	\$ 14.86	parksc
245043	2/1/2019	D68820	SEBO'S DO-IT CENTER	ELECTRICAL TAPE- WATER DEPT	\$ 8.07	wdistcc
244901	2/1/2019	8506600181	SHELL	FUEL- #128	\$ 56.10	pwfacc
244892	2/1/2019	0737-5	SHERWIN WILLIAMS	PAINT SUPPLIES- OPS SHOP	\$ 125.40	shopcc
245654	2/1/2019	0746-6	SHERWIN WILLIAMS	QUART OIL PAINT	\$ 90.66	shopcc
246335	2/1/2019	1268325	SURETY PEST CONTROL	ASAC GUTTER CLEANING	\$ 86.80	pwfacc
244878	2/1/2019	3167251	SYMPPLICITY RECRUIT	JOB POSTING, RECREATIONAL COORDINATOR, CENTRAL WA UNIV.	\$ 55.00	hrcc
244924	2/1/2019	478749821	THRIVE COMMUNITY FITNESS	VOLUNTEER MEMBERSHIP - FEBRUARY	\$ 21.65	afdcc

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245915	2/1/2019	478749821	THRIVE COMMUNITY FITNESS	2 MEMBERSHIPS - FEBRUARY	\$ 43.30	afdcc
244913	2/1/2019	37783	VAN'S EQUIPMENT CO	EXCAVATOR BUCKET	\$ 895.13	parksc
244919	2/2/2019	C21961/1	ACE HARDWARE	LAB RESERVOIR REPAIR	\$ 2.25	wwtpcc
244886	2/2/2019	113-6968921-0855439	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - MUSEUM	\$ 65.33	financecc
244911	2/2/2019	111-0815459-0339464	AMAZON.COM SERVICES, INC	LAPTOP CHARGERS	\$ 107.16	infosyscc
244926	2/2/2019	114-5843648-9061851	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 52.05	libcc
244904	2/2/2019	930221429093	FEDEX	SAMPLES TO ESPRI X 2	\$ 559.30	wtpcc
244912	2/2/2019	980-3-1434-940099-19	OFFICE DEPOT, INC.	OPERATING SUPPLIES	\$ 30.41	libcc
244880	2/2/2019	D69480	SEBO'S DO-IT CENTER	FLAGGING TAPE - WP	\$ 42.49	parksc
244885	2/3/2019	C22419/1	ACE HARDWARE	REPLACEMENT NOZZLE, CARWASH BRUSH	\$ 27.10	afdcc
244891	2/3/2019	114-7925760-0529815	AMAZON.COM SERVICES, INC	BLUE LIGHT BLOCKING SAFETY GLASSES	\$ 12.47	wwtpcc
244914	2/4/2019	113-3580931-8344232	AMAZON.COM SERVICES, INC	CABLE, PIPE, TUBE CLAMPS FOR SHOP	\$ 94.74	shopcc
244925	2/4/2019	114-0355370-1202673	AMAZON.COM SERVICES, INC	LEGAL LAMINATING POUCHES	\$ 23.86	afdcc
244992	2/4/2019	111-6484075-4492207	AMAZON.COM SERVICES, INC	LAPTOP ACCIDENTAL PROTECTION PLAN	\$ 497.46	infosyscc
244993	2/4/2019	111-2457172-6984202	AMAZON.COM SERVICES, INC	COMPUTERS	\$ 3,251.70	infosyscc
244990	2/4/2019	0798 044 6038	BEST BUY	PHONE CHARGERS X 2	\$ 56.92	wtpcc
244986	2/4/2019	2-576520	DIAMOND RENTALS, INC.	PRE-MIXED 2-STROKE FUEL - ALL STATIONS	\$ 110.54	afdcc
244985	2/4/2019	H33558	FRONTIER BUILDING SUPPLY	ITEMS FOR CEMETARY	\$ 35.71	pwfacc
245950	2/4/2019	12669514	GENSCO	CEMETARY ITEMS	\$ 1,330.00	parksc
245029	2/4/2019	105464-0	KEENEY'S OFFICE SUPPLY, INC.	OFFICE SUPPLIES - PARKS, FINANCE, PLANNING	\$ 81.76	financecc
244991	2/4/2019	43000087755	LES SCHWAB TIRE CENTERS	CHAINS FOR FORD 138	\$ 157.15	wtpcc
246326	2/4/2019	41600302779	LES SCHWAB TIRE CENTERS	FLAT REPAIR #203	\$ 32.55	dshop
244987	2/4/2019	1204371974	NEWEGG BUSINESS, INC.	MONITOR	\$ 682.47	infosyscc
244988	2/4/2019	1204371954	NEWEGG BUSINESS, INC.	MONITORS	\$ 3,412.32	infosyscc
244995	2/4/2019	458607	PUBLIC SAFETY SOURCE	VEHICLE SUPPLIES- #040A, #041A, #210A	\$ 648.34	shopcc
244989	2/4/2019	D70180	SEBO'S DO-IT CENTER	CEMETERY ITEMS	\$ 35.81	pwfacc
245946	2/4/2019	D69083	SEBO'S DO-IT CENTER	EASY ROOTER RENTAL	\$ 32.55	wwtpcc
246336	2/4/2019	1266848	SURETY PEST CONTROL	ASAC PEST CONTROL	\$ 92.23	pwfacc
244996	2/4/2019	R1366525857	US BANK	TRAVEL GUNNAR/SYMONDS	\$ 449.18	pwfacc
245034	2/5/2019	C23388/1	ACE HARDWARE	ACE HARDWARE BOAT RAMP KEY	\$ 2.70	plancc
245036	2/5/2019	C23159/1	ACE HARDWARE	EFFLUENT PUMPS FREEZE PROTECTION	\$ 146.43	wwtpcc
245037	2/5/2019	C23406/1	ACE HARDWARE	EXTENSION CORDS	\$ 95.45	wwtpcc

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244994	2/5/2019	111-3769114-4129811	AMAZON.COM SERVICES, INC	SURFACE PEN AND DOCK	\$ 302.68	infosyscc
245038	2/5/2019	111-6624295-2144263	AMAZON.COM SERVICES, INC	PHONE CASE	\$ 14.09	infosyscc
245024	2/5/2019	3186928769999477	ASSOCIATION OF WASHINGTON	AWC ONLINE POSTING, LIBRARIAN	\$ 50.00	hrcc
245105	2/5/2019	106406	CASCADE BICYCLE CLUB	WASHINGTON BIKE SUMMITT REGISTRATION JUSTIN SYMONDS	\$ 250.00	pwfacc
245030	2/5/2019	2007034741408	DELL MARKETING LP	COMPUTERS - DELL LATITUDE 5590	\$ 3,357.08	infosyscc
245095	2/5/2019	7410564905683	DELTA AIRLINES	FLIGHT DELTA LAS VEGAS	\$ 307.61	financecc
245039	2/5/2019	459747	FIREFIGHTERS BOOKSTORE	2 PUMP & AERIAL DRIVER/OPERATOR MANUALS	\$ 141.50	afdcc
245028	2/5/2019	H33840	FRONTIER BUILDING SUPPLY	MAINTENANCE EXPENSE	\$ 20.59	museumcc
245033	2/5/2019	H33635	FRONTIER BUILDING SUPPLY	TREATED LUMBER/ALUM QUICK CAP	\$ 57.23	parksc
246239	2/5/2019	38724960	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 113.14	publib
246240	2/5/2019	38724961	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 568.30	publib
245097	2/5/2019	980-3-1665-894742-19	OFFICE DEPOT, INC.	PACKING TAPE	\$ 47.83	wtpcc
245032	2/5/2019	2019-511	PWW MEDIA	AMBULANCE BILLING CONFERENCE	\$ 1,100.00	financecc
245026	2/5/2019	D70744	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 180.75	pwfacc
245027	2/5/2019	D70745	SEBO'S DO-IT CENTER	PARK USE ITEMS	\$ 68.54	parksc
246347	2/5/2019	91327	VECA ELECTRIC & TECHNOLOGIES	DATA AND ELECTRICAL WORK @ LIBRARY	\$ 781.20	pwfac
245103	2/5/2019	278973	VILLAGE BOOKS	YS BOOKS	\$ 130.32	libcc
245093	2/6/2019	114-2279782-2055416	AMAZON.COM SERVICES, INC	WHIRL-PAK BAGS	\$ 98.67	wwtpcc
245099	2/6/2019	112-1887508-2249022	AMAZON.COM SERVICES, INC	INVESTIGATIONS; PORTABLE CHARGER AND FARADAY BAGS	\$ 122.17	apdcc
245100	2/6/2019	111-5645192-8552261	AMAZON.COM SERVICES, INC	PHONE CASES	\$ 21.65	infosyscc
245098	2/6/2019	662 6 180 613	COSTCO WHOLESALE CORPORATION	APD COFFEE KCUPS	\$ 127.96	apdcc
245252	2/6/2019	79795412	EVERGREEN SAFETY COUNCIL	FLAGGER CLASS REGISTRATION - STEVE PHILLIPS	\$ 77.00	parksc
245228	2/6/2019	045677	HANDY'S HEATING, INC	CEMETARY HEATER REPAIR	\$ 87.40	pwfacc
245237	2/6/2019	8563 56 87868	HOME DEPOT	FACILITY USE ITEMS	\$ 154.55	pwfacc
245031	2/6/2019	888705	INTERNATIONAL SOCIETY OF	CEU FOR CERTIFIED ARBORIST	\$ 29.85	parksc
245258	2/6/2019	161433	NAPA	LED BULBS #222	\$ 30.36	shopcc
245091	2/6/2019	1338-6587	NATIONAL COUNCIL ON AGING, INC	AGING MASTERY PROGRAM - ASAC	\$ 3,500.00	financecc
245101	2/6/2019	16173	PHENIX TECHNOLOGY	REPLACEMENT LIEUTENANT HELMET	\$ 312.00	afdcc
245089	2/6/2019	D70997	SEBO'S DO-IT CENTER	PARK ITEMS	\$ 39.32	pwfacc
245090	2/6/2019	D71102	SEBO'S DO-IT CENTER	PARKS ITEMS	\$ 7.96	pwfacc
245096	2/6/2019	D71411	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 19.62	pwfacc
245104	2/6/2019	D71193	SEBO'S DO-IT CENTER	FASTENERS	\$ 2.66	parksc

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245106	2/6/2019	D71195	SEBO'S DO-IT CENTER	BREAKROOM SINK REPAIR	\$ 4.88	wwtpcc
245107	2/6/2019	D71005	SEBO'S DO-IT CENTER	TORCH KIT	\$ 19.13	shopcc
245108	2/6/2019	D71216	SEBO'S DO-IT CENTER	FOAM MOUNTING SQUARES	\$ 4.11	afdcc
245109	2/6/2019	D71127	SEBO'S DO-IT CENTER	BALL VALVE, BATTERY, BIT	\$ 35.58	shopcc
245234	2/6/2019	I-190206-12	SOUND CEDAR CO	CEDAR RAILS / POSTS GUARDRAIL REPAIRS	\$ 91.85	shopcc
245300	2/6/2019	2411	WEST MARINE PRODUCTS, INC	WASHINGTON PARK DOCK REPAIR SUPPLIES	\$ 41.24	parksc
245092	2/6/2019	1315625	YSI INCORPORATED (XYLEM)	SENSOR CAP KIT	\$ 257.19	wwtpcc
245273	2/7/2019	1493306-71100286	ACCIS	ACCIS MEMBERSHIP - IT	\$ 75.00	infosys
245238	2/7/2019	C24199/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 62.92	pwfacc
245239	2/7/2019	C24212/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 13.01	pwfacc
245230	2/7/2019	113-7407403-5199439	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - PLANNING	\$ 50.98	financecc
245246	2/7/2019	111-6698991-9397059	AMAZON.COM SERVICES, INC	PHONE CASES	\$ 36.54	infosyscc
245249	2/7/2019	111-1214663-4563417	AMAZON.COM SERVICES, INC	TRASH BIN	\$ 54.05	shopcc
245254	2/7/2019	114-7295671-8514619	AMAZON.COM SERVICES, INC	SURGICAL CLIPPERS & ACCESSORIES	\$ 607.56	afdcc
245266	2/7/2019	112-5381602-1533031	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 13.01	libcc
246342	2/7/2019	251663	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 495.11	pwfac
246339	2/7/2019	88189	BLYTHE PLUMBING & HEATING, INC	ASAC HEATING REPAIR	\$ 164.11	pwfac
245253	2/7/2019	73806047	EVERGREEN SAFETY COUNCIL	FLAGGER CLASS - NICHOLA MITCHELL	\$ 77.00	parksc
245235	2/7/2019	Forestry	FORESTRY SUPPLIERS INC	COMPASS FOR SURVEYING PROPERTY LINES-ACFL	\$ 52.31	parksc
245381	2/7/2019	19812722	LITTLE CREEK CASINO RESORT	K9 HANDLER TRAINING HOTEL STAY; OFC HATCHER (WEEK 2)	\$ 413.60	apdcc
245242	2/7/2019	980-3-1920-903948-19	OFFICE DEPOT, INC.	BATTERIES	\$ 16.29	wtpcc
245244	2/7/2019	83592	PORT OF ANACORTES	BOAT FUEL	\$ 98.72	wdistcc
245240	2/7/2019	D71487	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 15.45	pwfacc
245260	2/7/2019	D71921	SEBO'S DO-IT CENTER	P&R ITEMS	\$ 37.92	parksc
245268	2/7/2019	1140461	TOOLTOPIA	WORKBOOTS - TB	\$ 146.72	afdcc
245267	2/7/2019	0000037920	WESTERN SYSTEMS, INC.	PUSHBUTTON SIGNS & MATERIALS	\$ 544.85	shopcc
245256	2/7/2019	E1815671	WITMER PUBLIC SAFETY GROUP INC	WORKBOOTS - RF	\$ 297.48	afdcc
245236	2/7/2019	6616883	ZORO TOOLS, INC	HARNESSES	\$ 105.20	wwtpcc
245261	2/7/2019	6616097	ZORO TOOLS, INC	COIL KIT	\$ 182.57	wwtpcc
245233	2/8/2019	114-3712904-0789821	AMAZON.COM SERVICES, INC	LAB NOTEBOOK	\$ 33.62	wwtpcc
245941	2/8/2019	1420-V11	BLYTHE PLUMBING & HEATING, INC	WTP HVAC PREVENTATIVE MAINTENANCE-NOVEMBER 2018	\$ 2,486.82	dwt

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245232	2/8/2019	1764148	COLE-PARMER INSTRUMENT CO.	DEEP WATER PROBE	\$ 129.89	wwtpcc
245501	2/8/2019	6002037319	ENDRESS + HAUSER, INC	PRESSURE TRANSMITTER X 2	\$ 3,413.13	dwtpp
245251	2/8/2019	INV-11733	IMAGE360	HYPO SIGN	\$ 77.61	wtpcc
245259	2/8/2019	161579	NAPA	ENGINE COOLING #510	\$ 59.66	shopcc
245229	2/8/2019	001-425328	PISTON SERVICE OF ANACORTES	REPLACEMENT WIPER BLADES MED 14	\$ 9.24	afdcc
245248	2/8/2019	001-425286	PISTON SERVICE OF ANACORTES	ICE MELT	\$ 15.93	afdcc
246227	2/8/2019	210694	SEAWESTERN, INC.	1 SET OF PPE	\$ 2,362.42	medic
245264	2/8/2019	138	THE STORE	OFFSITE MEETING	\$ 37.00	financecc
245262	2/8/2019	6624238	ZORO TOOLS, INC	CENTRIFUGAL PUMP	\$ 821.88	wwtpcc
245247	2/9/2019	111-1378791-1819417	AMAZON.COM SERVICES, INC	PHONE CASES	\$ 133.28	medic
245269	2/9/2019	111-3976182-8093863	AMAZON.COM SERVICES, INC	GLOVE/BOOT DRYERS FOR 29-2 & 29-3	\$ 260.36	afdcc
245245	2/9/2019	B56395	COASTAL FARM &	RAIN BOOTS- WATER DEPT	\$ 122.29	wdistcc
245257	2/9/2019	12319108	GALLS, LLC.	WORKBOOTS - RF	\$ 210.89	afdcc
245243	2/9/2019	188715	GREEN RIVER COMMUNITY COLLEGE	WTP OPERATOR EXAM REVIEW CLASS CRYSTAL S	\$ 315.00	wtpcc
245255	2/9/2019	D72570	SEBO'S DO-IT CENTER	PIPE CABLE AND PIPE WRAP	\$ 47.83	pwfacc
245250	2/10/2019	113-5575954-3741842	AMAZON.COM SERVICES, INC	2" INSERT MOUNT TRAILER HITCHES	\$ 325.47	shopcc
245263	2/10/2019	114-3134569-3095442	AMAZON.COM SERVICES, INC	FILTER ELEMENT CHANGE KIT	\$ 114.36	wwtpcc
245265	2/10/2019	112-9969991-3923407	AMAZON.COM SERVICES, INC	UNIFORM FLEECE - S	\$ 16.54	afdcc
245325	2/10/2019	1204371994	NEWEGG BUSINESS, INC.	IT USE ITEMS	\$ 214.50	infosyscc
245328	2/11/2019	C26186/1	ACE HARDWARE	RAIN JACKET W/ SAFETY TAPE-ACFL	\$ 86.79	parksc
245333	2/11/2019	C25838/1	ACE HARDWARE	INSULATION AND HEAT WRAP	\$ 61.50	wwtpcc
245336	2/11/2019	C26184/1	ACE HARDWARE	REFLECTIVE INSULATION	\$ 32.54	wwtpcc
245338	2/11/2019	C25869/1	ACE HARDWARE	PAINT/BRUSHES FOR SAILBOATS	\$ 18.43	parksc
245339	2/11/2019	C26187/1	ACE HARDWARE	LUBRICANT	\$ 7.80	parksc
245327	2/11/2019	114-6227677-3777840	AMAZON.COM SERVICES, INC	NITRILE GLOVES XXL	\$ 173.92	wwtpcc
245335	2/11/2019	112-7443812-4707453	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 258.67	libcc
245331	2/11/2019	S012724269.001	KELLER SUPPLY COMPANY	SHOP SUPPLIES	\$ 721.27	wdistcc
245370	2/11/2019	027005	LOU'S GLOVES, INC	NITRILE GLOVES INC	\$ 231.00	wwtpcc
245332	2/11/2019	27919259	LOWE'S BUSINESS ACCOUNT/GEMB	CABLE TIES	\$ 29.87	shopcc
245330	2/11/2019	032119	NW WA SUBSECTION PNWS-AWWA	ASBESTOS CEMENT PIPE WORK CLASS NICK JOE ZACK	\$ 285.00	wtpcc
246110	2/11/2019	001-425427	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS - 2901	\$ 12.02	medic
245324	2/11/2019	D73601	SEBO'S DO-IT CENTER	LUBRICANT/BATTERY/THERMOST-CEMETERY	\$ 41.05	parksc

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245329	2/11/2019	D73687	SEBO'S DO-IT CENTER	HOSE BIBBS/PIPE WRENCH - WP	\$ 82.67	parksc
245334	2/11/2019	D73426	SEBO'S DO-IT CENTER	HEATING TAPE	\$ 45.56	wwtpcc
245369	2/12/2019	ACCISCervantes	ACCIS	ACCES CONFERENCE CERVANTES	\$ 425.00	infosyscc
245373	2/12/2019	ACCISArceo	ACCIS	ACCIS SPRING CONFERENCE - ARCEO	\$ 425.00	infosyscc
245376	2/12/2019	C26475/1	ACE HARDWARE	CORNER BRACE	\$ 21.68	wwtpcc
245337	2/12/2019	111-1804434-0642629	AMAZON.COM SERVICES, INC	SLINGS, TOOLS, PUMP KIT	\$ 1,123.52	pwfacc
245372	2/12/2019	112-0846596-9925049	AMAZON.COM SERVICES, INC	WORKBOOTS - RD	\$ 216.95	afdcc
245380	2/12/2019	114-7593062-8480204	AMAZON.COM SERVICES, INC	PAPER TOWELS	\$ 111.44	wwtpcc
245421	2/12/2019	4567936	ANACORTES CHAMBER OF COMMERCE	CHAMBER LUNCH	\$ 18.00	financecc
246337	2/12/2019	2007034828908	DELL MARKETING LP	COMPUTER	\$ 4,016.15	infosyscc
245414	2/12/2019	WAANA112107	FASTENAL COMPANY	SUPPLIES FOR #613 & WATER DEPT	\$ 177.46	shopcc
245377	2/12/2019	089732	HARBOR FREIGHT TOOLS	RATCHET TIE'S	\$ 32.58	pwfacc
245602	2/12/2019	20095966	LITTLE CREEK CASINO RESORT	HOTEL STAY DEPOSIT - WEEKED ADDED DUE TO WEATHER- K9 HANDLER OFC HATCHER	\$ 103.40	apdcc
245603	2/12/2019	19812724	LITTLE CREEK CASINO RESORT	HOTEL STAY K9 HANDLER TRAINING; OFC HATCHER (WEEK 3)	\$ 206.80	apdcc
245374	2/12/2019	D74065	SEBO'S DO-IT CENTER	TUBING	\$ 64.77	wwtpcc
245375	2/12/2019	D74178	SEBO'S DO-IT CENTER	HAMMRD SPRAY PAINT	\$ 35.77	wdistcc
245378	2/12/2019	299873	SMILEY'S INC	D RINGS	\$ 50.13	pwfacc
245371	2/12/2019	5403640176	UNITED STATES POSTAL SERVICE	POSTAGE FOR PASSPORT APPLICATIONS	\$ 13.00	libcc
245417	2/12/2019	158546	US BANK	LODGING - GUNNAR	\$ 227.82	pwfacc
245418	2/12/2019	158545	US BANK	LODGING - SYMONDS	\$ 227.82	pwfacc
245379	2/12/2019	6637296	ZORO TOOLS, INC	CENTRIFUGAL PUMP	\$ 821.88	wwtpcc
245415	2/13/2019	111-7197557-4036240	AMAZON.COM SERVICES, INC	OIL BASED PAINT MARKERS	\$ 29.28	pwfacc
245422	2/13/2019	114-4388244-3748240	AMAZON.COM SERVICES, INC	REPLACEMENT CHARGER - LAPTOP 29-3	\$ 28.20	afdcc
245423	2/13/2019	114-6541367-6131441	AMAZON.COM SERVICES, INC	TRASH BAGS, DISH SOAP, TISSUES	\$ 99.73	wwtpcc
246131	2/13/2019	1991111547	ARAMARK	STATION 3 MAT SERVICE: 2/13	\$ 21.70	medic
245410	2/13/2019	BBY01-805609806806	BEST BUY	LED TV	\$ 1,410.49	infosyscc
245419	2/13/2019	H35060	FRONTIER BUILDING SUPPLY	SNOW & ICE MELT	\$ 5.91	parksc
246216	2/13/2019	007J9013	HARRINGTON INDUSTRIAL	CHEM PROLINE PARTS	\$ 686.11	dwt
245424	2/13/2019	451590	MY TAILOR	PATCHES ON CLASS B UNIFORMS	\$ 27.00	afdcc
245472	2/13/2019	593 6 76 4291	SAFEBAY INC	DADDY DAUGHTER DANCE SUPPLIES	\$ 84.00	parksc
246230	2/13/2019	210721	SEAWESTERN, INC.	CAIRNS 660 HELMET	\$ 270.38	medic
245416	2/13/2019	D74622	SEBO'S DO-IT CENTER	WHITE PAINT/LINER	\$ 35.31	parksc

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245411	2/13/2019	37632371	WASHINGTON STATE UNIVERSITY	MUNICON REGISTRATION - HENNEBERT	\$ 75.00	pwfacc
245412	2/14/2019	112-4701967-4561826	AMAZON.COM SERVICES, INC	K9 T-BONE FOOD	\$ 56.42	apdcc
245420	2/14/2019	114-6971960-3141807	AMAZON.COM SERVICES, INC	LIGHT BULBS	\$ 10.86	wwtpcc
245465	2/14/2019	113-3290072-4719427	AMAZON.COM SERVICES, INC	CABLES AND KEYBOARD	\$ 164.87	infosyscc
245470	2/14/2019	113-8920047-7752200	AMAZON.COM SERVICES, INC	WORKBOOTS - JW	\$ 162.70	afdcc
245471	2/14/2019	111-6350758-2481037	AMAZON.COM SERVICES, INC	MILWAUKEE ANNULAR CUTTER	\$ 41.22	pwfacc
246127	2/14/2019	1991113555	ARAMARK	STATION 2 MAT SERVICE: 2/14	\$ 21.70	medic
246133	2/14/2019	1991113556	ARAMARK	STATION 1 MAT SERVICE: 2/14	\$ 21.70	medic
246340	2/14/2019	250329A	BAY CITY SUPPLY	DOME LID FOR PARKS	\$ 105.19	pwfacc
246343	2/14/2019	251663A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 228.95	pwfacc
246357	2/14/2019	0188-499045	CONSOLIDATED ELECTRICAL	CAN LIGHTS FOR OPERATIONS REMODEL	\$ 46.71	pwfacc
245469	2/14/2019	H35279	FRONTIER BUILDING SUPPLY	ICE MELTER	\$ 77.01	parksc
245466	2/14/2019	0195739-IN	NURNBERG SCIENTIFIC	CHLORINE TOTAL DPD	\$ 212.10	wwtpcc
245467	2/14/2019	0195688-IN	NURNBERG SCIENTIFIC	PETRI DISHES, FILTERS AND BROTH	\$ 1,418.24	wwtpcc
245595	2/14/2019	593 7 349 3381	SAFeway INC	LAUNDRY DETERGENT	\$ 21.69	afdcc
245464	2/14/2019	D74746	SEBO'S DO-IT CENTER	MAINTENANCE	\$ 19.51	museumcc
245468	2/14/2019	D74979	SEBO'S DO-IT CENTER	SOFTENER SALT	\$ 30.34	parksc
245473	2/14/2019	D74897	SEBO'S DO-IT CENTER	TOOLS	\$ 29.27	parksc
245474	2/14/2019	D74763	SEBO'S DO-IT CENTER	ICE MELT	\$ 57.35	wwtpcc
245475	2/14/2019	D74767	SEBO'S DO-IT CENTER	STAND AND SPRAY	\$ 29.28	wwtpcc
245477	2/14/2019	1/A-206727	SUBWAY NORTHWEST INC	SNOW & ICE SUPPLIES	\$ 48.67	shopcc
246197	2/14/2019	S20183203	SUPERIOR SYSTEMS, INC	MATERIALS FOR REPAIRING DROP BOX	\$ 2,868.83	dshop
245597	2/14/2019	265579	VILLAGE BOOKS	BOOKS YS	\$ 10.84	libcc
245476	2/15/2019	112-8293953-6125005	AMAZON.COM SERVICES, INC	UNIFORM FLEECE	\$ 28.07	afdcc
245589	2/15/2019	114-8464680-5974613	AMAZON.COM SERVICES, INC	AMMONIA STANDARD SOLUTION	\$ 49.76	wwtpcc
245598	2/15/2019	113-3638113-6096232	AMAZON.COM SERVICES, INC	OUTLET PORT- SHOP	\$ 224.28	shopcc
245599	2/15/2019	SI328456	AMERICAN REGISTRY FOR	INITIAL FEE FOR AUTONOMOUS SYSTEM NUMBER	\$ 550.00	fiber
246032	2/15/2019	MVCS0297812	N C MACHINERY COMPANY	CUTTING EDGE- VEH #414	\$ 335.49	dshop
245588	2/15/2019	0195769-IN	NURNBERG SCIENTIFIC	MFC BROTH	\$ 104.81	wwtpcc
245594	2/15/2019	0195770-IN	NURNBERG SCIENTIFIC	PH ELECTRODE, ELECTRODE STORAGE SOLUTION	\$ 552.83	wtpcc
245591	2/15/2019	000001809	PIONEER ATHLETICS	GROUND MARKERS	\$ 59.52	parksc
246208	2/15/2019	210760	SEAWESTERN, INC.	8 SETS PPE	\$ 19,006.12	medic

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245590	2/15/2019	D75199	SEBO'S DO-IT CENTER	FASTENERS- SNOW PLOW	\$ 12.23	shopcc
245593	2/15/2019	D75392	SEBO'S DO-IT CENTER	CHAIN/20" BAR/CLOCK	\$ 97.93	parksc
245584	2/15/2019	22704	THE CANDLEWOOD SUITES	LODGING- WATER DIST MANAGER 3 4 CERT EXAM PREP	\$ 435.45	wdistcc
245583	2/15/2019	037149	THE STORE	BROADBAND INTERVIEW LUNCHES	\$ 51.27	hrcc
245586	2/15/2019	408433	YEAGERS SPORTING GOODS	WORKBOOTS - BROWN	\$ 184.78	afdcc
245580	2/16/2019	C27704/1	ACE HARDWARE	FASTENERS	\$ 1.22	wwtpcc
245592	2/16/2019	10289155	JON - DON	GRANDI GROOMER HEAD AND STICKS	\$ 151.04	parksc
245636	2/16/2019	02262019	MAKE NORTHWEST	YEARLY WEB ADDRESS FEE	\$ 233.50	pwfacc
245596	2/16/2019	1216343	RITE AID	LAUNDRY BLEACH	\$ 5.41	afdcc
245581	2/16/2019	593 54 41 8854	SAFEWAY INC	LAUNDRY DETERGENT	\$ 17.35	wwtpcc
245582	2/16/2019	D76262	SEBO'S DO-IT CENTER	FASTENERS	\$ 2.04	wwtpcc
245601	2/17/2019	114-0841791-3181840	AMAZON.COM SERVICES, INC	FIRE SENSOR	\$ 214.24	wwtpcc
245604	2/17/2019	98760	TRACTOR SUPPLY CO	K9 T-BONE NEW HOME SUPPLIES	\$ 104.33	apdcc
245549	2/18/2019	114-2339227-9711420	AMAZON.COM SERVICES, INC	CARBOY	\$ 60.96	wwtpcc
245600	2/18/2019	111-1702768-3480248	AMAZON.COM SERVICES, INC	HOSE REMOVAL HOOK SET	\$ 11.92	pwfacc
245638	2/18/2019	7762394	CONSOLIDATED PLASTICS CO INC	CARNEGIE SUPPLIES	\$ 90.65	museumcc
245548	2/18/2019	2007034857261	DELL MARKETING LP	PRECISION 5720 COMPUTER	\$ 8,895.02	infosyscc
246206	2/18/2019	1472	GCR TIRES & SERVICES	TIRES- #170	\$ 2,480.24	dshop
246209	2/18/2019	1471	GCR TIRES & SERVICES	TIRES- #219	\$ 747.81	dshop
246237	2/18/2019	38904613	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 249.88	publib
246238	2/18/2019	38904612	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 119.04	publib
246241	2/18/2019	38904614	INGRAM LIBRARY SERVICES, LLC	BOOKS - JUVENILE	\$ 12.35	publib
245585	2/18/2019	E06007L60G	MICROSOFT CORPORATION	AZURE GOVERNMENT PAY-AS-YOU-GO	\$ 471.86	infosyscc
245550	2/18/2019	451871	MY TAILOR	PATCHES ON CLASS B UNIFORMS	\$ 45.00	afdcc
245551	2/18/2019	D76971	SEBO'S DO-IT CENTER	PROPANE - 29-2	\$ 10.69	afdcc
245626	2/19/2019	C28795/1	ACE HARDWARE	GLOVES	\$ 8.78	parksc
245635	2/19/2019	111-0256092-6242660	AMAZON.COM SERVICES, INC	WORKBOOTS - Q	\$ 158.40	afdcc
246040	2/19/2019	904498272	BSN SPORTS, LLC	MACGREGOR SLOW PITCH SOFTBALLS	\$ 479.56	pkrec
245627	2/19/2019	83705	CAP SANTE MARINE LTD	GASOLINE-SAILING PROGRAM	\$ 10.76	parksc
245624	2/19/2019	0188-499157	CONSOLIDATED ELECTRICAL	WA PARK ITEMS	\$ 38.93	pwfacc
245632	2/19/2019	774387815451	FEDEX	WATER SAMPLE SHIPMENT TO ESPRI	\$ 387.79	wtpcc
245652	2/19/2019	630097	HASA, INC	SODIUM HYPOCHLORITE	\$ 5,268.80	dwtpp
245945	2/19/2019	10577	HOW IT WORKS, INC	2019 BUDGET A-TOWN PUBLICATION	\$ 7,105.67	admin
245625	2/19/2019	0195871-IN	NURNBERG SCIENTIFIC	FILTERS	\$ 101.52	wwtpcc
245631	2/19/2019	0195877-IN	NURNBERG SCIENTIFIC	PH METER, CASE	\$ 755.85	wtpcc

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245623	2/19/2019	32768372	PHILIPS HEALTHCARE	HEALTH-PHILIPS LIFELINE - MEAD	\$ 55.12	hrcc
245693	2/19/2019	001-426059	PISTON SERVICE OF ANACORTES	PARK REPAIRS	\$ 22.08	parksgcc
246309	2/19/2019	17970	SEASIDE AUTO BODY	REPAIR BOX DAMAGE- VEH #205	\$ 817.66	dshop
245628	2/19/2019	D77257	SEBO'S DO-IT CENTER	COAT HOOK	\$ 26.00	parksgcc
245637	2/19/2019	D77186	SEBO'S DO-IT CENTER	FASTENERS, WIRE BRUSH, CLEANER	\$ 31.31	shopcc
245629	2/19/2019	00000002	THE STORE	LUNCH AND SNACKS FOR ACCREDITATION ASSESSORS	\$ 57.17	apdcc
245633	2/19/2019	2058	WASHINGTON ASSOCIATION OF	WAPRO SPRING 2019 CONF; RECORDS SVC MNGR INGRAM	\$ 175.00	apdcc
245634	2/19/2019	2017239	ZOLL MEDICAL CORPORATION	2 REPLACEMENT CHARGING CABLES	\$ 243.04	afdcc
245689	2/20/2019	C28797/1	ACE HARDWARE	OPS TV PARTS	\$ 32.55	pwfacc
245697	2/20/2019	112-2304253-8064267	AMAZON.COM SERVICES, INC	RADIO EARPICCE CONNECTORS	\$ 100.14	apdcc
245698	2/20/2019	112-3055607-2221849	AMAZON.COM SERVICES, INC	PROTECTIVE CASES FOR NIGHTVISION/OPTICS GEAR	\$ 186.33	apdcc
245703	2/20/2019	111-1051806-3476263	AMAZON.COM SERVICES, INC	FIREGROUND STRATEGIES TEXTBOOK	\$ 106.11	afdcc
245694	2/20/2019	WAANA112361	FASTENAL COMPANY	DANIELS BACKSTOP SUPPLIES	\$ 27.54	parksgcc
245696	2/20/2019	WAANA112360	FASTENAL COMPANY	DANIELS BACKSTOP REPAIRS - VOLUNTEER PK	\$ 125.34	parksgcc
245695	2/20/2019	H36393	FRONTIER BUILDING SUPPLY	SHORT LAG SHIELDS	\$ 64.45	parksgcc
245701	2/20/2019	995	LAND SURVEYORS ASSN OF WA	ANNUAL LSAW MEMBERSHIP DUES	\$ 230.00	pwfacc
245787	2/20/2019	001-426126	PISTON SERVICE OF ANACORTES	2 GAL GAS CAN	\$ 14.18	wdistcc
245789	2/20/2019	593 51 39 8851	SAFEWAY INC	DADDY DAUGHTER DANCE SUPPLIES	\$ 23.97	parksgcc
245690	2/20/2019	D77828	SEBO'S DO-IT CENTER	VOLUNTEER PARK SUPPLIES	\$ 32.95	parksgcc
245691	2/20/2019	846260	SEBO'S DO-IT CENTER	CAR KEY FOB BATTERY; CAPT FLOYD	\$ 5.41	apdcc
245692	2/20/2019	D77965	SEBO'S DO-IT CENTER	EXTRA KEYS FOR WHITE TRUCK	\$ 6.48	afdcc
245702	2/20/2019	D77941	SEBO'S DO-IT CENTER	IRRIGATION REPAIRS-VOLUNTEER PK	\$ 1.79	parksgcc
245704	2/20/2019	D77842	SEBO'S DO-IT CENTER	FUEL FILLER CAP	\$ 7.58	afdcc
245791	2/20/2019	227539	STICKER GIANT	PUB-ED STICKERS FOR STATION TOURS	\$ 305.06	afdcc
246030	2/20/2019	18281	VALLEY ATHLETICS	TRIPLE PLAY RED INFIELD CONDITIONER	\$ 2,875.25	parks
245700	2/20/2019	6441 4836 6885 8683	WALMART	VINEGAR	\$ 10.56	wtpcc
245781	2/20/2019	1136252	WLA	MEMBERSHIP RENEWAL THROUGH 2/19/2020	\$ 60.00	libcc
245784	2/21/2019	114-3312004-5889837	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 122.41	libcc
245785	2/21/2019	114-3006741-6032216	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 12.66	libcc
245786	2/21/2019	114-7020277-3252269	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 8.13	libcc

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245793	2/21/2019	112-9088127-0245042	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 292.86	libcc
245794	2/21/2019	112-6691919-5654635	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 130.17	libcc
246341	2/21/2019	252337	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 53.92	pwfac
245907	2/21/2019	800952	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 122.59	libcc
245790	2/21/2019	662 13 66 10	COSTCO WHOLESALE CORPORATION	COOKIES/CUPS FOR DADDY DAUGHTER DANCE	\$ 169.51	parksc
246128	2/21/2019	27116	DAHL ELECTRIC, INC	INTAKE PUMP WIRING WORK	\$ 3,608.46	dwt
245775	2/21/2019	WAANA112368	FASTENAL COMPANY	SNOW SHOVELS	\$ 73.30	parksc
245646	2/21/2019	0742601	FERGUSON ENTERPRISES, INC	WATER INVENTORY	\$ 7,095.60	wdist
246139	2/21/2019	43517	FIDALGO CLEANING	CLEANING	\$ 100.00	museum
245779	2/21/2019	H36877	FRONTIER BUILDING SUPPLY	TEMPORARY GRADE PAINT FOR PROJECT	\$ 35.38	pwfacc
245877	2/21/2019	8561 02 91542	HOME DEPOT	WA PARK REPAIR ITEMS	\$ 9.24	parksc
245909	2/21/2019	20095966	LITTLE CREEK CASINO RESORT	TRAINING HOTEL STAY; K9 HANDLER HATCHER (WEEK 4)	\$ 206.80	apdcc
246027	2/21/2019	MV207499	MOTOR TRUCKS, INC	IGNITION SWITCH- VEH #601	\$ 75.23	dshop
246354	2/21/2019	277605395001	OFFICE DEPOT, INC.	COPY PAPER FOR THE ASAC	\$ 71.59	finance
245773	2/21/2019	70447	PELICAN BAY BOOKS	REFERENCE LIBRARY BOOK	\$ 5.85	museumcc
245774	2/21/2019	D78322	SEBO'S DO-IT CENTER	CAULK/SEALANT/PRY BAR-CEMETERY	\$ 38.98	parksc
245777	2/21/2019	D78218	SEBO'S DO-IT CENTER	GRINDING STONES	\$ 14.86	parksc
245780	2/21/2019	D78505	SEBO'S DO-IT CENTER	EDGER BLADE/CABLE TIE	\$ 26.77	parksc
245783	2/21/2019	D78221	SEBO'S DO-IT CENTER	1" CUP HOOKS	\$ 7.01	shopcc
245778	2/21/2019	SO106866	TACTICAL MEDICAL SOLUTIONS INC	PATROL SUPPLIES; INDIVIDUAL MEDICAL KITS WITH GAUZE	\$ 403.55	apdcc
245776	2/21/2019	190236	T-SHIRTS BY DESIGN	LOGO FOR SAFETY VESTS	\$ 21.70	parksc
245788	2/21/2019	39	US BANK	PARKING DURING TRAINING CLASS	\$ 10.00	legalcc
245782	2/21/2019	3081956-427622	WALMART	CHAIR	\$ 249.54	wtpcc
245878	2/22/2019	C30353/1	ACE HARDWARE	2 SMOKE DETECTORS	\$ 17.34	afdcc
245890	2/22/2019	C30048/1	ACE HARDWARE	HARDWARE STORES-ACE OF ANACORTES	\$ 19.51	plancc
245898	2/22/2019	C29941/1	ACE HARDWARE	GLOVES	\$ 8.78	parksc
245792	2/22/2019	113-4455826-9433010	AMAZON.COM SERVICES, INC	MOUSE - LIEUTENANT COMPUTER	\$ 20.58	afdcc
245889	2/22/2019	112-7888925-0053023	AMAZON.COM SERVICES, INC	CASES	\$ 120.28	wwtpcc
245931	2/22/2019	92582783	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,953.43	dwt
245883	2/22/2019	J06805	COASTAL FARM &	SAFETY WORK BOOTS	\$ 130.43	shopcc
245895	2/22/2019	L0050972769	DEPARTMENT OF LICENSING	LICENSING FEES- #388, 389, 390 & 865	\$ 108.25	shopcc
245884	2/22/2019	9389636	EWING IRRIGATION PRODUCTS, INC	TURFACE FOR BALLFIELD USE	\$ 448.02	parksc
245891	2/22/2019	H37066	FRONTIER BUILDING SUPPLY	HARDWARE STORES-FRONTIER BUILDING-	\$ 76.57	plancc

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245899	2/22/2019	083894	GUEMES ISLAND FERRY	TRUCK TO GUEMES - TRANSPORT FOR FERRY OUTAGE	\$ 12.00	afdcc
246026	2/22/2019	MV207577	MOTOR TRUCKS, INC	FILTER- VEH #601	\$ 61.19	dshop
245896	2/22/2019	2508	MUNICIPAL RESEARCH &	TRAINING CLASS - PURCHASING & PW CONTRACTING	\$ 125.00	legalcc
245882	2/22/2019	0196052-IN	NURNBERG SCIENTIFIC	MFC BROTH	\$ 196.39	wwtpcc
245888	2/22/2019	593 8 13 0219	SAFEWAY INC	BLEACH FOR DISINFECT STATION	\$ 4.00	apdcc
245901	2/22/2019	593 54 145 8854	SAFEWAY INC	DADDY DAUGHTER DANCE SUPPLIES	\$ 39.50	parksc
245902	2/22/2019	593 38 3 4910	SAFEWAY INC	DADDY DAUGHTER DANCE SUPPLIES	\$ 131.15	parksc
245887	2/22/2019	D79111	SEBO'S DO-IT CENTER	STORAGE BINS (LAUNDRY)	\$ 31.44	afdcc
245900	2/22/2019	D78726	SEBO'S DO-IT CENTER	KEY CUT & KEY RING	\$ 5.61	afdcc
245885	2/22/2019	355042	SKAGIT RIVER STEEL &	STEEL- WATER DEPT	\$ 230.81	wdistcc
246367	2/22/2019	1269816	SURETY PEST CONTROL	INSECTS AND RODENT SERVICE WA PARK	\$ 70.53	pwfac
245897	2/22/2019	129941	ZOLL MEDICAL CORPORATION	THERMAL PAPER (AED)	\$ 106.76	afdcc
245894	2/23/2019	C30489/1	ACE HARDWARE	FASTENERS AND TIE PLATES	\$ 15.86	wwtpcc
245892	2/23/2019	114-6937900-2869842	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 18.50	libcc
245893	2/23/2019	114-8191748-8027425	AMAZON.COM SERVICES, INC	BOOKS YS	\$ 103.59	libcc
245904	2/23/2019	111869354323 a	COSTCO WHOLESALE CORPORATION	OPERATING SUPPLIES	\$ 221.16	libcc
245905	2/23/2019	111869354323b	COSTCO WHOLESALE CORPORATION	OPERATING SUPPLIES	\$ 17.18	libcc
246033	2/23/2019	78460	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 1,174.38	dshop
245881	2/23/2019	21591702	NETWORK SOLUTIONS INC	DOMAIN	\$ 222.36	infosyscc
245903	2/23/2019	593 38 29 0421	SAFEWAY INC	BALLOONS FOR DADDY DAUGHTER DANCE	\$ 48.65	parksc
245879	2/23/2019	215	SMART FOODSERVICE	BREAKROOM SUPPLIES APD	\$ 5.98	financecc
245880	2/23/2019	570	SMART FOODSERVICE	BREAK ROOM SUPPLIES - CITY HALL	\$ 11.96	financecc
245876	2/23/2019	021717808745	THE WALL STREET JOURNAL	WSJ EXECUTIVE FEB THRU JULY	\$ 116.97	admincc
245906	2/24/2019	111-3079895-0630617	AMAZON.COM SERVICES, INC	MOUNTING TAPE, CORK BOARD	\$ 41.75	afdcc
245908	2/24/2019	112-6691919-5654635	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 431.98	libcc
246035	2/24/2019	19-002	SPLAB	LTAC CASCADIA POETRY FEST	\$ 400.00	plan
246022	2/25/2019	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 3/5-4/4/19	\$ 191.12	finance
246359	2/25/2019	309866	DEPT OF LABOR & INDUSTRIES	BOILER INSPECTION - LIBRARY	\$ 113.04	publib
246119	2/25/2019	21344	ECONOWASH LAUNDRY & DRY	LAUNDRY FOR FEBRUARY (ALL STATIONS)	\$ 822.43	medic
246147	2/25/2019	21343	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING (JAN - FEB 2019)	\$ 442.68	apd
245932	2/25/2019	7965	FUELCARE, INC.	2019 CLEANING OF WTP GENERATOR FUEL TANKS	\$ 4,862.97	dwtp
245947	2/25/2019	I5073838	HD FOWLER COMPANY INC	LOCATE MARKING PAINT	\$ 364.39	wdist
245981	2/25/2019	72255683	INTERSTATE BATTERIES	BATTERIES- #006 & #018	\$ 346.01	dshop

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246198	2/25/2019	54213	KROESENS UNIFORMS COMPANY	REPLACEMENT DIVISION CHIEF BADGE	\$ 76.17	medic
246199	2/25/2019	54216	KROESENS UNIFORMS COMPANY	ASSISTANT CHIEF CLASS A BADGE	\$ 124.99	medic
246201	2/25/2019	54209	KROESENS UNIFORMS COMPANY	2 ASSISTANT CHIEF CLASS B BADGES	\$ 151.36	medic
246219	2/25/2019	CD99041671	PCE PACIFIC INC	ROSEMOUNT PH/ORP SENSOR	\$ 907.44	dwtpt
246217	2/25/2019	102648	THE HOSE SHOP, INC	HSPS CL-17 DRAIN TUBING	\$ 13.30	dwtpt
246218	2/25/2019	114-8100865	UNITED SITE SERVICES, INC	INTAKE STATION PORTA-POTTI RENTAL	\$ 22.98	dwtpt
245937	2/25/2019	KT56374	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	\$ 3,356.68	dwtpt
246153	2/26/2019	WAANA112159	FASTENAL COMPANY	AA BATTERIES	\$ 16.49	medic
246146	2/26/2019	012069028	GALLS, LLC.	UNIFORM BOOT; OFC LIDDLE	\$ 119.34	apd
246135	2/26/2019	007J9323	HARRINGTON INDUSTRIAL	FLOWMETER X 2	\$ 179.72	dwtpt
245949	2/26/2019	903344670-101854332	NORTHERN SAFETY CO INC	UNCORDED EAR PLUGS	\$ 60.74	parks
246021	2/26/2019	001-426561	PISTON SERVICE OF ANACORTES	FILTER- VEH #420	\$ 11.14	dshop
246024	2/26/2019	001-426590	PISTON SERVICE OF ANACORTES	BATTERY- VEH #202	\$ 761.35	dshop
246031	2/26/2019	0237224-IN	SIRENNET.COM	LIGHTBAR- VEH #040A, #041A	\$ 4,126.00	dshop
246028	2/26/2019	1756702	WASHINGTON TRACTOR, INC	FUEL PUMP- #420	\$ 57.76	dshop
246140	2/27/2019	300-10053419	ALL BATTERY SALES & SERVICE	BATTERIES/CABLE TIES- SHOP	\$ 37.30	dshop
246143	2/27/2019	1991131990	ARAMARK	STATION 2 MAT SERVICE: 2/27	\$ 21.70	medic
246368	2/27/2019	S3689337.001	BUILDERS' HARDWARE & SUPPLY	LOCK FOR WTP	\$ 324.73	pwfac
246130	2/27/2019	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 1/30-2/27/19	\$ 4,255.05	dwtpt
246203	2/27/2019	WAANA112613	FASTENAL COMPANY	BATTERIES, HEADLAMPS	\$ 58.63	medic
246025	2/27/2019	812-1633	GCR TIRES & SERVICES	RETREAD TIRES- SHOP STOCK	\$ 1,120.30	dshop
246154	2/27/2019	19-0472	IMS ALLIANCE	PASSPORT NAMETAGS	\$ 109.04	medic
246116	2/27/2019	ReimbKennedy	KENNEDY, JOHN	REGISTRATION FOR "HANDS ACROSS THE BORDER (FIRE INVESTIGATION	\$ 25.00	medic
246023	2/27/2019	001-426650	PISTON SERVICE OF ANACORTES	BATTERY- VEH #142	\$ 121.47	dshop
246221	2/27/2019	U558941	PLATT ELECTRIC SUPPLY INC	HSPS CL-17 MATERIALS	\$ 267.50	dwtpt
246312	2/27/2019	220015149234	PUGET SOUND ENERGY INC	STREET LIGHTS: 8147 S MARCHS PT RD- 01/29-02/27/19	\$ 25.94	dshop
245983	2/27/2019	188736	REECE, STORMIE	CLEANING FEB 2019	\$ 572.00	parks
246243	2/27/2019	1151914	SKAGIT PUBLISHING LLC	PUBLISH SVH-1872755	\$ 96.72	finance
246364	2/27/2019	1207168	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$ 66.19	publib
246137	2/27/2019	331 0449686	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 59.49	dwtpt
246029	2/27/2019	1757310	WASHINGTON TRACTOR, INC	CARBURETOR- #420	\$ 242.95	dshop
246212	2/28/2019	Feb 28, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE ANACORTES	\$ 4,612.45	plan
246125	2/28/2019	1991134020	ARAMARK	APD NYLON MATS CLEANED	\$ 16.28	apd
246138	2/28/2019	1991134025	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 70.95	finance
246145	2/28/2019	1991134016	ARAMARK	STATION 2 MAT SERVICE: 2/28	\$ 21.70	medic
246148	2/28/2019	1991134017	ARAMARK	STATION 1 MAT SERVICE: 2/28	\$ 21.70	medic
246150	2/28/2019	1991134026	ARAMARK	OPS: MAT CLEANING- 02/28/19	\$ 33.05	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246344	2/28/2019	252820	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 919.00	pwfac
246020	2/28/2019	k134197	CORE & MAIN LP	COPPER TUBE	\$ 612.63	wdist
246120	2/28/2019	19-06705	EDGE ANALYTICAL, INC	BAC T ANALYSIS	\$ 15.00	dshop
246132	2/28/2019	19-06701	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
246038	2/28/2019	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 2/28-3/27/19	\$ 77.20	finance
246039	2/28/2019	360-293-3725-0501135	FRONTIER COMMUNICATIONS	DEPOT PHONE 2/28-3/27/19	\$ 67.61	parks
246121	2/28/2019	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 2/28-3/27/19	\$ 83.03	apd
246122	2/28/2019	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 2/28-3/27/19	\$ 300.44	apd
246123	2/28/2019	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINE 2/28-3/27/19	\$ 206.89	apd
246124	2/28/2019	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 2/28-3/27/19	\$ 70.39	apd
246200	2/28/2019	360-299-3675-021407-	FRONTIER COMMUNICATIONS	BACK UP PHONE LINE OPS 2/28-3/27/19	\$ 69.61	dshop
246204	2/28/2019	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3 PHONE, INTERNET, FAX - 2/28 - 3/27/19	\$ 79.76	medic
246358	2/28/2019	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 2/28 - 3/27/19	\$ 56.32	publib
246210	2/28/2019	812-1691	GCR TIRES & SERVICES	TIRE- #706	\$ 59.58	dshop
246215	2/28/2019	007J9394	HARRINGTON INDUSTRIAL	MATERIALS FOR CAUSTIC TANK FILL LINE	\$ 1,609.73	dwtpt
246315	2/28/2019	78867	LAKESIDE INDUSTRIES, INC.	ROCK 1 1/4 & 1 1/2	\$ 159.36	dshop
246318	2/28/2019	78866	LAKESIDE INDUSTRIES, INC.	5/8 AND 3/4 -0 ROCK	\$ 231.28	dshop
246311	2/28/2019	19-2275	LIFE TEK, INC	FIRST AID/CPR/BBP TRAINING	\$ 300.00	dwwtpt
246325	2/28/2019	0219	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - FEBRUARY 2019	\$ 375.00	hr
246327	2/28/2019	IN930542	NOANET	COS SERVICES FOR FIBER PROJECT - FEBRUARY 2019	\$ 150.00	hr
246108	2/28/2019	158256	OASYS INC	REPAIR HP PLOTTER	\$ 427.49	pw1
246151	2/28/2019	001-426761	PISTON SERVICE OF ANACORTES	CLAMP- VEH #179	\$ 21.38	dshop
246152	2/28/2019	001-426758	PISTON SERVICE OF ANACORTES	CLAMP- VEH #179	\$ 10.21	dshop
246366	2/28/2019	CL84428	REISNER DISTRIBUTOR INC	VEHICLE FUEL - FEBRUARY	\$ 15,772.69	finance
246113	2/28/2019	93368	SKAGIT RIVER STEEL &	METAL FOR WASH PARK DOCK REPAIRS	\$ 388.17	parks
246310	2/28/2019	INV00472864	SMARSH, INC	ARCHIVING PLATFORM 2/1-2/28/19	\$ 789.05	infosys
246202	2/28/2019	190299	T-SHIRTS BY DESIGN	LOGO EMBROIDERY ON UNIFORM	\$ 13.02	medic
246196	2/28/2019	9020121	UTILITIES UNDERGROUND LOCATION	LOCATE TICKETS FOR FEBRUARY	\$ 134.16	dshop
246226	2/28/2019	11219702	VANDERYACHT PROPANE, INC.	REFILL PROPANE TANK @ 29-3 ACCOMMODATION	\$ 112.86	medic
246329	2/28/2019	25917	WESTERN SYSTEMS REFUSE &	PIGTAIL CONDUCTOR	\$ 384.01	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246118	3/1/2019	B788739-4	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 1,085.54	pwfac
246114	3/1/2019	83120842	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$ 41.76	medic
246117	3/1/2019	DRDG.FX.60642969	DEPARTMENT OF HEALTH	DRUG DOG HANDLERS K9 REGISTRATION WITH DOH - RENEWAL	\$ 55.00	apd
246109	3/1/2019	2-553331-20	DIAMOND RENTALS, INC.	COMM GARDEN/CEM/TT TRAIL PORTABLE RESTROOMS	\$ 371.07	parks
246351	3/1/2019	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 3/1-3/31/19	\$ 1,069.82	finance
246301	3/1/2019	812-1724	GCR TIRES & SERVICES	WHEEL SWITCH- VEH #514	\$ 94.40	dshop
246304	3/1/2019	812-1725	GCR TIRES & SERVICES	WHEEL SWITCH- VEH #601	\$ 111.76	dshop
246305	3/1/2019	812-1723	GCR TIRES & SERVICES	WHEEL SWITCH- VEH #513	\$ 188.79	dshop
246111	3/1/2019	889937	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIDALGO CENTER 4/1-6/30/19	\$ 165.00	hr
246112	3/1/2019	891275	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - CITY HALL 4/1-6/30/19	\$ 165.00	finance
246126	3/1/2019	889935	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - APD (4/1/19-6/30/19)	\$ 165.00	apd
246129	3/1/2019	889940	GUARDIAN SECURITY SYSTEMS INC	FIRE ALARM SYSTEM SERVICE	\$ 96.00	dwtpt
246141	3/1/2019	889934	GUARDIAN SECURITY SYSTEMS INC	SECURITY - WT PRESTON	\$ 165.00	museum
246142	3/1/2019	889939	GUARDIAN SECURITY SYSTEMS INC	SECURITY CARNEGIE BUILDING	\$ 165.00	museum
246144	3/1/2019	889936	GUARDIAN SECURITY SYSTEMS INC	SECURITY - MARITIME HERITAGE CENTER	\$ 165.00	museum
246149	3/1/2019	889933	GUARDIAN SECURITY SYSTEMS INC	STORAGE/VIDEO FEED- SHOP (04/01- 06/30/19)	\$ 657.00	dshop
246205	3/1/2019	889932	GUARDIAN SECURITY SYSTEMS INC	2ND QTR ALARM MONITORING - 29-1	\$ 165.00	medic
246362	3/1/2019	889938	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - LIBRARY 4/1-6/30/19	\$ 165.00	publib
246314	3/1/2019	3-1-19	JETER, RUSSELL	FIRE STATION 3 TRAILER LEASE AGREEMENT - JAN. FEB. MARCH 2019	\$ 3,000.00	medic
246107	3/1/2019	3154	NW CLEANERS	LTAC HEART OF A RESTROOM MAINTENANCE	\$ 550.00	plan
246313	3/1/2019	0224897-IN	QUALITY CHAIN CORP	CHAINS- SHOP STOCK & #414	\$ 839.36	dshop
246156	3/1/2019	5056008721	RICOH USA, INC	S/N C86111493 COURT 12/1/18-2/28/19	\$ 98.25	finance
246157	3/1/2019	5056009124	RICOH USA, INC	S/N C86150637 CARNEGIE 12/1/18-2/28/19	\$ 181.58	museum
246158	3/1/2019	5056008857	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 2/1-2/28/19	\$ 26.63	apd
246159	3/1/2019	5056008529	RICOH USA, INC	S/N C86138600 APD HALLWAY (12/1/18-2/28/19)	\$ 49.26	apd
246242	3/1/2019	5056067880	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 12/1/18 - 2/28/19	\$ 122.12	publib
246302	3/1/2019	3004468220	THYSSENKRUPP ELEVATOR CORP	CITY HALL ELEVATOR 3/1-5/31/19	\$ 618.49	finance
246360	3/1/2019	3004468286	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR MAINTENANCE 3/1 - 5/31/19	\$ 618.49	publib
246346	3/1/2019	096247762	XEROX CORPORATION	CLRCUBE XNE-099723 1/21-2/21/19	\$ 246.39	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
246306	3/2/2019	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 3/9-4/8/19	\$ 183.12	finance
246220	3/2/2019	000099E018099	UNITED PARCEL SERVICE, INC	RETURN SHIPPING	\$ 9.26	medic
246308	3/4/2019	1991137908	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 72.00	dwwtp
246365	3/4/2019	736066	MILES, HEIKO	AIRPORT CAR PARKING 3 DAYS	\$ 32.97	finance
246223	3/4/2019	140356	NORTHSTAR CHEMICAL INC.	SODIUM BISULFITE 38% SOLUTION	\$ 1,584.32	dwwtp
246363	3/4/2019	3052	PUBLIC SECTOR PERSONNEL	LIBRARY CLASS & COMP STUDY	\$ 2,500.00	hr
246222	3/4/2019	211148	SEAWESTERN, INC.	HEADBAND LINER	\$ 55.17	medic
246225	3/4/2019	211166	SEAWESTERN, INC.	HAIX FIRE BOOTS	\$ 412.30	medic
246316	3/5/2019	90418	VECA ELECTRIC & TECHNOLOGIES	LIBRARY GENERATOR ELECTRICAL	\$ 55,259.05	hr

Total **\$297,492.16**



City Council Contract Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 5c

Subject: Contract Award - Emergency Management Services 19-015-IDS-001

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$50,000.00 to Richard Curtis to provide the duties required for Emergency Management Services as detailed in the City of Anacortes document entitled "Request for Statements of Qualifications for Emergency Management Services 19-015-IDS-001".

Background:

1. **History:** The 2019/2020 biennium budget includes funding to utilize a consultant to develop, implement and coordinate the City's emergency management program and training needs. The City requested Statements of Qualifications for a consultant to coordinate with the Mayor, Fire Chief and Police Chief on all aspects of the City's emergency management program and to oversee three disaster training drills for staff among other deliverables.
2. **Key Terms:**
 - Work will be performed on a time and materials basis not-to-exceed \$50,000.00.
 - The period of performance is through 12/31/19.
3. **Competitive Bidding:** This work is considered a Personal Service and as such the City issued a Request for Statement of Qualifications on 1/11/19. Two responses were received and evaluated by committee members Administrative Services Director Emily Schuh, Fire Department Chief David Oliveri, and Police Department Chief John Small. After interviewing both responders, the committee selected to award the contract to Richard Curtis.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-038-WTR-001 with Richard Curtis in the amount of \$50,000.00 to perform the Emergency Management Services.

Alternative Actions: Not award the contract

Attachments: Contract 19-015-IDS-001, RFQ 19-015-IDS-001

Contractor	Richard Curtis
Contract Amount	\$50,000.00
Earmarked Funds	\$50,000.00
BARS #	001.320.525.60.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/19



AGREEMENT 19-015-IDS-001

Between
THE CITY OF ANACORTES
AND
RICHARD CURTIS

Emergency Management Services

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform the duties required for Emergency Management Services as detailed in the City of Anacortes document entitled "REQUEST FOR STATEMENTS OF QUALIFICATIONS For Emergency Management Services 19-015-IDS-001" issued January 11, 2019, and which is hereby incorporated by reference and made a part hereof..

2. **Price and Payment Terms.** The services provided under this Agreement shall be performed on a time and materials basis not-to-exceed **Fifty Thousand Dollars (\$50,000.00)**.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2019.

4. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

5. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

7. Defense and Indemnity Agreement. The Consultant shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including attorney fees, arising out of or resulting from the alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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

8. General and Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

12. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

14. **Right to Terminate Agreement.**

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment

for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement 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 Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

C. Termination by Consultant: The Consultant may terminate its Agreement with the City if the Consultant is unable to carry out the terms of the Agreement. If the Consultant determines that it is not able to carry out the terms of the Agreement, it shall provide the City with not less than 30 days written notice so that the City may obtain another Consultant.

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

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

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

18. Disputes

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

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

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

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

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

19. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

20. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

24. **Notices.** Notices shall be sent to the following address:

CITY:

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

CONSULTANT:

Richard Curtis
211 Mansfield Ct
Anacortes, WA 98221

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

RICHARD CURTIS

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Date _____



CITY OF ANACORTES

REQUEST FOR STATEMENTS OF QUALIFICATIONS For Emergency Management Services 19-015-IDS-001

Deadline: 12:00pm, February 11, 2019

The City of Anacortes is currently seeking Statements of Qualifications from qualified professionals to provide Emergency Management services whose duties include planning, coordinating, developing and training for emergency preparedness, response, recovery, and mitigation functions; assisting in ensuring that departments have emergency response plans in place to protect public safety and provide for basic city services during disasters; assisting with identifying potential emergency conditions; assisting in organizing major strategies for coping with emergency situations; providing critical support in ensuring that response plans are coordinated between all departments, and with other jurisdictions.

The contract will be through December 31, 2019, with a possible opportunity for extension, and will not exceed \$50,000 per year.

SCOPE OF WORK:

The Consultant will be required to:

1. Plan, organize, direct and evaluate the City's emergency management program.
2. Work to ensure continuity of City government during emergency and or disaster conditions by conducting community vulnerability and risk/hazard assessments.
3. Review and update the City emergency operation plan and related plans and procedures.
4. Ensure plans conform with Federal and State requirements.
5. Coordinate with the Mayor, Fire Chief, and Police Chief for all aspects of the emergency management program.
6. Manage disaster response or crisis management activities in coordination with County, State and Federal emergency management officials, including ordering evacuations, opening public shelters and implementing needs plans and programs. Develop relationships with, and act as a liaison with other local, regional state and federal governmental agencies, non-governmental agencies, and businesses to ensure coordinated emergency/disaster response. Participate in shared work plans with Skagit County Department of Emergency Management and other partner agencies.
7. Assist City departments with development and implementation of emergency, disaster and recovery plans and procedures specific to each department.
8. Recruit and coordinate volunteers, instructors, presenters and resource staff to support various programs; develop annual volunteer training plan. Assign, prioritize and review timely completion of duties of volunteers and interns.
9. Consult with agencies and businesses to determine needs and capabilities in the event of a natural disaster or other emergency.
10. Design, plan and organize disaster drills and exercises with City staff three (3) times per year; develop and deliver training on emergency management topics as needed for governmental/nongovernmental facilities, essential service providers, and critical infrastructure operators. Analyze and evaluate drills, exercises, training performance and preparedness and make adjustments as needed.

11. Represent the City as primary spokesperson for the Emergency Management Program, advising elected officials, local business leaders and the general public on technical and practical aspects of emergency management planning. Participate in community events to increase awareness of emergency preparedness and the role of emergency management.
12. Prepare and present annual report on status of emergency management to City Council.
13. Facilitate and support emergency and disaster operations provided in an emergency operations center format. Ensure Emergency Operations Center is secure and appropriately stocked, equipped and maintained; schedule regular testing procedures to ensure operation efficiency.
14. Prepare emergency situation status reports that describe response and recovery efforts, needs and preliminary damage assessments.
15. Maintain up-to-date knowledge of emergency management issues and requirements providing information to City officials as needed.

PERFORMANCE REQUIREMENTS (Knowledge, Skills, and Abilities):

Knowledge:

- Extensive knowledge of principles, practices, and techniques related to the provision of emergency management services.
- Extensive knowledge of the laws, regulations, and requirements governing emergency management practices.
- Principles and practices of the National Incident Management System and the Incident Command System.
- Current office computing and software applications.
- Principles and theories of municipal government.
- Working knowledge of local government, city geography and community resources.

Skills:

- Excellent interpersonal skills for establishing, maintaining and advancing effective working relationships and managing group dynamics.
- Excellent project management skills including budget preparation and tracking, communications and coordination with employees at all levels of the organization and with outside agencies.
- Excellent skills in planning, organizing, problem-solving, and time and task management.
- Excellent written and oral communication skills for corresponding with City employees and outside agencies; for making presentations and for providing training.
- Computer skills for utilizing a variety of software, such as word processing, spreadsheet and database software, internet-based document sharing, and internet based polling and scheduling applications.

Ability to:

- Continually advance partnership with the Skagit County Director of Emergency Management for effective emergency management service delivery for the City and County.
- Establish and maintain effective working relationships with a broad range of people and organizations.
- Work in a group setting with broad range of interests, overcoming conflicts to develop consensus around reasonable preparedness efforts.
- Remain calm during emergency operations, analyzing information and developing plans of action.
- Clearly communicate conditions and recommendations.
- Expand on technical skills quickly.
- Read and comprehend technical information and apply the contents to problem solving.

- Understand, interpret, and apply regulatory and security standards to procedures, and training documents.
- Maintain the absolute confidentiality of sensitive files, data and materials accessed, discussed, or observed while working with City staff and others.
- Prioritize tasks and projects, work independently being self-motivated to identify and complete tasks and projects with minimal supervision.

EXPERIENCE AND TRAINING REQUIREMENTS:

1. Bachelor's degree from an accredited college or university with a major in Emergency Management, Public Safety, Public Administration or a related field.
2. Three (3) years of progressive work experience in emergency management, disaster planning, and business continuity planning required.
3. Certification as an Emergency Manager is preferred.
4. Experience working on a type 3 or higher incident management team preferred.
5. Experience providing such work in an emergency response agency setting preferred.
6. Experience in a leadership project manager role is preferred.
7. Possession of IS Level 100, 200, 300, 400, 700 and 800 certifications.
8. A combination of education, experience and training that provides the applicant with the knowledge, skills, and abilities to perform the Scope of Work will be considered.

PROCEDURES FOR SUBMITTAL AND REVIEW:

1. All interested and qualified consultants are invited to submit statements of qualification for consideration. Submittals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements listed above. Responses to this RFQ must include the following:
 - a. **Cover page** - including contact information.
 - b. **Qualifications and Experience**
 - i. Qualifications and experience in providing emergency management, disaster planning, and business continuity planning.
 - ii. Knowledge, Skills, Abilities
 - iii. Education and Certifications
 - c. **References** – A minimum of three references.
2. **Statements must be received by mail or e-mail no later than 12:00 PM on Monday, February 11, 2019.**

City of Anacortes
 Attn: Tiffany Matson, Contract Specialist
 P.O. Box 547
 904 6th St
 Anacortes, WA 98221
contracts@cityofanacortes.org
 360-299-1971

Late or incomplete statements may not be considered. Proposers accept all risks of late delivery of statements regardless of fault.

3. Evaluation and Selection Process:

The City will rank the statements of qualification based upon several evaluation factors. A committee comprised of representatives from the City will review the statements for

conformance with the requirements of the Request for Statements of Qualifications (RFQ). Conforming statements will be evaluated according to the criteria listed below:

Factor	Points Possible
Demonstrated experience with Scope of Work tasks	40 points
Knowledge, Skills, Abilities	30 points
Education and certifications	20 points
References	10 points
TOTAL	100 points
Oral Interview (if requested by City) in person or virtual platform	20 points
GRAND TOTAL	120 points

a) Oral Interview (if applicable) and Final Scoring

- i. After the statements have been evaluated, up to the top three (3) scoring proposers may be invited to oral interviews.
- ii. Presentations provide an opportunity to answer any questions or provide clarifications to the committee and to demonstrate the ability to meet the RFQ requirements; however, no changes are allowed to be made to the originally submitted proposal.
- iii. The committee will score the presentations in the context of the criteria listed in this document and whether the presentation and responses enhance the scoring of the written proposals. Proposers may receive up to an additional 20 points on the presentation.
- iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a consultant will be made.

b) Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on *Demonstrated experience with Scope of Work tasks*. If these scores are also tied, then by taking the highest scoring proposer based on their *Knowledge, Skills, Abilities*.

4. **Agreement for Services:**

The selected consultant will be expected to enter into a standard Professional Services Agreement, as provided in Exhibit A. Insurance requirements are included in that agreement. The contract period will be for services through 12/31/19 with a potential optional for renewal, as determined by the City. Work performed under the contract will be on a time and materials basis, not-to-exceed \$50,000 per year. The City does not guarantee any amount of work during term of the Agreement.

CONTACT INFORMATION:

Any questions related to this RFQ may be contact Emily Schuh, Administrative Services Director, (360) 299-1941, emilys@cityofanacortes.org. Any oral communications will be considered unofficial and non-binding on the City. Proposers should rely only on written statements issued by the City's representative. Responses to verbal requests for information or clarification will be considered unofficial until received in writing.

TERMS AND CONDITIONS:

1. It is the responsibility of all offerors to examine the entire Request for Statements of Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a statement. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
2. The City is not responsible for any equipment or software failure that may cause delay or non-delivery of an electronic submittal. The official submission time of an electronic statement will be as marked by Outlook in the City staff's email inbox.
3. At the appointed bid/proposal closing date and time, the City's Contract Specialist will download the applicable contents of the reserved mailbox and make them public accordingly.
4. The City is not responsible for electronic documents containing viruses that cannot be eradicated, or that are corrupted as a result.
5. The City reserves the right to reject any and all statements, to waive minor irregularities in any statement and to change the selection process or timeline.
6. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
7. The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the RFQ.
8. All submitted documents are public and subject to disclosure.

To be published:

Daily Journal of Commerce: 1/11/19
Anacortes American: 1/16/19



City Council Contract Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 5d

Subject: Contract Award - Direct Internet Access (DIA) Service 19-045-FBR-001

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract to Wave Business Solutions, LLC to provide Direct Internet Access (DIA) Service for the City-managed ISP service. The City is committing to a 24 month term with a monthly cost of \$2,882.00, after which we may opt to terminate the agreement or continue for an additional 36 months at the same monthly rate.

Background:

1. **History:** The City is establishing a municipally owned ISP providing affordable high-speed Internet, dark fiber, and Metro Ethernet services throughout the City of Anacortes over our community-owned fiber optic infrastructure. The City requires Dedicated Internet Access (DIA) as we are establishing a City-managed ISP service. This contract provides 1Gb synchronous service on a 1Gb physical port and 1Gb, burstable to 10 Gb synchronous service on a 10Gb physical port. This contract will allow the City to provide internet access to our subscribers.
2. **Key Terms:**
 - The City is committing to a 24 month term with a monthly cost of \$2,882.00, after which we may opt to terminate the agreement or continue for an additional 36 months at the same monthly rate.
 - The service is burstable at an additional charge of \$5.00 per Mbps. Charges for burstable Service will be calculated by using the industry standard 95th percentile. The 95th percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5 minute intervals and ignoring the top 5% of usage samples taken over a month. The 95th percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.
3. **Competitive Bidding:** This work is considered a Personal Service and as such the City made an informal request for proposals. The Fiber Committee reviewed the two responses received and selected Wave's proposal as the most fiscally advantageous to the City.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-038-WTR-001 with Wave Business Solutions, LLC in the amount of \$2,882.00 per month for the Direct Internet Access (DIA) Service.

Alternative Actions: Not award the contract

Attachments: Contract 19-045-FBR-001

Contractor	Wave Business Solutions, LLC
Contract Amount	\$69,168.00 for 24 months
Earmarked Funds	\$1,050,000.00
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	60 months

ORDER FOR BURSTABLE INTERNET SERVICES

This Order for Burstable Internet Services (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company (“Provider”), and CITY OF ANACORTES, a Washington municipal corporation (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated February 21, 2019 (the “MSA”). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

NOTE: Provider and Customer are the parties to that certain Service Order COA: 18-108-IDS-001 dated July 2, 2018, pursuant to which Customer ordered certain dark fiber services from Provider (the “Old Contract”). The Parties now intend for this Service Order to replace and supersede the Old Contract in its entirety. Accordingly, as of the Effective Date of this Service Order, the Old Contract shall terminate and have no further force or effect, with no Termination Charge or other early termination fee to be incurred by Customer in connection with said termination.

Description of Services and Charges:			
Dedicated Internet Access (DIA)			
Initial Service Term:	60 Months		
Service Address:	11489 Riverbend Rd, Mount Vernon, WA 98273		
Service		MRC	NRC
10 Gbps Port; 1 Gbps Internet		\$1,441.00	\$0.00
/29 IP Block (8 IPs; 5 usable)		\$0.00	\$0.00
Total		\$1,441.00	\$0.00
Burstable Service:			
Base Bandwidth: 1 Gbps; Max Burst: 10 Gbps			
Burst Rate: \$5.00 per Mbps, as measured at the 95th percentile			
Dedicated Internet Access (DIA)			
Initial Service Term:	60 Months		
Service Address:	1220 10th St, Anacortes, WA 98221		
Service		MRC	NRC
10 Gbps Port; 1 Gbps Internet		\$1,441.00	\$0.00
/29 IP Block (8 IPs; 5 usable)		\$0.00	\$0.00
Total		\$1,441.00	\$0.00
Burstable Service:			
Base Bandwidth: 1 Gbps; Max Burst: 10 Gbps			
Burst Rate: \$5.00 per Mbps, as measured at the 95th percentile			
Grand Total:		\$2,882.00	\$2,882.00
Account Executive to Customer: Jim McAfee			
Customer Billing Address: 904 6 th Street, PO Box 547, Anacortes WA 98221 ATTN: Emily Schuh			

Special Terms and Conditions

Early Termination Option. Customer shall have the option, at any time after the twenty-fourth (24th) month of the Initial Service Term, to terminate this Service Order without incurring a Termination Charge or any other early termination fee. To exercise its option to terminate under this paragraph, Customer shall deliver written notice of termination to Provider no less than thirty (30) days prior to the desired termination date.

Right to Re-Sell Services. With respect to this Service Order, the provisions of this paragraph shall control over the provisions contained in Section 3.3 of the MSA. Provider expressly understands and agrees that Customer is in the process of establishing a municipal broadband network and intends to re-sell the Services provided pursuant to this Service Order to the subscribers of said municipal broadband network. Provider expressly consents to this re-selling of the Services.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

CITY OF ANACORTES

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

[The remainder of this page is intentionally left blank.]



MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “**MSA**”) is entered into as of this 21st day of February, 2019 (the “**Effective Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, on behalf of itself and its Affiliates (collectively, “**Provider**”), and the CITY OF ANACORTES, a Washington municipal corporation (“**Customer**”). For purposes of this MSA, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is attached to this MSA as Exhibit C. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; and (iii) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will begin to automatically renew on a month-to-month basis (the “**Renewal Term**”). During the Renewal Term for a Service Order, either Party may terminate the Service Order by giving at least thirty (30) days’ advance written notice of termination to the other Party. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible

for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate HVAC, electrical power, and security at the Service Site. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within ninety (90) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such ninety (90) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); (ii) terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by customer shall be accomplished by providing termination notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days’ advance written notice to disconnects@wavebroadband.com and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as “**Termination for Customer Convenience.**” In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate this MSA and/or

one or more Service Orders prior to the scheduled Expiration Date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The **"Termination Charge"** shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; and (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. **"Confidential Information"** shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees or contractors that have a need to know for such purposes (with disclosure to contractors being limited to contractors that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Records Act,

chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.5 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the “**Customer Indemnified Parties**”) harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider’s negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider’s noncompliance with or Default under the Agreement; and/or (iii) Provider’s failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified party shall promptly notify the indemnifying party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified party without the consent of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying party, all at the cost and expense of the indemnifying party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer’s payment obligations under Article 4) due to causes beyond such Party’s reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, a governmental authority’s failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a “**Force Majeure Event**”). The Party claiming relief under this Article shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the cessation of such event. If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a “**Dispute**”) arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:

Wave Business Solutions, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: David Lampkin
Email: dlampkin@wavebusiness.com

If to Customer:

City of Anacortes
904 – 6th Street
P.O. Box 547
Anacortes, WA 98221
ATTN: Tiffany Matson
Email: matsont@cityofanacortes.org

With a Copy to:

Wave Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either party may change its notice address by giving notice to the other party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber Services
- EXHIBIT C - Service-Specific Terms and Conditions

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

15.8 Digital Millennium Copyright Act.

(a) Compliance Required. Provider is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Provider's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who Provider believes in its sole discretion is or may likely be infringing these rights. Provider may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending Provider's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Provider's receipt of a satisfactory notice of claimed infringement for these works, Provider will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Provider. Upon Provider's receipt of a counter notification that satisfies the requirements of DMCA, Provider will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Provider will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

(b) Notifications from Copyright Owners. Copyright owners may send Provider a notification of claimed infringement to report alleged infringements of their works to:

Wave Business Solutions, LLC
401 Kirkland Parkplace
Suite 500
Kirkland, Washington 98033
Phone: (425) 576-8200
Fax: (425) 576-2836
E-mail: customerservice@wavebroadband.com

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of Section

512(c)(3) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Provider, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

(c) Responding to a Notification of Infringement. If a notification of claimed infringement has been filed against you, you can file a counter notification with Provider's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

City of Anacortes, a Washington municipal corporation

By _____

Name: _____

Title: _____

PROVIDER:

Wave Business Solutions, LLC, a Washington limited liability company

By _____

Name: _____

Title: _____

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EXHIBIT A
Service Level Agreement
for
Ultra High Availability Enterprise Services

This Service Level Agreement for Ultra High Availability Enterprise Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

1. AVAILABILITY SLA

WAVE’s Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.999% Availability	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s NOC is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

3. PACKET DELIVERY / PACKET LOSS SLA

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.05% Packet Loss	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 8 ms or less**
- **Round Trip Inter-Market Latency* of 39 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
8 ms or less	39 ms or less	≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
		> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

* Inter-Market Latency means up to 800 network miles between locations

5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{lcl} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{array}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of WAVE's targeted MTTR.

"Emergency Maintenance" means WAVE's efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE's Network to another designated point on WAVE's Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{lcl} \text{MTTR in Hrs} & = & \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}} \\ \text{(per calendar month)} & & \end{array}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;

- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.



EXHIBIT B
Service Level Agreement
for
High Availability Dark Fiber Services

This Service Level Agreement for High Availability Dark Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between Wave Business Solutions, LLC (“WAVE”) and Customer.

1. AVAILABILITY SLA

WAVE’s dark fiber paths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of Dark Fiber Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected dark fiber path.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Dark Fiber Path*
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE (“MTTR”) SLA

In the event of Outages in the Services, WAVE’s NOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path in a given calendar month, and Customer receives a Service from WAVE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Path
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data

transmission. Periods of Excused Outage are not included in the Availability metric. WAVE does not monitor the use or availability of dark fiber Services, thus any Outage must be reported to the WAVE NOC by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in Services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{lcl} \text{MTTR in Hrs} & = & \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}} \\ \text{(per calendar month)} & & \end{array}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to WAVE's customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE's customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 WAVE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected dark fiber path and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.



Service-Specific Terms and Conditions

Introduction.

Please read this Service-Specific Terms and Conditions (“Service-Specific T&Cs”) carefully. Wave offers a variety of communications services (“Services”) to its commercial and governmental customers. This Service-Specific T&Cs contains provisions that apply only to specific types of Services provided by Wave. If you receive from Wave any of the types of Services described in this Service-Specific T&Cs, then the applicable provisions of this Service-Specific T&Cs apply to your Service. If provisions of this Service-Specific T&Cs apply to one or more of your Services, the provisions of this Service-Specific T&Cs apply to those Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, IRU Agreement or other contract you have entered into with Wave (collectively, your “Contract”). To the extent the provisions of this Service-Specific T&Cs conflict with any provisions of your Contract, the provisions of your Contract control. Wave may modify this Service-Specific T&Cs at any time without notice. Your continued use of your Services after such modification constitutes acceptance of the modified Service-Specific T&Cs.

Internet Access Service Provisions.

If you receive Internet access Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave’s Internet access Services is subject to the following terms and conditions:

- (1) **Acceptance of Risk.** You expressly acknowledge and agree that the Internet is a shared network that is not secure and that is not controlled by Wave. Any content that you access through the Services is provided by independent third-party content providers, over which Wave does not exercise control. Wave does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. You expressly understand and agree that it is possible data or files you send or receive over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to your data, including confidential information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Wave has no responsibility and assumes no liability for any such acts or occurrences. You expressly assume the risks inherent in connecting your internal network and your equipment to the Internet and in accessing and using the Internet through the Services.
- (2) **IP Addresses.** Any IP addresses provided to you by Wave in connection with the Services are and will remain the property of Wave. You will not alter, modify, sell, lease, assign, encumber or otherwise tamper with the IP addresses. Wave reserves the right to change addressing schemes at any time.
- (3) **DDoS Protection Service.** If you receive DDoS protection Service from Wave in connection with your Internet access Service, you expressly agree and understand that the DDoS protection Service does not guaranty that the Internet access Service for which the DDoS protection Service is activated will never be susceptible to or negatively impacted by any distributed denial of service attack or any other type of hostile hacking activity. Instead, the DDoS protection Service constitutes only one measure of protection against such activities. Wave shall not be liable for any damages of any type that may be suffered by you or any of your end users due to any DDoS attacks or other hostile hacking

activity experienced by the Internet access Service that the DDoS protection Service does not successfully prevent, alleviate or ameliorate.

Burstable Service Provisions.

If you receive burstable Internet access Services or burstable data transport Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave's burstable Services is subject to the following terms and conditions. Burstable Internet access or data transport Service allows you to increase from the selected base bandwidth up to the specified maximum burstable bandwidth on an as-needed basis when usage spikes. Charges for burstable Service will be calculated by using the industry standard 95th percentile. The 95th percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5 minute intervals and ignoring the top 5% of usage samples taken over a month. The 95th percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.

Phone Service Provisions.

If you receive phone Services (including hosted voice Services) from Wave, then, in addition to the other provisions of your Contract, your use of Wave's phone Services is subject to the following terms and conditions:

(1) VoIP Services. Wave's voice Services are provided via Internet Protocol voice network (aka "VoIP"). VoIP services operate using the standard commercial electrical power provided to your service site. Wave does not provide a back-up generator, UPS or other alternate power source for the Services; accordingly, in the event of a power outage at your service site, unless you have arranged for back-up power, the VoIP Services will be unavailable until electrical service is restored. You acknowledge and accept that the Service is not represented as fail-safe and is not designed for use in situations where error-free or uninterrupted service is essential. Wave will not be responsible for, and you expressly assumes all risk of, any losses or damages arising as a result of the unavailability of the Service, including the inability to reach 911 or other emergency services, or the inability to contact your security system, your fire alarm system or any remote medical monitoring service provider.

(2) Important Notice Regarding E911 Service. Federal Communications Commission rules require providers of VoIP phone services to remind customers of these important E911 facts: (a) Wave needs a complete and correct service site address in order to deliver accurate location information to E911; (b) If you move your VoIP phone equipment to a different physical address, you must call Wave immediately to update the location information, otherwise E911 will not have your correct location information on file; (c) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (d) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended.

(3) Other Providers. Unless otherwise expressly agreed to in writing, Wave has no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. You remain responsible for terminating and removing any such unwanted services

and circuits provided by other long distance providers. You understand that you may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(4) Long Distance Charges. Any long distance rates listed in your Contract are the rates as of the effective date of that Contract and may not reflect the actual rates applicable at any given time during the term of the Contract. All long distance charges are exclusive of applicable taxes, and Wave may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(5) CPNI. Wave will have access to certain proprietary network information of yours ("CPNI"). Under federal law, you have a right to, and Wave has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to you and to enhance Wave's ability to meet your needs. You expressly authorize Wave, its affiliates, or its sales representatives to use CPNI to determine if you could benefit from other services offered by Wave and its affiliates, and market them to you. You may withdraw your authorization at any time by informing Wave in writing. Any such withdrawal will not affect the quality of Services provided to you.

Hosted Voice Service Provisions.

If you receive hosted voice Services from Wave, then, in addition to the other provisions of your Contract and the Phone Service Provisions set forth above, your use of Wave's hosted voice Services is subject to the following terms and conditions:

(1) Leased Hosted Voice Equipment. If you are leasing hosted voice equipment (the "Leased Equipment") from Wave, then the Leased Equipment shall at all times be and remain the personal property of Wave. Wave shall be responsible for the regular maintenance and repair of all Leased Equipment. Should you experience problems with any of the Leased Equipment, you must contact Wave and Wave will use commercially reasonable efforts to repair or replace the malfunctioning Leased Equipment as soon as reasonably possible after receiving your notification. For Leased Equipment, Wave shall have the right at any time, and from time to time, during the service term to substitute different hosted voice equipment for some or all of the Leased Equipment initially installed at your service site; provided that the substituted Leased Equipment has equivalent or better functionality than the previously installed Leased Equipment. Should any Leased Equipment require repair or replacement due to your negligent or willful conduct, including the misuse or abuse of same, you shall reimburse Wave for the costs of such repair or replacement.

(2) Purchased Hosted Voice Equipment. If you have purchased hosted voice equipment (the "Purchased Equipment") through Wave, then upon your acceptance of the Purchased Equipment, the Purchased Equipment shall be and remain your personal property. As between Wave and you, you shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **YOU ACKNOWLEDGE THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY WAVE AND THAT WAVE DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY REGARDING SAME. WAVE WILL EITHER DELIVER THE MANUFACTURER'S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO YOU**

OR PASS THROUGH THE MANUFACTURER'S WARRANTY TO YOU DEPENDING ON THE APPLICABLE MANUFACTURER'S POLICY. WAVE HEREBY ASSIGNS TO YOU ALL OF THE MANUFACTURERS' WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT WAVE IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT TO YOU. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. YOUR REMEDY FOR DEFECTIVE PURCHASED EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER'S WARRANTY WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. WAVE DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO YOU OR TO THIRD PARTIES, FOR ANY PURCHASED EQUIPMENT PURCHASED BY YOU PURSUANT TO A CONTRACT, NOR SHALL WAVE HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs the Services, you will remain liable for payment of the applicable monthly service fees. If, at your request, Wave attempts to resolve difficulties caused by Purchased Equipment, you will be responsible for Wave's then-current commercial rates and terms for such consulting services on a time and materials basis.

(3) Installation of Hosted Voice Equipment. As a part of the hosted voice Service, Wave will install the hosted voice equipment for you (whether such equipment is Leased Equipment or Purchased Equipment) at the specified service site. If your service site contains existing inside wiring, Wave will use your existing wiring for the installation; provided, that Wave's use of any existing wiring shall not constitute any type of representation, warranty or guarantee to you that the existing wiring is in good condition and/or free from defects. If your service site does not contain the necessary inside wiring (as determined by Wave in Wave's commercially reasonable judgment), Wave will so notify you and you may elect to install wiring itself or to request that Wave install wiring for you. If Wave installs wiring for you, such work shall be performed on a time and materials basis, with the wiring to become your personal property upon your acceptance of the Service. If, during the installation process, Wave discovers or uncovers any hazardous materials or substances at your service site: (A) Wave shall have the option to cease work at the service site and terminate your hosted voice Service Contract, without any liability for or obligation to remove or remediate the hazardous materials so discovered; and (B) you shall indemnify, defend and hold Wave harmless from and against any and all claims, costs, damages and expenses incurred by Wave in connection with or as a result of the pre-existing hazardous materials, including attorneys' and experts' fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the service site.

(4) Bring-Your-Own-Phone Provisions. For certain models of phones, Wave has the ability to attempt to connect phones that you already own (the "Customer Phones") to Wave's hosted voice Service, which eliminates the need for you to lease or purchase phones from Wave. If you elect to use your existing Customer Phones with Wave's hosted voice Service, you expressly agree to the following provisions: (a) you must supply the passwords for the Customer Phones, otherwise the phones may not be usable with Wave's network; (b) the process of connecting the Customer Phones to Wave's network involves re-setting the Customer Phones to their factory defaults, which will delete all information stored on the phones, including contact lists, speed dial numbers, as well as the configurations established for connectivity to your previous hosted voice solution; (c) it is possible that attempting to

connect the Customer Phones to Wave's network could render one or more of the Customer Phones unusable, requiring a firmware re-flash. In such event, Wave will have no responsibility or liability for repairing or replacing the Customer Phone(s) at issue. Instead, you expressly assume the risk inherent in attempting to attach the Customer Phones to Wave's hosted voice network; and (d) Wave will be unable to provide support and troubleshooting for Customer Phones after implementation. Wave will be able to troubleshoot problems with Wave's network, but if the network is functioning properly and there are technical problems with any of the Customer Phones, you must seek equipment support from the manufacturer or original vendor of the equipment.

Dark Fiber Service Provisions.

If you receive dark fiber Services from Wave, then, in addition to the other provisions of your Contract, your use of Wave's dark fiber Services is subject to the following terms and conditions:

(1) Grant of License. Beginning on the service commencement date for each segment of dark fiber, and continuing through the term of your Contract, Wave grants to you, and you accept from Wave, a license (the "License") to use the specified number of dark fiber strands on the segment (the "Licensed Fibers") by accessing same solely at the A Location and Z Location end points (the "End Points") specified in your Contract. You are not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on your part to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Wave-owned equipment, or any other property of Wave; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

(2) Route of Licensed Fibers and Maximum Loss Budget. Wave shall at all times have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Wave may, from time to time, elect to change the route along which the Licensed Fibers are installed. So long as the actual optical loss for each Fiber Route is always less than or equal to the Maximum Loss Budget specified for such Fiber Route in your Contract, you shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Wave shall use commercially reasonable efforts to minimize the disruption to your use of the Licensed Fibers.

(3) Wave's Retained Rights. Wave retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Wave shall not use the Licensed Fibers during the service term of your Contract.



City Council Agenda Bill

Meeting Date: 03/18/19

Agenda Item: 5e & 5f

Subject: Ordinance number 3035 repealing Ordinance 2694 and Resolution 2037 establishing safety recognition program.

Staff Contact: Karl Wolfswinkel, Safety Committee Chair

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
X	Ordinance No. 3035
Yes	Code Revision?
x	Resolution No. 2037
	Contract
	Public Hearing
	Staff Report

Summary Statement: On March 21, 2005, the City Council approved a safety suggestion policy (Ordinance 2694). The proposed Ordinance 3035 would repeal that ordinance and the enclosed Resolution 2037 would adopt a replacement policy that provides opportunities for City employees to recognize and perform safe practices in the workplace above and beyond their normal work duties.

Background: The City of Anacortes does not currently have a program in place that provides incentive for employees to bring forth safety commendations to City employees. There is often concern about gifting of public funds when incentive programs are implemented. Washington State Senior Assistant Attorney General James K. Pharris has written a widely published update on Article VIII, Section 7 regarding the use of public money on employee awards, prizes, and other tangible symbols of special recognition. It is Mr. Pharris' opinion and direction that these awards are appropriate. Mr. Pharris provides guidance for developing this type of program stating an ordinance which, "provides sufficient standards to establish that any awards actually made are "earned" by the employee and are not simply gratuitous transfers of public funds... those standards should include 1) a description of the basis on which the City will make employee awards, 2) a description of the process by which the City will decide who is to receive such awards, and 3) a description of the type of awards which a City employee will be entitled if certain standards are met. Awards can be based upon some objective factors or they ... can include subjective and evaluative factors." "May Cities Spend Public Monies on Employee Awards, Prizes and Other Tangible Symbols of Special Recognition?" from *Legal Notes*, Municipal Research and Services Center, Information Bulletin No. 446, January 1988

Budget Impact	
Amount Budgeted	\$150
Budget Account (BARS)	
Proposed Expenditure	\$150
Budget Amendment Required?	No
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: City Council approved [Ordinance 2694](#) on March 21, 2005. City Council reviewed draft Ordinance 3035 on [March 4, 2019](#) and directed staff to bring the matter back for action on the Consent Agenda at the present meeting via resolution.

Competing Viewpoints Considered: The existing, underutilized, ineffective policy should be left in place.

Recommended Motion: I move to approve Ordinance 3035 and Resolution 2037.

Alternative Actions: Do not approve ordinance and resolution and leave the current program in place.

Attachments (listed in order presented): Ordinance 3035, Resolution 2037

ORDINANCE NO. 3035

AN ORDINANCE REPEALING ORDINANCE NO. 2694

WHEREAS, THE City Council enacted Ordinance No. 2694 on March 21, 2005, to establish a program that recognizes and awards employees who bring forward safety suggestions according to policy; and

WHEREAS, that safety suggestion program is currently underutilized; and

WHEREAS, the City Council now wishes to replace the program established in Ordinance 2694 with the Safety STAR Recognition Program, to be adopted by Resolution;

NOW, THEREFORE, the City Council of the City of Anacortes do ordain as follows:

Ordinance No. 2694, enacted March 21, 2005 is hereby repealed in its entirety.

EFFECTIVE DATE. This ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

Passed by the City Council of the City of Anacortes at a regular meeting thereof this _____ day of March, 2019.

CITY OF ANACORTES

Laurie Gere, Mayor

Approved as to form:

Darcy Swetnam, City Attorney

Attest:

Steven D. Hoglund, City Clerk-Treasurer

RESOLUTION 2037

A RESOLUTION ESTABLISHING THE SAFETY STAR RECOGNITION
PROGRAM

WHEREAS, THE City Council enacted Ordinance No. 2694 on March 21, 2005, to establish a program that recognizes and awards employees who bring forward safety suggestions according to policy; and

WHEREAS, that safety suggestion program is currently underutilized; and

WHEREAS, the Safety Committee has proposed the alternative STAR safety recognition program designed to reinforce a strong safety culture by motivating and recognizing employees who perform their job in a safe and efficient manner;

NOW, THEREFORE, be it resolved, by the City Council of the City of Anacortes, Washington that:

Section 1. The Council hereby adopts the Safety STAR Recognition Program, a description of which is attached hereto and by this reference made a part thereof, and authorizes and directs the Mayor and the City Clerk to execute this incentive program.

Section 2. Any future amendments to the Safety STAR Recognition Program may be approved by City Council via resolution.

Passed by the City Council of the City of Anacortes at a regular meeting thereof this _____ day of March, 2019.

CITY OF ANACORTES

Laurie Gere, Mayor

Approved as to form:

Darcy Swetnam, City Attorney

Attest:

Steven D. Hoglund, City Clerk-Treasurer



SAFETY STAR RECOGNITION PROGRAM

The Safety STAR (Safe | Thinking | Achieves | Results) recognition program is designed to motivate and recognize those employees who perform their job in a safe and efficient manner above and beyond the call of duty.

Participation therein shall be limited to employees who perform safety duties or activities above and beyond their normal line of duty in accordance with the following regulations:

A. Throughout the year, employees will be recognized for demonstrating safety above and beyond their normal safety duties or what is indicated in their job description.

B. Employees who are nominated will have the opportunity to be recognized by the Safety Committee and Council and may be eligible for an incentive

Sample of demonstrated ways to be recognized:

- Behavior Observations: Noticing an employee who performs a positive safety activity such as avoiding a hazard or assisting a co-worker to avoiding a hazard or injury.
- Job Hazard Analysis – Complete two new job hazard analysis (JHA) or revise at least five old JHA's per month for their department.
- Inspect safety equipment or do a walk-around within their department to identify any hazards.
- Lead a toolbox departmental training.
- Other demonstrated safety activities approved by the Safety Committee.

C. To be eligible a City of Anacortes employee who is demonstrating safe practices in the course of their duties as an employee. "Employees" are those individuals currently employed by the City on a full-time, part-time, or temporary basis. It does not include persons engaged or retained by the City under contract or elected officials. Employees will not be given awards that are within the employee's line of duty, reasonable job expectancy or job responsibilities. "Line of duty" refers to those duties or responsibilities which are within the limits of an employee's work assignment or job description, or are within the general field of technical education or know-how that qualify the employee to do the work for which they are assigned.

Administration.

A. The administration of the Safety Recognition Program is vested in the City's Human Resources Department.

Suggestion procedure.

A. Nominations are completed on the Safety Star Recognition card. Employees can be nominated by active City of Anacortes Safety Committee Representatives, their supervisor, director or co-workers. The Safety Committee reviews the nominees during the monthly safety committee meetings..

B. All nominations should be submitted by October each year to the Safety Chair. The Safety Committee shall receive, record and acknowledge receipt of the nomination; and shall notify the employee of action taken as soon as final consideration has been made. During the November Safety Committee meeting nominations are voted by the Safety Committee. The Safety Chair and/or Human Resources has the right to make the final decision of nominees.

C. The Safety Committee will review the list of nominees during the October meeting. Votes will be cast during the November meeting. Three employees will be recognized based on the established criteria and they will be invited to attend the December Council meeting. Each safety STAR contestant will receive one \$50 incentive and will be an honored guest at the annual safety potluck.



City Council Agenda Bill

Meeting Date: 3/11/2019

Agenda Item: 7a

Subject: County Assessor Property tax discussion

Staff Contact: Steve Hoglund

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
x	Staff Report

Summary Statement: Washington state property taxes are confusing and the County Assessor has agreed to try and clarify them for the Council.

Background: Elected officials and staff get many questions from citizens that are hard to answer due to the complex nature of Washington State property taxes, and the Assessor has agreed to come to Council to try and provide clarification on the process.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A – information only

Alternative Actions: N/A

Attachments (listed in order presented): Assessor slide presentation

Assessment Procedures

Our mission is to strive for the highest level in equity of assessment, efficiency of operation and professionalism of our staff.

David M. Thomas
Assessor
Skagit County



What The Assessor Does

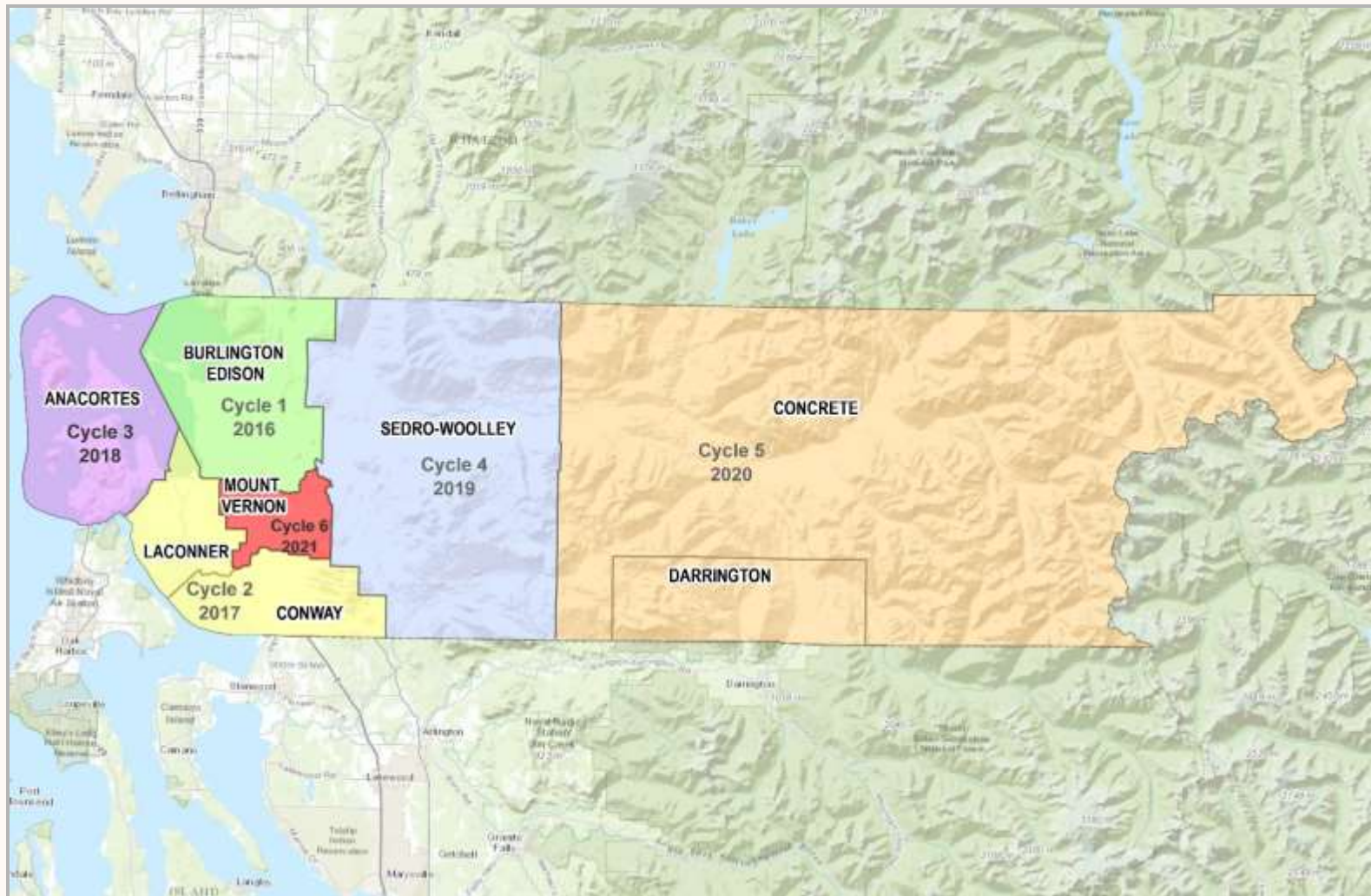
- Values all real and personal property in the county for distribution of property tax
- Maintain assessment roll, property transfers, land use changes and assessor parcel maps
- Administer tax benefit programs for senior and disabled citizens, land used for agriculture, open space and forestland
- Review budget requests for legal compliance and calculate levy rates for tax districts

Valuation

- Six year inspection cycle approved by the Department of Revenue
- One region of county is appraised each year with new appraisals to establish base characteristics for statistical updates in succeeding years
- Includes updating valuation tables and neighborhood classifications



Revaluation Schedule 2016-2021



Improvement Valuation



- Gather factual data on style, size of living area and related building components
- Determine quality of construction
- Determine depreciation using condition and effective age estimates

Land Valuation



- Determine highest and best use of land
- Determine size and features impacting value
- Select appropriate land model for location
- Apply value adjustments for unique land characteristics

Property Classification

- Determined first by primary use such as commercial, standard residential, waterfront residential, etc.
- Determined second by location starting with region, then defined area within region
- Group by neighborhood to represent location and property characteristics with similar appeal to buyers in the market

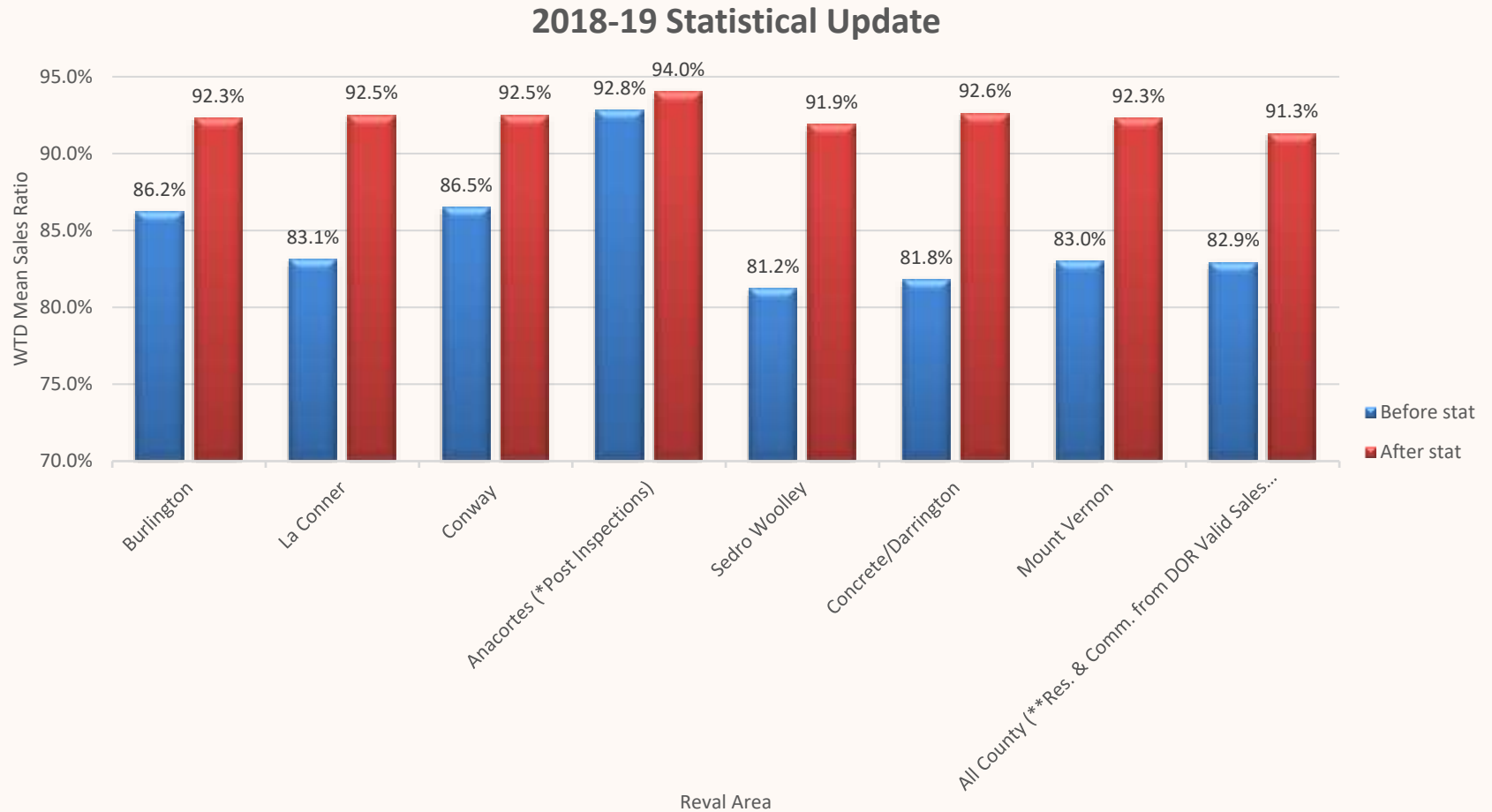
Anacortes Neighborhood Map



Statistical Valuations

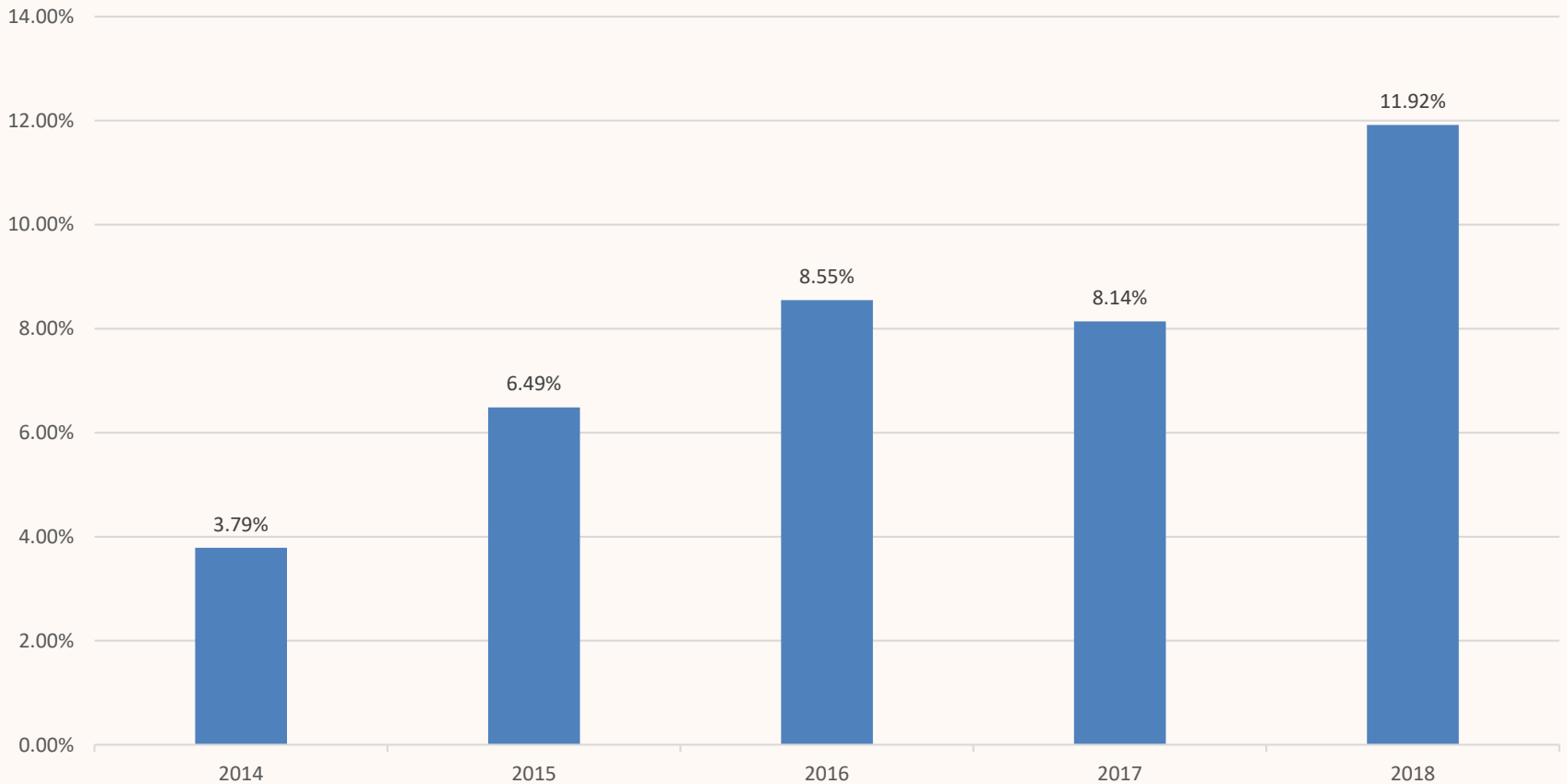
- Search for valid sales in each neighborhood classification (eliminate non-market sales)
- Calculate average assessment ratio of sales in neighborhood (assessed value/sale price)
- Adjust assessed values on sales to bring ratio within acceptable parameters of market value
- Apply resulting adjustment to all properties within neighborhood classification

2018 Ratio Study by Region

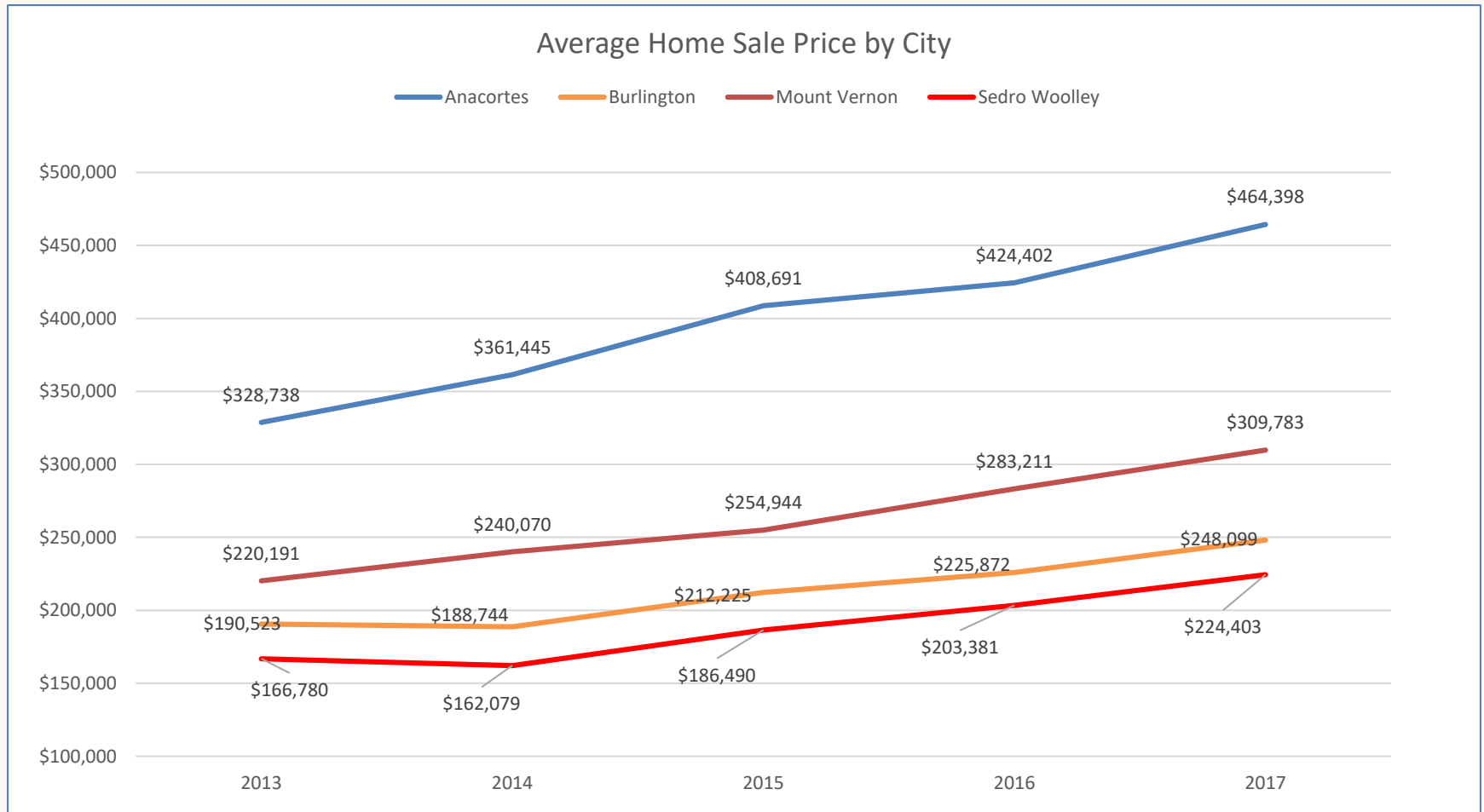


Anacortes Assessed Value History

City of Anacortes Value Increase 2013-2018



5 Year Average Sales Price



Personal Property

- Personal property is all tangible assets related to operating a business including equipment, tools, furniture, supplies, computers, etc.
- Each year business' receive a listing from the Assessor that must be edited to remove assets no longer in possession and add assets acquired in the last year and acquisition cost
- Assets are categorized and depreciated using a state-wide schedule

Tax Benefit Programs

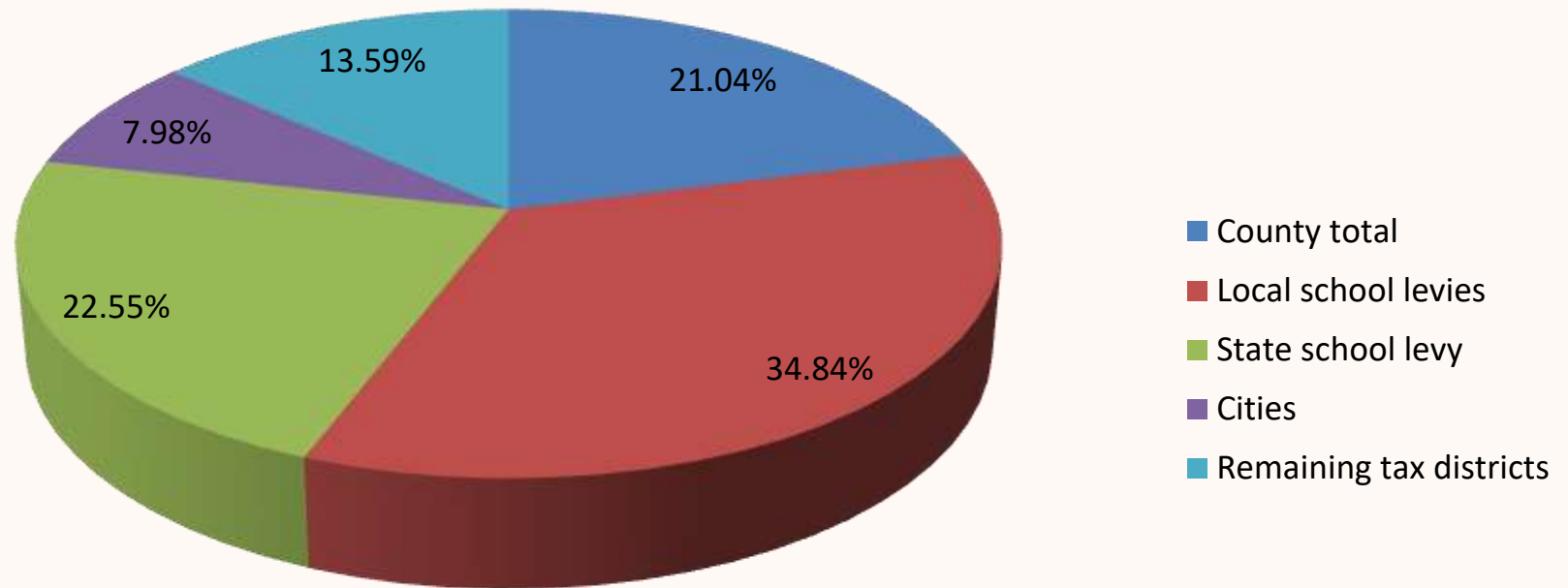
- Applications for exemptions or land use classifications are submitted to the Assessor's Office for approval
- Three levels of exemptions based on income
- All levels receive exemption from excess levies
- Current Use and Forestland applications require a fee and must meet qualifying criteria
- Tax benefit programs shift taxes from participant to other property owners

Levy Process

- Assessor reviews tax district budget requests to assure legal limitations are met or if a ballot measure is passed
- Budget request is then divided by district value to produce levy rate for district, reported as dollars per \$1,000 of value
- Sum of all district levy rates within a unique tax area are applied to single property value to determine tax amount for that property

2018 Property Tax

2018 Property Tax Distribution in Skagit County

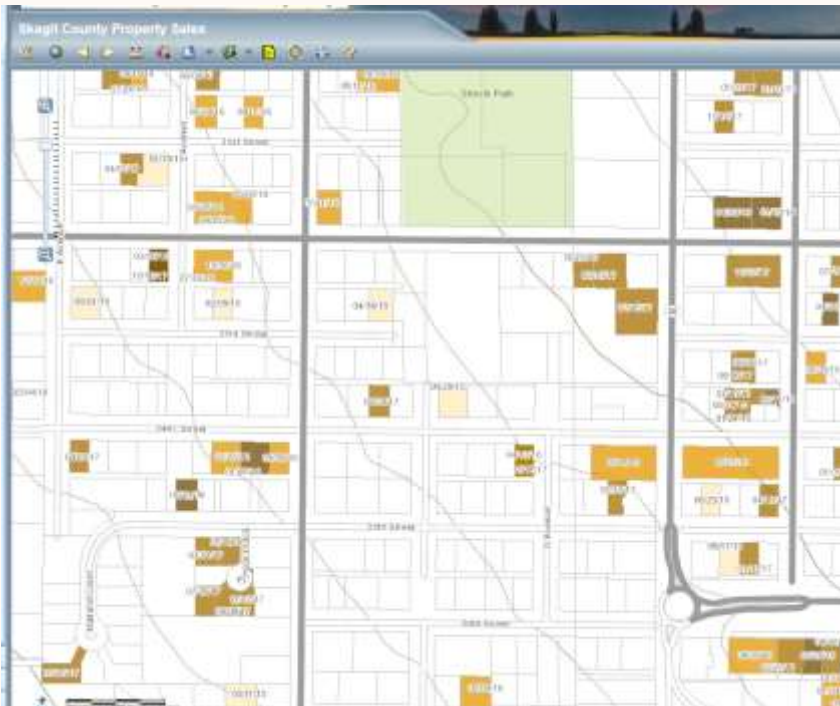


Skagit County Website

www.skagitcounty.net



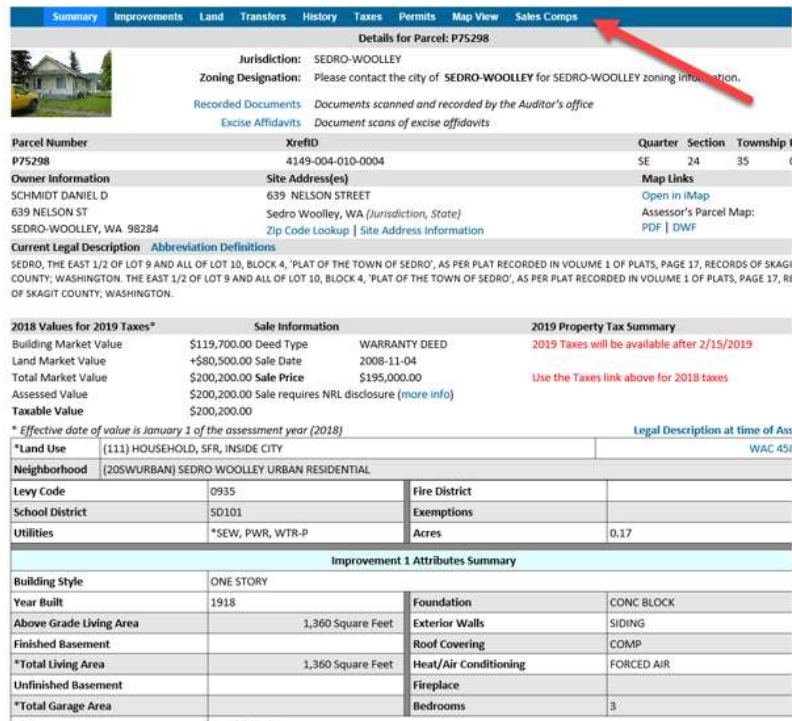
iMap Tool Showing Property Sales



- iMap tool can search individual properties and provide assessor information by clicking on the parcel
- You can view property that sold in the last three years

Assessor Property Information

- Property One Stop tool can search for a parcel and display Assessor data
- Menu bar at top can search additional records such as transfers, value history and building permits



Summary Improvements Land Transfers History Taxes Permits Map View Sales Comps

Details for Parcel: P75298

Jurisdiction: SEDRO-WOOLLEY
Zoning Designation: Please contact the city of SEDRO-WOOLLEY for SEDRO-WOOLLEY zoning information.
Recorded Documents: Documents scanned and recorded by the Auditor's office
Excise Affidavits: Document scans of excise affidavits

Parcel Number: P75298
XrefID: 4149-004-010-0004
Quarter: SE
Section: 24
Township: 35

Owner Information: SCHMIDT DANIEL D
Site Address(es): 639 NELSON STREET
Map Links: Open in iMap, Assessor's Parcel Map: PDF | DWF

Current Legal Description: SEDRO, THE EAST 1/2 OF LOT 9 AND ALL OF LOT 10, BLOCK 4, 'PLAT OF THE TOWN OF SEDRO', AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. THE EAST 1/2 OF LOT 9 AND ALL OF LOT 10, BLOCK 4, 'PLAT OF THE TOWN OF SEDRO', AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2018 Values for 2019 Taxes*

	Sale Information	2019 Property Tax Summary
Building Market Value	\$119,700.00 Deed Type WARRANTY DEED	2019 Taxes will be available after 2/15/2019
Land Market Value	+\$80,500.00 Sale Date 2008-11-04	
Total Market Value	\$200,200.00 Sale Price \$195,000.00	Use the Taxes link above for 2018 taxes
Assessed Value	\$200,200.00 Sale requires NRL disclosure (more info)	
Taxable Value	\$200,200.00	

* Effective date of value is January 1 of the assessment year (2018)

Legal Description at time of Ass

***Land Use:** (111) HOUSEHOLD, SFR, INSIDE CITY
Neighborhood: (20SWURBAN) SEDRO WOOLLEY URBAN RESIDENTIAL

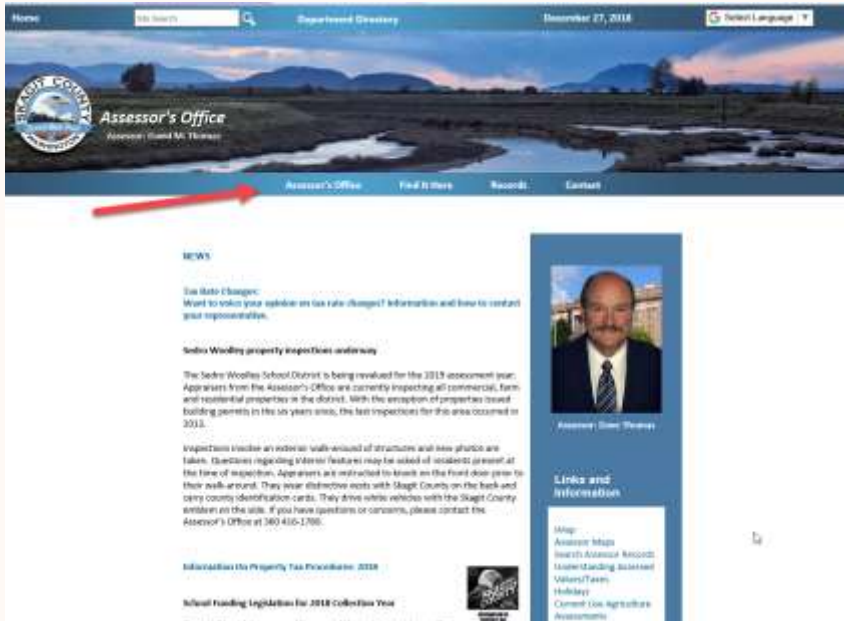
Levy Code	0935	Fire District	
School District	SD101	Exemptions	
Utilities	*SEW, PWR, WTR-P	Acres	0.17

Improvement 1 Attributes Summary

Building Style	ONE STORY	Foundation	CONC BLOCK
Year Built	1918	Exterior Walls	SIDING
Above Grade Living Area	1,360 Square Feet	Roof Covering	COMP
Finished Basement		Heat/Air Conditioning	FORCED AIR
*Total Living Area	1,360 Square Feet	Fireplace	
Unfinished Basement		Bedrooms	3
*Total Garage Area			

Assessor Page

- Assessor page has many resources on property tax information including publications, application forms, etc.
- Sales Search tool can provide comparable properties that sold by entering a parcel number and other criteria



Comparable Sales Grid

Skagit County Assessor

Comparable Sales

Features	Subject	Sale 1	Sale 2	Sale 3
Property Photo				
Property ID	72036	72046	72083	67066
Address	1704 PETERSON ROAD	1702 PETERSON ROAD	12170 HOLYNN DRIVE	12204 HOLYNN DRIVE
City	BURLINGTON	BURLINGTON	BURLINGTON	BURLINGTON
Neighborhood	208BAYHILL CC	208BAYHILL CC	208BAYHILL CC	208BAYHILL CC
Region	100	100	100	100
Market Value Sale Price	\$289,800	\$298,000	\$342,950	\$368,500
Price Per Sq Ft	\$174.29	\$236.83	\$251.89	\$246.33
Appraisal Year/Sale Date	2018	05/01/2018	10/18/2018	12/03/2018
Escheat Number	0	20181946	20184774	20188373
Year Built	1958	1958	1978	1972
Building Style	1	1	1	1
Building Quality	MBA	MBA	MBA	MBA+
Building Condition	A	A	O	O
Above Grade Living Area	1548	1262	1588	1500
Total Living Area	1548	1262	1588	1500
Basement Sq Ft	0	0	0	0
Bedrooms	3	3	4	3
Bathrooms	2FB	FB, 3GB	3FB	FB, 3GB
Heat Type	FA	FA	FA	FA
Fireplace	31	51	51	51
Garage/Carport Sq Ft	817	525	575	504
Porch Sq Ft	268	60	656	818
Acres	0.27	0.14	0.24	0.32

The above are recorded sales acquired from the Skagit County Assessor's database. Skagit County makes no warranty and assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness or usefulness of any information available from these records. Please carefully review the data. Use only those sales you feel are comparable to the Subject parcel.

- After selection criteria is complete click on “Find Sales” and a list of sold properties appears
- Select properties with the most similar characteristics and click “View Comparable Grid”

EXTRA



EXTRA

Anacortes

Museum

1305 8th St.

Anacortes, Washington

Wednesday, March 13, 2019

4:00 P.M.

The Early Years of Anacortes Newspapers

This new exhibit at the Anacortes Museum calls attention to the role of newspapers and journalists on Fidalgo Island. We are also celebrating the new online availability of the first 40 years of Anacortes newspapers. These are made available by a joint effort of the Anacortes American, the Anacortes Museum and the Washington State Library, with financial support from the Anacortes Museum Foundation and the Skagit Community Foundation.

Anacortes was founded by a journalist whose wife's name, "corrupted in the interest of euphony," was officially bestowed—140 years ago—on our post



Anacortes American paperboys are (left to right) John Nesbitt, Dick Iversen and Jimmy Williamson.

**Northwest Enterprise, Bowman's Store & Anacortes Post Office
c. 1889, facing Guemes Channel at the foot of Q Avenue**



The general store built by Amos Bowman was photographed by J.O. Booen c. 1889. The store and the first Anacortes Post Office opened in 1879 at the foot of what would become Q Avenue: "At high tide one could stand on the front porch and toss a stone into Guemes Channel," according to a 1915 article in the Anacortes American. James M. Moore, the shopkeeper and post office manager, is on the left side of the wagon, hands on the wheel. William Allard, with a large beard, is in the cart. Marian Childs Watkinson is one of the small children at far left. The back row includes Charles F. Mitchell, Sarsfield Kavanaugh, Mamie Hyatt, her mother, and three or four Wooten family members, according to information on the photograph.

EXTRA

Anacortes



Museum

EXTRA

1305 8th St.

Anacortes, Washington

To preserve and interpret the history of Fidalgo and Guemes islands

Wednesday, March 13, 2019

4:00 P.M.

A-town founded in 1879 by journalist and namesake wife, Anna Curtis

Anacortes was founded by a journalist whose wife's name, "corrupted in the interest of euphony," was officially bestowed—140 years ago—on our post office March 13, 1879. Amos Bowman, who wrote for Horace Greeley's New York Tribune newspaper in the 1850s, followed his boss' advice to "go west" and began publishing the

Northwest Enterprise newspaper here between 1882 and 1886. Bowman had previously written for the Sacramento Union and the San Francisco Mining and Scientific Press before he purchased a quarter section of land on the northeast corner of Fidalgo Island... and set about unfolding his views.

14.

UNION.

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THE NORTHWEST ENTERPRISE.

DEVOTED TO THE INTERESTS OF WHATCOM AND SAN JUAN COUNTIES AND THE WHOLE NORTHWEST.

VOL. 2.

ANACORTES, W. T., SATURDAY, JUNE 28, 1883.

NO. 14.

THE NORTHWEST ENTERPRISE.

PUBLISHED EVERY SATURDAY AT

ANACORTES, WASHINGTON TERR.

—BY THE—

Northwest Enterprise Co.

Entered at the Post Office at Anacortes as second-class matter.

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(In all cases invariably in advance.)

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Six Months.....1 50
Three Months.....75

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(One Square (12 lines), first insertion.....\$1 00
Each subsequent insertion.....50

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Governor.....James H. McGowan
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Comptroller.....John Kelly
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TERMS OF COURT.

District Court meets at Anacortes the third Wednesday in June and December of each year.
Commissioners' Court meets at Whatcom the first Monday in February, May, August and November of each year.
Probate Court meets at Whatcom the fourth Monday in every second month, commencing with January of each year.

PROFESSIONAL CARDS.

PERSONS IN NEED OF LEGAL BLANKS, such as Chattel Mortgages, Quit-Claims, and Warranty Deeds, etc., would do well to make application at this office, where they can be obtained at reasonable prices. Blanks printed to order on short notice.

UNUTTERED.

Waiting for words—as on the broad expanse Of heaven the formless vapors of the night

Expectant wait the prophecy of light, Interpreting their dumb significance; Or like a star in the morning glances Shrink, as a fading blossom, from the night.

Nor wakens till, upon the western height, The shadows to their evening towers advance—

So, in my soul, a dream ineffable, Expectant of the sandline or the shade, Doth oft upon the brink of twilight chill, Or at the dawn's pale opening portal stayed.

In tears, that all the quivering eyelids fill, In smiles, that on the lip of silence fade.

—(John B. Tann, in Harper's Magazine for June.)

THE STRANGE QUEST.

In the latter part of 1778, a little Massachusetts girl sat in the fore room of the low-ceilinged, thick-walled house called the "Harkness place," playing with and scolding her family of dolls.

Submit Harkness was a country girl, had never seen or heard of a blonde-haired, blue-eyed French dollie, but she loved and "mothered" her queer babies as tenderly as if they had been beauties; a contented and happy little girl was Submit.

Two or three yellow crook-necked squashes with mother's big apron tied around them, eight large green and white gourds wrapped in flannel, and a half dozen rag babies, were grouped about their "mammy," as she called herself, while a rudely carved figure of wood, was enfolded in her arms. This was the favorite, and rejoiced in the name of Amanda, Araminta, Arethusa Harkness. Submit was 10 years old, and thought by admiring friends to be "an uncommon peart child."

Mr. and Mrs. Harkness were acknowledged Tories, and loyal subjects of "morrise" England. They believed the Americans to be a wicked and an ungrateful people. They gave their two sons to the Briton's cause, and had not the father been too old, he also would have joined the army.

her brother, she would indeed have feared Gen. Washington, had she known that her gallant "Beggie" was who I sought. Ah, me, cruel indeed men are in time of war," and he sighed as he went upon his way.

Submit went into the kitchen to clear away the table, and ran into her mother's arms. "Why, Submit, you are heedless, what does this mean? Who has been here?" Submit told her story. When she spoke of going through the house Mrs. Harkness grew pale, caught at the table, and groaned. "Tell me what he said, every word, and how was he dressed," but she could learn little as to who and what the stranger was.

After an early tea, Submit crept into the great high-posted bed, drew around her the white, dainty curtains, murmured a prayer for the safety of good King George, and soon fell asleep.

Later in the evening, the mother crept softly and cautiously to an unused room. A heap of kindling wood was piled in a corner.

"Reginald, are you there?" she called, in a low tone. "Yes, mother, and do you help me out of this, I am terribly cramped. I had a visitor this afternoon. Gen. Washington was here in person. I knew his voice, he came into this room. I felt as if he must hear my heart beating. Poor innocent Submit was his guide. I am not sure but it was best that you should be away from home. You could not have hidden your anxiety, and might have betrayed me, and Submit did not know of my being here."

When Mrs. Harkness had taken away the kindling wood that lay lightly upon him, the handsome lad sat up, his mother threw her arms around him crying, "Give it all up, my son, give it up. I fear we have been wrong; it must be when good men spy upon each other, ready to send them to death. How could I have borne to come home from neighbor Stanley's and find you had been

THE MONGOLIANS.

Some Startling Facts Relative to Chinese Immigration to this Coast and its Effects on the Community.

The worst rock on the horizon of the future is the Mongol immigration problem. It is a lee-shore reef that cannot be avoided, and we must trust to luck and pluck to steer our ship through its breakers. China has long reached her practical maximum of population, and nature has repeatedly removed the surplus by her merciless corrective, epidemic famine. The hunger year following the civil war of 1863 subtracted at least 2,000,000, the long drought of 1875-6 about 3,500,000. In the province of Kiang-Soo, town and whole districts were entirely abandoned. The home government of a country like that could never prevent a mass emigration if the affluent channel had once burst its sluices; they might as well try to stop the exodus from an overstocked ant hill. Another drought or two, another inroad of the West Tartars, and the least encouragement from the transpacific side, and that exodus would soon become pandemic, and every western breeze would cover our shores with additional legions of an endless Mongolian locust-swarm. A war of races might fail to cure the evils of such an invasion. Have we a right to prevent them? Whatever political vicissitudes futurity may have in store for the United States, it is certain that for centuries to come this country must remain the home of the progressive races; a boat manned with a picked crew, a field to be sown with the winnowed wheat of the old world, an arena sacred to the republican principle: "La carrière ouverte aux talents." What chance beyond the mercy of a coolie-slave dealer

A BLIZZARD.

Friday night was commented upon says the Cooperstown (Dakota) Courier, by many a person seated in comfortable chairs beside glowing grates as a dreadful one for a person to be out, a genuine blizzard being in session, and the mercury fluctuating at from 15 to 20 deg. below zero. Little did the good people of this neighborhood dream that one of the most loved members of their circle was out in that tedious storm, on the prairie, and lost. Such, however, was the fact. While the members of her own household and her many friends hereabouts were enjoying warm firesides and comfortable lodgings; perfectly unconscious of her perilous predicament, Mrs. G. W. Barnard was battling with the blizzard, fighting most nobly for a life that is prized dearly in this vicinity, she having become lost while returning from a near neighbor's home at about 4:30 in the afternoon.

Her horse, it seems, went astray from the road when within a few rods of her own house, and in wandering about overturned the cutter and its brave occupant six times before she gave up as lost. Though her entire raiment below the waist was drenching wet from the drifting snow she had been floundering in; Mrs. Barnard, with coolness and courage, set about saving herself. Throwing her blankets on the snow, she covered herself with the robes and began rubbing her wet and chilled limbs, first freezing them from the frozen skirts. Soon the winds of heaven covered her with snow, thus providing her with a covering that assisted her in keeping from freezing.

For fourteen terrible hours this courageous woman fought the elements, and to-day is able to be about as usual, her two little fingers being the only parts frozen, and having recovered from the nervous prostration of the fearful ordeal brought upon her. Within a short distance of her home she made her way thither at day-

ELECTRICAL CARS.

Progress of Locomotion by Electricity and the Chances of its Superseding Steam.

According to the New York papers it appears that electricity may soon replace steam as a motive power on the elevated railways of that city. The millions of people who have been annoyed by the noises and smells of the present rapid-transit system will undoubtedly gladly welcome the change. The development of electricity as a motive is advancing with rapid strides. London has recently developed wonderful energy in adapting itself to every improvement in that direction. The Charing Cross and Waterloo Electric Railway is the latest of these undertakings. The Pall Mall Gazette gives some account of the proposed iron subway along which passengers will be carried by lightning under the bed of the Thames. The tunnel will be two-thirds of a mile in length. There will be a double line of railways, along which the constant stream of electrically driven cars will pass at the rate of eleven miles an hour, completing the journey from the Grand Hotel to the loop-line station at Waterloo in 3½ minutes. Each carriage will run separately, like an omnibus, and be driven by an electrical current generally by steam driven dynamos at Waterloo Station, and conveyed by means of a central rail to a dynamo in the center of the carriage. The tunnel will be composed of iron caissons lined with white bricks, and lighted, it is to be hoped, with incandescent lamps. The steel rails will be laid upon continuous longitudinal sleepers of timber imbedded in the concrete floor, so that there will be no ballast or other moist substance to produce any smell or feeling of

WIT AND HUMOR.

Brooklyn is glad to hold up one end of the great bridge; but her people will continue to cross on the ferry.

There is a plausible air to the story that Washington carpenters stole the civil service rules.

The young man with a small salary and a pretty girl is beginning to get worried. The church strawberry festival draws near.

The black-burying business will soon be becoming in the South. Several negro murderers will be hanged down there in a few weeks.

There is in a piscatorial publication an article entitled: "Why our fish disappear?" This is a good subject for debate.

Peter Cooper, the great novelist, has passed away—a man whose memory deserves to be revered by all.

"What is so rare as a day in June?" Well, now and then a day in April is decidedly underdone, and some of the March days are really raw.

"Oh, dear," exclaimed Edith to her doll, "I do wish you would sit still. I never saw such an uneasy thing in my life. Why don't you act like grown people and be still and stupid for a while?"

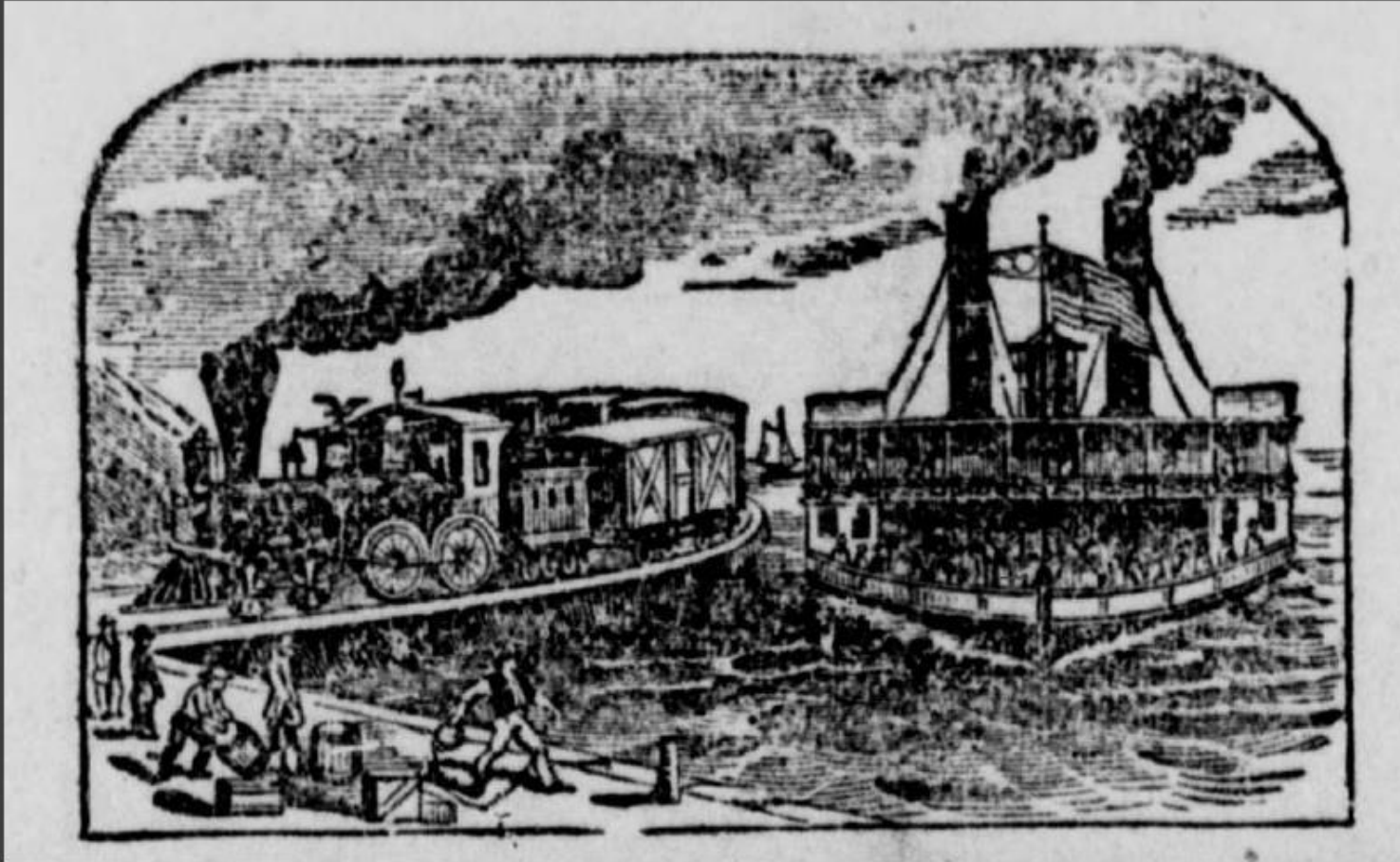
Dixey, who made such a fine Lord Chancellor in "Tolanth," began as the forelegs of the heifer in "Evangeline." There's no knowing what progress can be made under the influence of a willing ambition.

An article recently appeared in a Chicago newspaper, headed, "Kissed by her Husband." There was a large sale of the paper that day, the minor becoming current that a scandalous article appeared in that issue.

"I have a very dear lover seventeen years old. What shall I send him for a birthday present?" Lucy—"Send him a mousetrap-cup, dear." Consult the advertising columns of some college paper if you cannot afford a new one.

There was a very pleasant surprise party and dance at Mr. Negley's last Friday. The neighbors gathered at Mr. Weaverling's and went from there in a body. The appearance of the party in the morning was none of the freshest as they danced all night till broad daylight.

U



Northwest Enterprise title illustration, 1882

A pretentious title decorated the first page, wherein was pictured a steamer tied up at an immense wharf, alongside of which stood a railroad train, while stevedores were busily engaged.

An Illustrated History of Skagit and Snohomish Counties, Interstate Publishing Company, 1906

Anacortes Museum



“Next” brings up the next text block. If it’s not the one you want, you can select anything on the page, or scroll to other pages. You can make the articles larger or smaller to see them better. The program automatically highlights the line you are working on.

Correct text: Anacortes American, Volume 27, Number 8, 12 July 1917

How to correct text

Save

Save & exit

Save & next

Mr. and Mrs. V. Funk of the New

Wilson hotel received word from

their son Wallie Funk the latter part

of the week that he has enlisted in

the signal corps of the United States

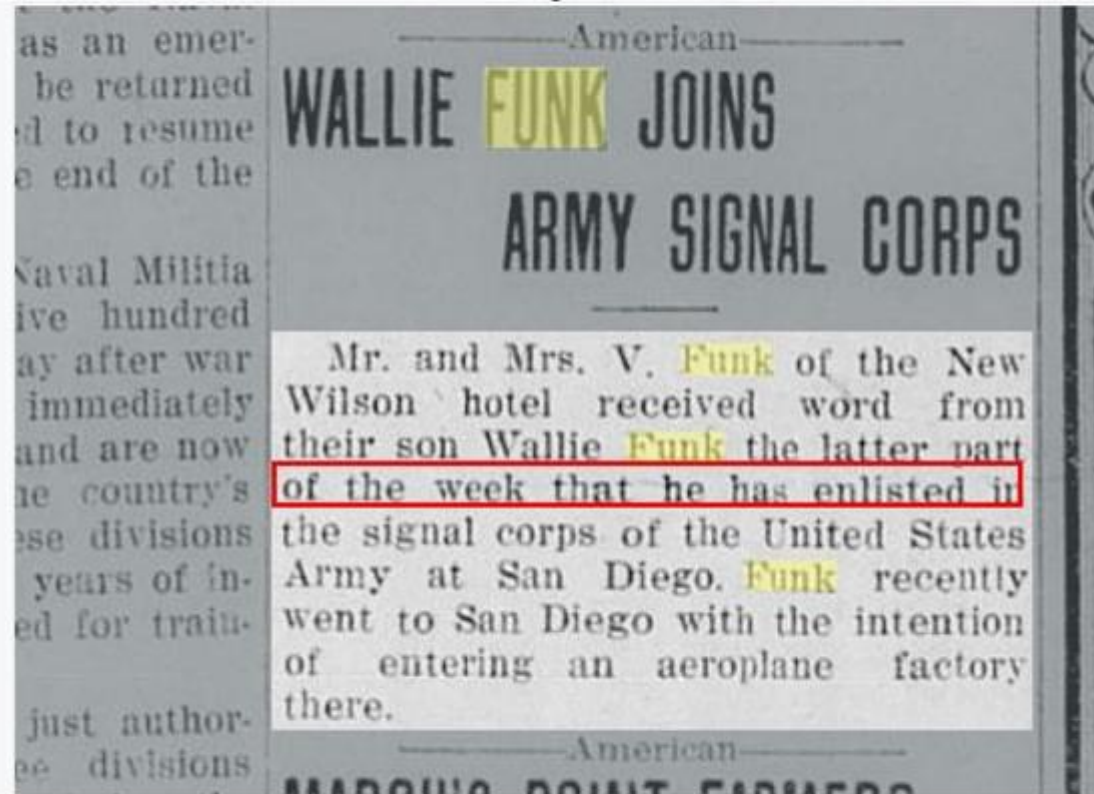
Army at San Diego. Funk recently

went to San Diego with the intention

of entering an aeroplane factory

there.

☐ This block is completely correct



When you’re done, check the box “This block is completely correct,” then click on either “Save & Next” or “Save & Exit.”

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OLD SETTLER ANSWERS LAST CALL TO REST



DOUGLASS ALLMOND

Born November 15, 1863 in
Sacramento County, California.

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'AMERICAN' BEGUN IN '90
IGNORED BOOMS END
by
Douglass Allmond

The Anacortes American made its bow to the world on May 15, 1890, being published by Fred H. Boynton and Douglass Allmond. It was an eight page, six column weekly, devoted to local affairs in general but more especially to telling the world what a great city Anacortes was destined to be; and its columns were full of thrilling tales of the richness of our surrounding and undeveloped resources. A present day perusal of the columns of the early issues of the American would cause an alienist to wonder whether the sheet was edited by a modern Munchausen or a Bill Nye in disguise. It was after the boom had subsided when Anacortes was dead as dead could be, and many of the original boomers had departed to fresh fields, that a citizen remarked, in referring to the publishers, that "Those d----- boys don't know that the boom is over."

There were some men of talent on the staff of the American in its earlier days. W.H. McEvan was a forceful writer, especially on topics political. J. Cooper Wheeler probably was the most polished writer and gentleman, when sober, of any who have ever been connected with the paper. Highly educated, of a family whose tree could be traced almost to the beginning of time, a Latin scholar and linguist, he spoiled all his fine accomplishments by over-indulgence in liquor. After spending a few years on Puget Sound he returned to New York City, where he wrote a couple of volumes of semi-historical nature, the principal scenes being laid in the San Juan archipelago.

John H. Shively started on his meteoric career in America as editor of the American. Previously he had been a missionary in India, and just prior to coming to the American he had held a minor position on the Seattle Post Intelligencer.

He could write fluently, make an interesting column article out of the most trifling subject, or boil down a story to fit the space; could deliver a good political speech, tell a story to fit any occasion, and, as he frequently did while editor of the American deliver a rousing good sermon on Sunday.

Then among those connected with the American in those early days are E.P. Barker, P.E. Nelson, and F.C. Werner, still residents of Anacortes and alive to tell their story.

Through all the vicissitudes of time and of opposition the days of populism it was conceded to be the largest and most modern printing equipment brought into the state at any one time, and known throughout the northwest as "the nickel plate office," the equipment degenerated to a little "army" press and a case or two of type. The original plant was sold to Gwin Hicks, state printer, and moved to Olympia.

It was in 1902 that Frederick Ornes bought the American and from that time on the paper was on the upward trend. In 1904 r. Ornes sold to Frank H. Barnett, who made further improvements and in 1905 the paper was sold to its present owner J.M. Post.

some who had more than common ability.

At the time of the writer's first visit here there was no wharf, passengers being put ashore in a rowboat and landed on the beach. This particular day, the only other passenger to land was a keg of beer – and it should be unnecessary to say the keg of beer was the most popular of the new arrivals.

An incident happening in '83, if dates are remembered

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How I began business
after the fire of June 6, 1889



EXTRA

Anacortes



Museum

EXTRA

1305 8th St.

Anacortes, Washington

To preserve and interpret the history of Fidalgo and Guemes islands

Wednesday, March 13, 2019

4:00 P.M.

Progressive pioneer printers park in Anacortes, ignore 1890s boom's end

The Anacortes Progress inherited the press of the Northwest Enterprise and published its first number in 1889 under the editorship of C.F. Mitchell, becoming a daily in February 1890, and ceasing operations entirely in January of 1892. Douglass Allmond's Anacortes American has endured since May of 1890. To allow more

time for his water and electricity company and his parks philanthropy, he sold the newspaper in 1902 to the husband and wife editorial team of Fred and Susan Ornes. Near the old Deception Mill, flamboyant publisher Legh Freeman platted the town of Gibraltar and began promoting it in the pages of the Washington Farmer.

NO. 14.

HUMOR.

ed to hold up one
edge; but her people
ross on the ferry.
ible air to the story
sarpenters stole the

with a small salary
s beginning to get
thorough strawberry
r.

ing business will
in the South. Ser-
vers will be hanged
w weeks.

atorial publication
l: "Why our fish
is a good subject

the great novelist,
a man whose mem-
be revered by all.
as a day in June?"
n a day in April is
one, and some of
re really raw.

aimed Edith to her
ou would sit still.
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on't you act like
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is such a fine Lord
dante," began as
e beifer in "Evan-
no knowing what
made under the
ing ambition.

stly appeared in a
r, headed, "Kissed
There was a large
hat day, the rumor
that a scandalous
a that issue.

ear lover seventeen
shall I send him for
it?" Lucy—"Send
cup, dear." Con-
g columns of some
ou cannot afford a

Another Newspaper for Anacortes: “Our friend, the enemy” have put an appearance in the shape of a large consignment of printing material, the freight alone on which will run into the hundreds. We wish them joy – great chunks of it – and only trust their path in the stormy sea of journalism may be as pleasant and smooth a one as ours has been in the past. The new paper will be known as the “Anacortes American,” and has a substantial backing. – from the Daily Progress, April 26, 1890

ing element has its boom
as realty and railroads in
The prize fight at the Club
Thursday night was an
the manly art, under the
professional slugging. Ring-
d resounding blows tend to
self assertion of man, and
combatativeness, and this
exception to the general
of the Progress reporters
Tom Barry, who seconded
d he gave the following
the fistuff. He said:

on Bros. backed West,
Bowen, to the amount of
wards on the stage, the
increased to \$100 a side.
Bowen and Paddy Ronan,
sparrer, West. Billy Mitzer
and Joe Dunovan and Dick
are the time keepers. All
Billy West was the more
er, but my man Bowen, I
ves it, and get in close, as
dles a clever left hander.
ant the rounds, do you?"

he first opened very cautious,
next they began slugging,
ng the best of it, and up to
I, I had my man, Bowen,
ght, to hold his opponent
d him to the ropes.

hish round West knocked
wn by a left-handed winder.
Bowen forced West to the
ay instructions. He had to
get the worst of it. In the
d West jumps off a chair and
wen on the nose, while the
s partly down and under the
ies of foul raised and every-
dited and demoralized for a
fense did not allow the claim.

h Bowen came up groggy, and
u get in and fight, which he
gging West; but he was weak
s. The twelfth and thirteenth
in-fighting. The fourteenth
ess he close work and clinch-



Susan Lord Currier Ornes

UW Libraries, Special Collections, UW 39816

DEATH CLAIMS

POPULAR LADY

Mrs. Susan Currier Ornes Dies at
the Dawn of Motherhood,
Monday Evening.

ANACORTES

JULY 4 1890

STEAMER SERVICE

Susan and Frederick Ornes

Susan Lord Currier Ornes was almost certainly Skagit County's first female newspaper editor and publisher – a post she attained after she married Anacortes American Publisher Frederick Ornes in 1902. Her name officially joined his in the Anacortes American issue of Jan. 1, 1903, where they are listed as Frederick Ornes and Susan Currier Ornes, "Editors." The listing continued until the end of that year, when they moved on to management of the Mt. Vernon Argus newspaper.

Born Susan Lord Currier in Concordia, Kansas, on July 25, 1871, she prepared for college in the public schools of Coupeville, Wash., in the Puget Sound Academy. She attended Oberlin College in Oberlin, Ohio, and graduated A. B. in 1895. She taught high school in Olympia, Wash., in 1895-96, was principal of Sedro-Woolley High School 1896-97, and was elected Superintendent of Skagit County Public Schools – before women had the right to vote – and served from 1897 to 1903.

In addition, she contributed articles to the Overland Monthly, and was an active champion of women's rights and the Women's Christian Temperance Union. A promoter of the circulating library movement, she was appointed by the governor to the Washington State Library Commission. Together, the couple ran the Mt. Vernon Argus until 1906 when she, with her baby, died of complications of pregnancy.

Fred Ornes continued as owner and publisher of the Argus until his death on Aug. 17, 1941. According to "Who's Who on the Pacific Coast" (1913), he was born in Manitowoc, Wisc., on March 30, 1871, the son of Mads and Marie (Magnus) Ornes, and he was educated in Manitowoc's public schools. After Susan's death, he married Mabel Hannay in 1909, at Mt. Vernon. She died in 1914, and he married a third time to Ida Ahlgren in 1925 (she survived him). Ornes was a member of the Washington State Press Association, and its president in 1911-12. He also bought the Stanwood News in 1920, but sold it the following year.

He was still affiliated with the Argus when he died Aug. 17, 1941, per an obituary notice in the Corvallis, Ore., Gazette-Times. He is buried in Mt. Vernon with Susan and Ida.

- By Elaine Walker

WEEKLY AMERICAN.

Founded May 15, 1890.

FREDERICK ORNES
SUSAN CURRIER ORNES
Editors.

Official Paper City of Anacortes

SUBSCRIPTION (Invariably in advance)

One year.....\$1.50 Six months.....75c
Three months.....50c.

Legh Freeman, the First Newspaper Man On Fidalgo Island

Western pioneer publisher Legh R. Freeman, a controversial and flamboyant figure whose life story has animated many articles and books, is one of the more colorful characters who hitched himself to Anacortes during the railroad boom era.

His Anacortes story began in 1888, when he convinced a number of property owners to give him land in exchange for his agreement to publish his newspaper, the Washington Farmer, on Fidalgo Island. The Skagit News of Nov. 2, 1888 reported that he had amassed agreements for more than 367 acres from well-known families, including Sharpe, Weaverling, Christianson, Blackington, Benn, Best, Edens and Sibley. They agreed to deed the land to him "immediately upon the first issue being made."

Freeman laid out a town site, christened it "Gibraltar," and promoted as a rival to Anacortes as a potential railroad terminus. Neither place became a transcontinental hub, but the railroads that did come chose Anacortes, dashing the dream of Gibraltar. Over the years even the name disappeared (except for the road named Gibraltar, an alternate spelling) when the town was renamed Dewey.

Legh (pronounced "Lee") was a native Virginian who served as a Confederate Army telegraph operator, often working behind enemy lines. After his capture, he swore allegiance to the Union and was sent to serve the remainder of the Civil War in the West. After the war, he bought an old printing press in Fort Kearny, Neb., and with his brother Frederick published the Kearney Herald. They soon hit upon a formula of moving their printing plant from one railroad construction camp to the next, publishing the Frontier Index. Anacortes eventually was the western terminus of their journey – if only a temporary one.

The Index's outspoken motto was "Independence in all Things; Neutrality in Nothing." The newspaper featured news fresh off the telegraph, glowing promotional accounts of the paper's current home location, and fanciful tales of the exploits of Legh's frontiersman alter ego – the fictional General Horatio Vattel. Papers were spiced with gossip and invective against people of other races and religions, and those who crossed Legh Freeman.

Legh's scathing content was summarized by the Encyclopedia of the Great Plains, University of Nebraska-Lincoln: "In his editorials he vociferously attacked Mormons, Chinese, Indians, politicians, opposition editors, construction-camp lawlessness, and President Ulysses S. Grant." One 1868 editorial,

mining. In 1876 he and his wife Ada took up journalism in Ogden, Utah, but within three years he was run out of town. The family aimed for Butte, Montana, but Ada was killed by an accidental shotgun blast en route. He revived the Frontier Index for a time, then established the Washington Farmer in North Yakima on Sept. 20, 1884.

Four years later, he was romancing Fidalgo Island. The Skagit News sourly reported the terms of his transaction with Fidalgo Island landowners, noting that he would own the land, but could pull out for "pastures fresh," as soon as he printed a single issue. The News pondered that it was unclear how the parties, some of whom lived miles from the newspaper's location, would benefit from the arrangement, concluding "the Farmer man is evidently a sharp one on the trade."

It was not many years before the North Yakima Herald slyly repeated rumors that the people of Gibraltar "stand ready to double the bonus if he will move away." The Washington Farmer officially moved Gibraltar to Fidalgo Island in August of 1889. The timing was good – The Northwest Enterprise had closed in February, 1889, and the Daily Progress and the Anacortes American were still months from launching. The location, however, was a bust, and Freeman had to watch Anacortes burst into a boomtown, just a few tantalizing miles away. Naturally, he declared victory, claiming credit for it all. He wrote (as quoted by the Puget Sound Mail) that the city should erect a statue of him, where they should annually thank the Deity for his enterprise, foresight and patriotism.

Legh was an amusing topic for the region's other newspapers to chew over. Several of his wild claims (fake news?) from that era have survived, such as his insistence that the Washington Farmer had 1.5 million subscribers. Another was that he was a descendant of the Vikings, and thus entitled to ¼ of the earth's surface. He billed himself as the first newspaperman on Fidalgo Island – a claim Amos Bowman would certainly have disputed. When he ran for U.S. Senate in 1910, he told an Anacortes American reporter that he wanted to be buried at the top of Mount Erie.

In 1892 he moved his family and newspaper from the inactive Gibraltar townsite into Anacortes, and his brother Frederick joined them to sell real estate and to resume their business partnership.

The Anacortes Museum has not yet located any issues of the Washington Farmer, but a Freeman biographer reported that it covered topics appropriate to its name, with sections on agriculture, livestock, turf, orchards, gardens, poultry, bees, forestry, dairy, irrigation, veterinary and home issues. Advertisers included several railroads, hotels,



Legh R. Freeman



The new sloop yacht American which is been in course of construction in the American building for some months, was launched from the beach at the foot of O Avenue. Despite the rain a large crowd gathered and waited to witness the event. The proverbial bottle of champagne was cracked over her stem as she went down the ways by Mrs. Boynton who was successful in demolishing the bottle, keeping her position on the slippery deck and holding her umbrella nearly erect during the trying moment.

—from the Anacortes American, May 19, 1892

pected.

Launch of the American.

On Monday last the new sloop yacht American, which has been in course of construction in the American building for some months, was launched from the beach at the foot of O avenue. Despite the rain, a large crowd gathered and waited to witness the event. The proverbial bottle of champagne was cracked over her stem as she went down the ways, by Mrs. Boynton, who was successful in demolishing the bottle, keeping her position on the slippery deck and holding her umbrella nearly erect during the trying moment. The American takes to the water very gracefully, and her builders, Messrs. Boynton and Gage have received many compliments for her pretty lines and the general excellence of her construction and finish. She is 33 feet over all, 9 feet beam and 30 inches draft, and is built entirely of native woods—fir, spruce, cedar, yew, etc., with the exception that California redwood is used in her decks and cabin. Today she is being fitted with her spars and sails preparatory to leaving with the rest of the fleet tomorrow or Saturday to enter the races at Victoria on the queen's birthday.

Yacht Club Meeting.

EXTRA

Anacortes



Museum

EXTRA

1305 8th St.

Anacortes, Washington

To preserve and interpret the history of Fidalgo and Guemes islands

Wednesday, March 13, 2019

4:00 P.M.

McNarys' Mercury & Post's American headline early 20th century newspapers

Newspapers and editors came and went at a rapid clip in the first years of Anacortes history, but early in the 20th century two separate journalistic forces endured for decades. J.M. Post guided the Anacortes American from 1907 to 1930 while Margaret McCary operated the Anacortes Daily Mercury through evolving names from 1915

to 1950. Both papers operated at many locations, but all of them near the intersection of 6th Street and Q Avenue, home of the Anacortes American since 1916.

City Hall actually moved nearer to the epicenter of local journalism when it relocated to the former Elks Lodge at mid-century.

E.

NO. 14.

HUMOR.

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is a good subject

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be revered by all.
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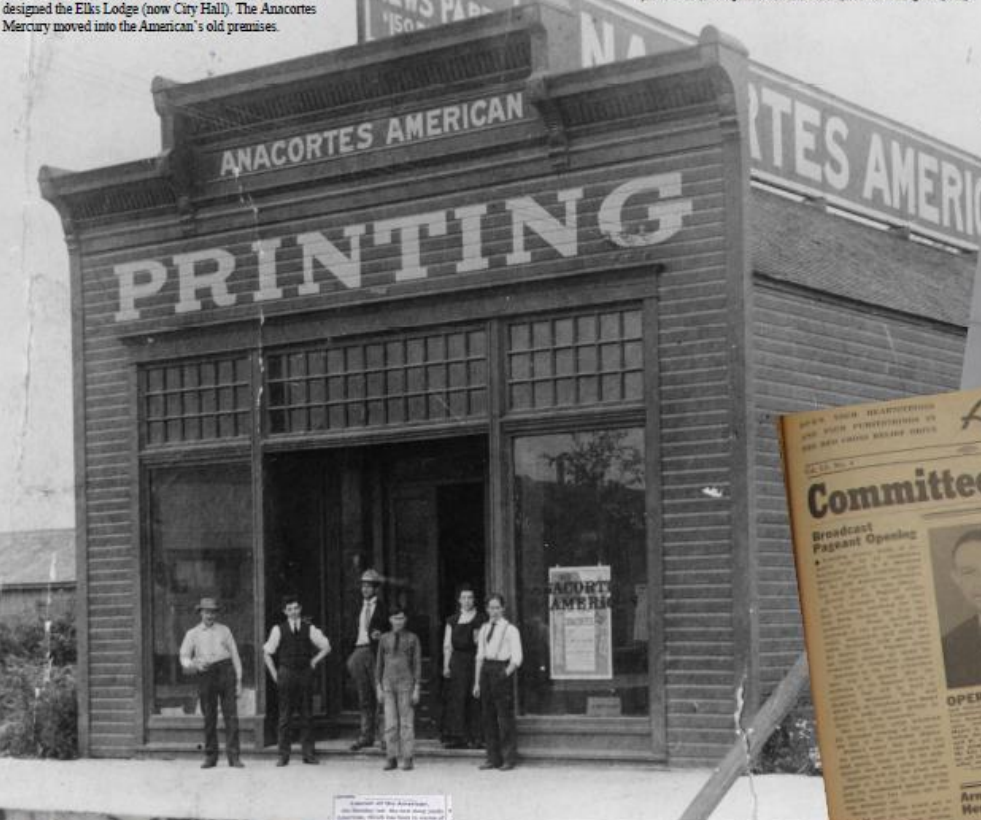
ear lover seventeen
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4?" Lucy—"Send
sup, dear." Con-
columns of some
u cannot afford a

John Morton "Jim" Post, the Anacortes American's longest serving editor and publisher, was born into a publishing family. Considering it a calling, he stayed in the business almost half a century, ending his career only a few weeks before his death in 1930.

Post took over as the American's sole owner and publisher in November, 1907, and remained in that position for 23 years. He purchased lots at the corner of 6th and Q in May, 1910, and in 1916 he was able to move the entire enterprise to a new fireproof building, custom designed for him by L. A. Farmer, the architect who designed the Elks Lodge (now City Hall). The Anacortes Mercury moved into the American's old premises.



From above: The Anacortes American office at 6th & Q in the 1910s. The man at left is probably publisher John Post, according to Walter Fink. Elizabeth Crocker is the woman standing second from left.



The new slough yacht American which is seen in course of construction in the American building for some months, was launched from the beach at the foot of O Avenue. Despite the rain a large crowd gathered and waited to witness the event. The powered launch of champagne was crashed over her stern as she went down the ways by Mrs. Boynton who was successful in demolishing the bottle, keeping her position on the slippery deck and holding her martini nearly erect during the trying moment.

—from the Anacortes American, May 19, 1902



Member of the Anacortes American, which has been in the hands of the same family for over a century, was launched from the beach at the foot of O Avenue. Despite the rain a large crowd gathered and waited to witness the event. The powered launch of champagne was crashed over her stern as she went down the ways by Mrs. Boynton who was successful in demolishing the bottle, keeping her position on the slippery deck and holding her martini nearly erect during the trying moment.



(Left photo) The Anacortes American occupied this building in the vicinity of 11th Street and M Avenue when it opened for business in 1908. Later the American moved to a location at Fourth and Commercial, then shared a building at Eighth and Commercial, then moved to 612 5th Street (large photo above left) before it found its current home at Sixth and Q (large photo above right) in 1916 it relocated to 915 6th St. — the site just vacated by the Anacortes American.



Constance Root moved the ANACORTES AMERICAN from 1919 until May 1920, when he sold the newspaper to Walter Fink. Root was a journalism teacher at the University of Washington, a photographer and a member to Walter Fink. The 1940 city directory listed Root's occupation in Anacortes as the newspaper, but his private address was in Seattle. In 1936, Root was piloting his private plane back to Washington from a trip to California when the plane crashed in Puget Sound. He, his wife and her son were all killed.



"The only daily paper covering Fidalgo Island"

The Anacortes Citizen was founded c. August, 1906, by Editor and Publisher J. D. Quillen. On Jan. 6, 1910 the American wrote that Quillen had sold the paper to "reported" purchasers who included C. D. Beagle, Douglas Allmond and Gus Hendler. Wilson E. Shaw, former proprietor of the Anacortes Business College, became the editor. A few different owners came and went before Joseph and Margaret McNary purchased the Anacortes Citizen from Joseph G. Tuttle in November 1915. At long last, the Citizen had publishers who were there to stay.

The McNarys launched a second weekly, the Anacortes Mercury, c. 1926. They merged the two papers, creating the Daily Mercury-Citizen, which debuted on March 26, 1927. They named it as "The only daily paper covering Fidalgo Island." Later the paper was known as the Anacortes Daily Mercury.

The relationship of the McNarys, complicated at best, deteriorated over the years. By 1940 they lived separately and communicated at work only through notes. A divorce decree divided up their assets, acknowledging Margaret's personal investment in the business. By 1942, Joseph was unable to pay his share to her, and he departed Anacortes, leaving no forwarding address.

Margaret Hamilton "Maggie" McNary was a major force in Anacortes journalism

for almost half a century, although most old histories tend to give the lion's share of credit to her husband, Joseph. The McNarys purchased the Anacortes Citizen newspaper in 1915, then started a second weekly newspaper, the Anacortes Mercury, c. 1926. About a year later they combined the two papers to form the Daily Mercury-Citizen, which debuted on March 26, 1927. Maggie Pank, who started his journalistic career at the Mercury in 1941, describes the couple as "equally memorable, feisty and strong minded."

Margaret's domain was the office, where she worked as reporter, news editor, proofreader, office manager, newsboy minder and bookkeeper. Joseph ran the composition room, requesting funds from his wife for payment of bills as needed.

"Active and deeply interested in all civic and cultural affairs, she spear-headed and supported through her newspaper many projects for city improvement during the years she served as publisher of the Daily Mercury," according to her obituary in the Anacortes American. Some of her significant affiliations include the Association of American Pen Women, the national journalistic honor society Theta Sigma Pi, officer, Washington State Federation of Women's Clubs, Music Department, charter member Anacortes Business and Professional Women's club, and active member and long-time organist of Christ Episcopal Church. In an era when Rotary was for men only, she served many years as a "Rotary-Ann," and was pianist for all Anacortes Rotary Club meetings.

Margaret was born at Topeka, Kansas, Dec. 15, 1870. She married Joseph in about 1905 and by 1910 had borne and lost one child, according to the U.S. Census. With no other children in the couple's future, she poured her considerable talents into her newspapers.

The marriage did not fare well. Joseph finally left Anacortes in 1942, leaving her as publisher of the Daily Mercury. She ran it herself another nine years, until, at age 81, she closed the paper and retired. She died in Anacortes on Aug. 8, 1960, at the age of 90.



representatives of Anacortes...
men.
of the industrial committee
the purpose of the gather-
of the city interested in home
is to promote a city-wide
that temporary arrange-
ments call for the erection
if possible of a model home
to be used in connection
with the housing exhibit. This
home would be built using the use
of local materials as far as possible
and local help and the building
procedure step by step would be
promoted so as to show the com-
munity the methods of home build-
ing.

In connection with this exhibit
of home furniture and other
equipment would be held.
"Home building," said Dahlstedt,
"is one of the basic elements in
any community and it will be the
endeavors of the various groups
sponsoring the housing exhibit to
promote more and better home
building throughout Anacortes."
Full details of the housing plans
will be announced as soon as ar-
rangements have been completed.

Vote On New Pulp Contracts
Fifteen thousand members of
Pulp Sulphite and Paper Mfr's
workers union, A.F. of L. were this
week voting in Portland, Oregon
on contracts tentatively reached
with thirty paper mills in Oregon,
Washington and California.
The agreement provides for a
union with full pay to

about the face
to a wreck on the highway.
had collided and Ther-
happened along about that
bumped the wrecked
lass from a broken wind-
it his face badly.

MOBILE COLLISION
Mrs. B. J. Norman had
on the automobile of
M. Scheffhauer at
yesterday it was
run into by a pass-
Mr. and Mrs. Scheff-
visiting here at
one, 1829 Commer-
Norman had accom-
me to spend the
was injured.

MYSTERY
The arrest of a
man in connection
with the murder of
a woman in the city
of Portland, Oregon,
last week, has been
announced by the
Portland police de-
partment.



Margaret Hamilton "Maggie" McNary

was a major force in Anacortes journalism for almost half a century, although most old histories tend to give the lion's share of credit to her husband, Joseph. The McNarys purchased the Anacortes Citizen newspaper in 1915, then started a second weekly newspaper, the Anacortes Mercury, c. 1926. About a year later they combined the two papers to form the Daily Mercury-Citizen, which debuted on March 26, 1927. Wallie Funk, who started his journalistic career at the Mercury in 1941, describes the couple as "equally memorable, feisty and strong minded."

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Press room of the Anacortes American at 6th & Q location in the 1920s. The man at left is probably publisher Jim Post, according to Wallie Funk. Elizabeth Dwelley is the woman standing second from left.

ANACORTES HIGH SCHOOL

Publishing Newspapers for over 100 Years:

Anchor, Skyrocket, Ghost Sheet, Sea Hawk



ORIGINAL SEAHAWKS

The February 5, 1925 edition of the A.H.S. newspaper, *The Anacortes Skyrocket*, contained an editorial simply headlined "A Name."

"Have you ever thought that the A.H.S. teams should have a name? The school has come to the place where such a thing is necessary. There are the Bulldogs, Cougars and Tigers; so it remains for the A.H.S. to complete the list with a distinctive name of its own. We favor the name "Sea Hawks," because it suggests speed, strength, certainty and fighting spirit."

This was the beginning of the Anacortes Seahawks—the first known Sea Hawks team in the galaxy—which eventually also became the name of the student newspaper. For A.H.S. students, initially "Seahawk" had less to do with birds than with cinematic pirates, namely the silent film *The Sea Hawk* released on June 14, 1924. Within seven months of the film debut, its name had been adopted by the students of Anacortes High School for its athletic teams. Within a few years, the pirate theme was replaced by the osprey as the emblem of Anacortes High School.



The Guemes Beachcomber

Volume I.

ANACORTES, WASHINGTON, APRIL 1, 1916.

Number 6

HONEYSUCKLE HISTORIC FARM

ONE OF THE BEAUTY SPOTS OF GUEMES WHICH ATTRACTS WIDE ATTENTION.

Honeysuckle farm, one of the neatest kept and most beautifully located farms on Guemes Island, is situated on the south side waterfront and lies directly across the channel from the city of Anacortes. Whether this claim, consisting of fifty acres, was taken up as a homestead or pre-emption by Timothy Mangan, or whether it was a commuted homestead, we have been unable to ascertain, but the abstract held by John Kidd, present owner of the place, dates back thirty-three years to Timothy B. Mangan, who was among the first settlers and one of the first merchants to operate a store and trading post on the island.

Honeysuckle farm, or Honeysuckle cottage, was so named by Mrs. Flora Mangan, one of the noblest types of American womanhood that ever breathed the pure air of pioneer days, a lady whose memory is now and will ever be held dear by the inhabitants of Guemes Island.

Honeysuckle farm was cultivated and managed by Mrs. Mangan through all the years of her widowhood and more successful manager could not have been selected from the entire population of Puget Sound. The Mecca of a summer visitor, the shelter and the fisherman are today who have a green spot, a lasting affection for the hostess of Honey- apple cider—when it's mixed with alcohol. He doesn't run to orange-ade and grape juice and the like, but he'll take a little lemonade "Weatherbeaten," he gets out among the raps and he searches all the lockers till he's very nearly "bugged." He says he wants an oil can to oil his signal horn, but he's searching for a fellow whom they call John Barleycorn. He hasn't met John Barleycorn so often.

of Mrs. Kidd, to the manage- who has greatly ne non-

WEATHERBEATEN BENSON A. T. C.

By Charley L. Gant.

Weatherbeaten Benson, who sails the Mary D, and tows a lot of logs and things around about the sea, was here in town the other day with Bill, his engineer, but they had to juggle cider slips instead of lager beer. Hugh Gilmore and McAllister who flirt with Mary C., quite often go with Benson on a little life-staff spree; but Joe Perkins and Al Gilmore who run the Swinomish are getting used to water and they take it like a fish. There Teddy of the Tilakum and Sweeney of Irone, who think this prohibition law is something mighty mean, and the boys from the Olympia and Henry Baker, too, fill their tummies with Tumwater, but they'd rather have the brew. But this "Weatherbeaten" Benson, that's the gink who makes me sore; also Dave McKanna, Cotton Queen and Lizzie Moore and it gives the lots of pleasure just to give them all a whack when they're out with beating back. Brown Gravy George who used to keep his gully nice and clean, along with Neekie Billy and a cook called "Seldom Seen," who worked with "Baked Bean Billy" in the days of "Slacker Jim."

There was "Pia Soup Billy," don't know what became of him, but along with "Weatherbeaten" they were all a sight to hear and about the only songs they'd sing were love and lager beer. Now "Weatherbeaten" Benson isn't very strong on pop, he curls his lip at life-staff and calls that platoon ship. He hates Jamaica ginger but now and then he'll fall for a little apple cider—when it's mixed with alcohol. He doesn't run to orange-ade and grape juice and the like, but he'll take a little lemonade "Weatherbeaten," he gets out among the raps and he searches all the lockers till he's very nearly "bugged." He says he wants an oil can to oil his signal horn, but he's searching for a fellow whom they call John Barleycorn. He hasn't met John Barleycorn so often.

PRINCE RICKABY ON LONG VOYAGE

SILENT REAPER CALLS FAITHFUL FIRST MATE OF THE GUEMES FERRY.

Once again the silent reaper has crossed an Anacortes threshold and removed therefrom one who for seventeen years has been a faithful companion, "a friend that sticketh closer than a brother," the one true sympathizer with you in your hours of sorrow and rejoice with you when life flowed by like a song. The touch of your kindly hand was sunshine to him; the kind words spoken were as golden sunsets mingling their gorgeous dyes with a peaceful and opalescent sea; as balmy zephyrs of health kissing the pale cheeks of a convalescent; as the rustle of an angel's wing to a world-weary soul passing into the blissful bright forever.

Prince Rickaby was 17 years of age and from babyhood possessed the most amiable of dispositions. He never complained of waiting and never wearied of watching. When left on shore he watched as would a lighthouse keeper, and always greeted with gladness the return of the companion. He paced the decks of the Echo and watched the construction and was a faithful deck hand on the little Sunny Jim. He was first mate on the launch Elk and an honored guest on the Elk II, and few were the seafaring men who made port in Anacortes but knew and loved Prince Rickaby because of his hearty welcome to the dwellers on the sea. He hailed with delight their arrival and bade them bon voyage upon departure. He tried to be a good fellow and he was; but his sails are furled, he has taken the last great voyage upon that unknown deep, but he went like a master mariner, he stayed with the ship until the dark waters covered her masts and peace came, peace eternal from whose joyous slumbers no breakers can awaken the slumberer.

OUR APOLOGY TO THE THEATRE

We just couldn't help roasting the Koast Comedy Kompany last week if we had wanted to do so, because the other fellow did it for us, but his views were just like "ourn" and we let 'er go. We didn't like to do it, because the Empire theater is the best theater Anacortes ever had and the Koast company was the first rotten company they ever booked and they have booked hundreds of reels and we would like to say—gee whilkins but that was a rotten show—that we are proud of such a fine show house, proud of it's able management, it's courteous treatment and square shooting with its patrons and we want our readers to bear in mind that—"O, mamma, but that Koast Comedy bunch was the limit—ninety-nine per cent of shows given at the Empire are the highest class in the land but by the lord Sunie when it comes to a punk pack of putrid pelicans, the Koast Comedy Kompany were the weary Willie wizards of the western world, but that was not the fault of the Empire and what we started out to do was to bring our apologies—"How Many"—and beg to place them on a slide. Let us forget it—What's the turn—is the trend of the memory of the Koast Comedy Kompany.

ATHENE CLUB TO GIVE THEIR FIRST ANNUAL BALL

The members of the Athene club of Anacortes have perfected arrangements and will give their first annual grand ball on Tuesday night, April 4th, at the Pavilion. The club has secured a six-piece union orchestra to furnish the music for the occasion and are thus enabled to guarantee the very best and latest dance music to those who participate.

This being their first effort at an entertainment of this nature, the ladies are extremely anxious that

Charley Gant's world-view may have reflected an unconventional life that began in Nashville in 1867. Claiming to have run away from home and a tyrannical stepfather at age seven, Gant later taught himself to read. Over the years he devoured history, philosophy, and the classics, wrote hundreds of poems, and eventually learned the printing trade.

As a roving newspaperman, Gant made his way west. In 1904, he became editor of the *Anacortes American*. After stints on several other papers, Gant came to Guemes Island in 1912 and edited *The Tillikum*. The newspaper was only about a year old when Gant apparently went on a bender. Departing Guemes after *The Tillikum* failed, Gant returned in 1916 to edit the *Guemes Beachcomber*, a paper "Published every Thursday in the Interests of the Heartbeats of Humanity."

In his newspapers, Gant called it as he saw it in technicolor phrases. Anacortes pioneer Gus Hensler noted that Gant hated "only sham and humbug." If that meant someone needed to be scolded as "a blistering, blustering, barnstorming, blue-bottling, blatherskite," Gant was by-god up to it.



The Weather

Monday: Partly cloudy, with a chance of rain. High 65, low 45. Tuesday: Partly cloudy, with a chance of rain. High 68, low 48. Wednesday: Partly cloudy, with a chance of rain. High 70, low 50. Thursday: Partly cloudy, with a chance of rain. High 72, low 52. Friday: Partly cloudy, with a chance of rain. High 75, low 55. Saturday: Partly cloudy, with a chance of rain. High 78, low 58. Sunday: Partly cloudy, with a chance of rain. High 80, low 60.

In Short—

Demo Meeting

Students of the University of Washington will hold a demonstration to protest the Vietnam War on the steps of the Old Chapel building, Monday, August 11, at 10 a.m. The demonstration will be held at 10 a.m. on Monday, August 11, at the Old Chapel building.

Reminder

The American Chamber of Commerce will meet next Monday night at the Old Chapel building. The meeting will include a banquet and a business session. The meeting will be held at 7 p.m. on Monday, August 11, at the Old Chapel building.

Ad Correction

An advertisement appearing in the American Bulletin yesterday was erroneous. It stated that the Seattle Fair was to be held at the Seattle Fair grounds. The correct information is that the Seattle Fair is to be held at the Seattle Fair grounds.

AMERICAN BULLETIN

Vol. 6 August 7, 1956 No. 195

Bushman's Holiday—

Little Leaguers Take Trip, Watch Rainiers' Night Game

By CHUCK ZIMMER

The Little League baseball team from the Rainier neighborhood of Seattle will spend a busy holiday in the city of Seattle. The team will travel to the city of Seattle to watch the Rainiers play a night game. The team will be accompanied by their coaches and parents. The team will be staying at the Rainier Hotel. The team will be leaving for Seattle on Monday, August 11, at 10 a.m. The team will be returning to Seattle on Wednesday, August 13, at 10 a.m. The team will be staying at the Rainier Hotel.

Magnuson On Island Tour; Langlie Due

Continued on Page 1

RIP CHORDS WIN ON GODFREY SHOW

Continued on Page 1

Mount Vernon Man Drowns In Skagit

Continued on Page 1

Quartet Given \$2,000 Week Of Appearances

Continued on Page 1

Recruit Trained

Continued on Page 1

Veneer Plant Makes Repairs

Continued on Page 1

Skagit Fair Adds Two Tents For '56 Exhibits

Continued on Page 1

Who's this Faith? She was the long-time society editor of the American (back then all women's news was classified as "society") and Faith could turn it out voluminously on her typewriter with one hand, the other working on a crossword puzzle. She literally knew the name of everyone in town and knew not only the spelling, but the genealogical lineage that went with it—a priceless advantage in the editorial side of newspapering. We recall Faith's social stunts were replete with meticulous details of hotel showers, weddings, funerals (A.K.A. "dinner colations"), evenings of bridge, what and pinocchio and round tables a complete listing of who went to the out. The latter could provoke envious reaction if everyone in your block was asked and you weren't.

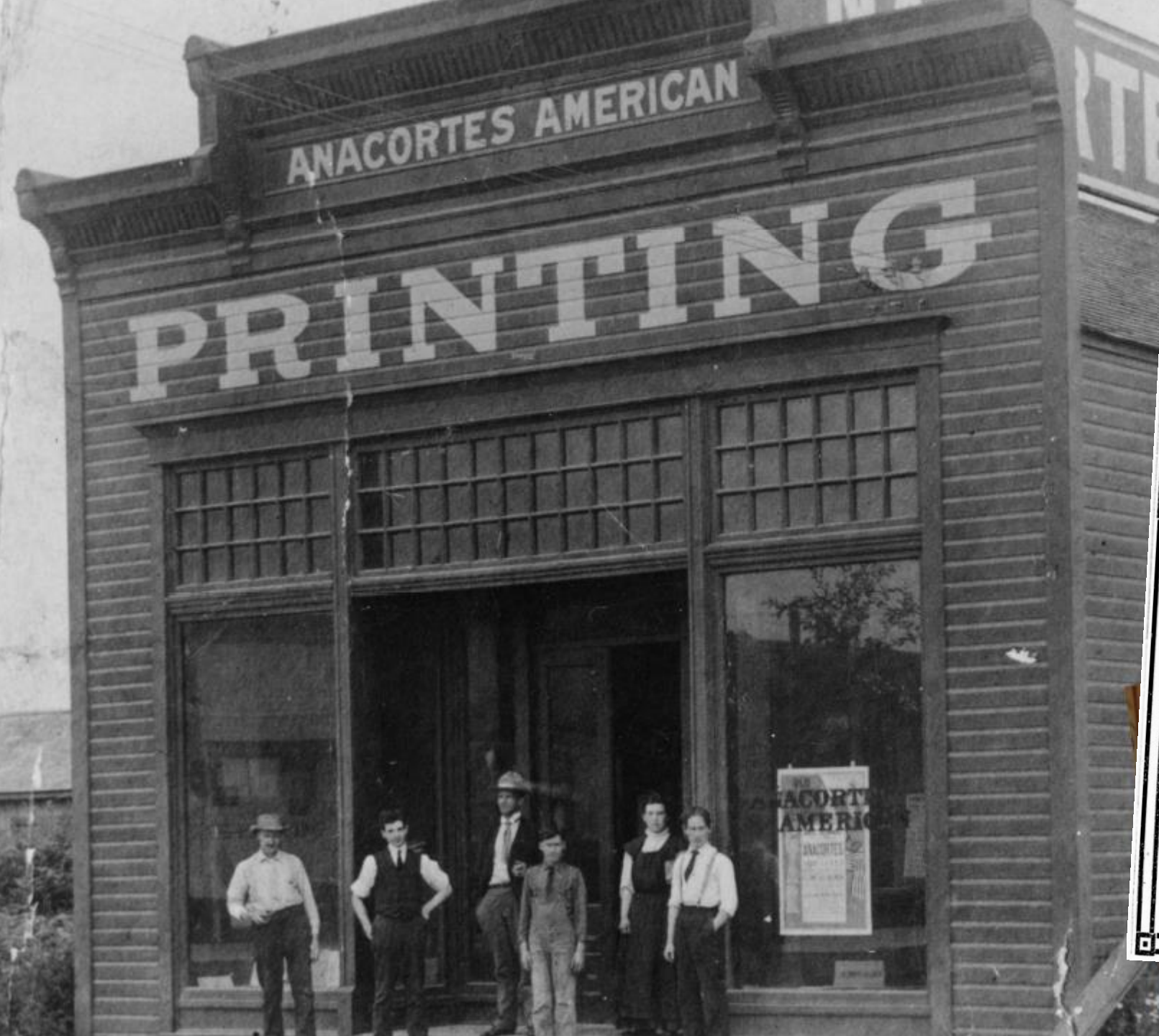
The rest of the story is pretty well known. The American changed hands (in 1950) with John Webber and Wally Funk purchasing the interests of Corwin Kent. They did a "Daily Progress" member on the A.A., engineering it with the American Bulletin, a four-day-a-week tabloid, a move that industry peers decried "lame."

Another "year" declared Associates "the heartbeat of Washington State journalism. (The American Bulletin) will be buried within a month."

First published in October 1950, it lived through Dec. 31, 1961, at which time the American's editor at the time, Wally Funk, sold the paper to the Hearst Corporation. The paper was then sold to the Hearst Corporation, which has been in charge of the Herald and American ever since.

In years of service, Art Olson, a 1928 graduate of American High School, holds the record for longevity at the American. He came from the AHS to the newspaper, and in 31 years was the greatest from printer's devil, to press operator, to copy reporter, head of circulation department, to ad salesman. The Bulletin was distributed by carrier under the direction of Art Olson, the jack-of-all-journalism-trades didn't know a man he didn't like.

"Look out your front window," ordered the voice on the other end of the line. We lived then in the 1200 block on 12th Street, a couple of blocks down from Wilbur School. We looked due north. From a distance of more six blocks away we stared directly into an A-bomb-like cloud of fire and smoke. It was General Motors, Inc., going up in flames. The American's staff wasn't a big one, but it was up the chain. Quickly assembled at the scene of the fire, at the foot of K overlooking Chasman Channel, firefighters were alerted out—even to newspaper Art Olson. The fire was a big one and damage would take into the hundreds of thousands of dollars—1957 dollars.



EXTRA

Anacortes



Museum

EXTRA

1305 8th St.

Anacortes, Washington

Wednesday, March 13, 2019

4:00 P.M.

Spring into Anacortes History

- 3/13 Early Years of Anacortes Newspapers Exhibit opening—4PM at the Carnegie Gallery
- 3/20 Anacortes Newspaper History presentation by Bret Lunsford—7PM Anacortes Library
- 3/21 Anacortes Veneer history project group meets at Maritime Center, 703 R Ave. at 1 PM
- 3/27 History Club meets Anacortes Museum, 4PM
- 4/6 W.T. Preston open weekends in April & May
- 4/10 PNW Radio History with Feliks Banel at 7 PM Anacortes Public Library
- 4/24 History Club meets Anacortes Museum, 4PM
- 5/4 Museum FilmFest: Teen Focus
- 5/22 History Club meets Anacortes Museum, 4PM
- 6/1 W.T. Preston Artist in Residency Begins
- 6/7 Images of Anacortes Newspaper History on display in June at Pelican Bay Books

Exhibits and education programs at the Anacortes Museum are supported by funding from the Anacortes Museum Foundation



No Treadle to Answer Questions

museum.cityofanacortes.org

EXTRA



EXTRA

Anacortes

Museum

1305 8th St.

Anacortes, Washington

Wednesday, March 13, 2019

4:00 P.M.

The Early Years of Anacortes Newspapers

This new exhibit at the Anacortes Museum calls attention to the role of newspapers and journalists on Fidalgo Island. We are also celebrating the new online availability of the first 40 years of Anacortes newspapers. These are made available by a joint effort of the Anacortes American, the Anacortes Museum and the Washington State Library, with financial support from the Anacortes Museum Foundation and the Skagit Community Foundation.

Anacortes was founded by a journalist whose wife's name, "corrupted in the interest of euphony," was officially bestowed—140 years ago—on our post



Anacortes American paperboys are (left to right) John Nesbitt, Dick Iversen and Jimmy Williamson.



City Council Contract Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 7c

Subject: Contract Award – WTP Controls Modifications Project – Engineering 19-031-WTR-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$47,000.00 to HDR Engineering, Inc. to perform the Water Treatment Plant Controls Modifications Project. The work under this contract is identified as Phase 1 and will include creating Revised Control Loop Descriptions for the Ballasted Sedimentation System, provide Process Engineering Support of Control and Communication Modifications, and provide management and administration to facilitate the scope and services provided by Quality Controls Corporation (QCC).

Background:

1. **History:** The City of Anacortes Water Treatment Plant has extensive instruments, controls and communications interfaces with the WTP's supervisory control and data acquisition (SCADA) system that enables the all critical treatment processes to be operated automatically or manually, when needed. This system has performed well for the most part, but the City has identified several aspects of the system that require modifications to provide for more robust, fail-safe control under all operating conditions. Recently, the WTP has experienced some problems with loss of communications and control between the ballasted sedimentation (Actiflo) pre-treatment system controls and the WTP's SCADA system. These problems occurred after switching the WTP power source from utility power to standby power and back to utility power. Modifications to some hardware components and programming are anticipated to rectify these problems and will be Phase 1 of the project. The need for improvements to enable better manual control of the filters, chemical feed systems, and the high service pumps have also been identified. Modifications to the controls for these systems will be implemented in follow-on phases, if the City so chooses.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$47,000.00.
 - The period of performance under this Agreement is from inception through December 31, 2019.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-031-WTR-001 with HDR Engineering, Inc. in the amount of \$47,000.00 to perform the WTP Controls Modifications Project - Engineering.

Alternative Actions: Not award the contract, risk continued loss of communications and control at the WTP.

Attachments: Contract 19-031-WTR-001

Contractor	HDR Engineering, Inc.
Contract Amount	\$47,000.00
Earmarked Funds	\$400,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2019



AGREEMENT 19-031-WTR-001
Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

WTP Controls Modifications Project - Engineering

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

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant will perform the preliminary engineering for the WTP Controls Modifications Project. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Jeff Marrs, who may be reached at (360) 428-1598, or by email at jeffm@cityofanacortes.org.
2. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Forty-Seven Thousand Dollars (\$47,000.00)**.
3. **Period of Performance.** The period of performance under this Agreement is through December 31, 2019.
4. **Payment Terms.** Progress payments for work shall be made according to the billing rates as listed in Exhibit B, which is hereby made a part hereof and incorporated by reference.
5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –
 - (1) of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this Agreement,; or
 - (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org.

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

7. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents

prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

8. Defense and Indemnity Agreement. Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

9. General and Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

10. Registered or Licensed Consultant. The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

13. Discrimination Prohibited. During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

15. The City's Right to Terminate Agreement.

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement 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 Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

20. Disputes

A. General

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

B. Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10

days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

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

D. Dispute Resolution

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

21. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

22. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

26. **Notices.** Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes
Attention: Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

Notices to the Consultant shall be sent to the following address:

HDR Engineering, Inc.
Greg Pierson
500 108th Ave NE, Suite 1200
Bellevue, WA 98004

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

Signature

Date _____

Printed Name

Title

Date

**CITY OF ANACORTES CONTRACT 19-031-WTR-001
EXHIBIT A**



Scope of Services

**City of Anacortes
WTP Controls Modifications Project**

Engineering Services

January 15, 2019



Contents

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ATTACHMENT A

SCOPE OF SERVICES

BACKGROUND

The City of Anacortes (“City”) water treatment plant (WTP) has extensive instruments and controls (I&C) and communications interfaces with the WTP’s supervisory control and data acquisition (SCADA) system that enables the all critical treatment processes to be operated automatically or manually, when needed. This system has performed well for the most part, but the City has identified several aspects of the system that require modifications to provide for more robust, fail-safe control under all operating conditions.

Recently, the WTP has experienced some problems with loss of communications and control between the vendor-furnished ballasted sedimentation (Actiflo) pre-treatment system controls and the WTP’s SCADA system. These problems occurred after switching the WTP power source from utility power to standby power and back to utility power. Modifications to some hardware components and programming are anticipated to rectify these problems and will be Phase 1 of the project.

The need for improvements to enable better manual control of the filters, chemical feed systems, and the high service pumps have also been identified. Modifications to the controls for these systems will be implemented in follow-on phases, if the City so chooses.

SCOPE OF SERVICES

The purpose of this scope of services is for HDR to provide Engineering Services for Phase 1 of the project. HDR’s Scope of Services consists of the following tasks:

- Task 110 – Revised Control Loop Descriptions for the Ballasted Sedimentation System
- Task 120 – Process Engineering Support for Control and Communication Modifications
- Task 130 - Management and Administration

GENERAL ASSUMPTIONS

The following general assumptions apply to this Scope of Services:

1. Control and communications hardware and SCADA programming modifications will be performed by Quality Controls Company (QCC) under a separate contract with the City.
2. The anticipated duration of Phase 1 of the project is 4 months from notice to proceed (NTP).
3. The work activities described within this scope of services will be performed by HDR personnel from its Bellevue, WA and Austin, TX offices.
4. All deliverables will be submitted to the City, as applicable, in electronic formats (Adobe Acrobat PDF and/or MS Word files) via email, unless stated otherwise in the deliverable section.

5. The number of document versions (i.e. Draft & Final) are noted in the deliverables section for each Task. Unless noted otherwise, it is assumed that only one version will be provided for each deliverable.

Task 110 – Revised Control Loop Descriptions for the Ballasted Sedimentation System

Objectives:

Revise the ballasted sedimentation system control loops as necessary to provide for better control under all possible operating conditions.

HDR Services:

1. Review current operating conditions and scenarios with the City and identify specific control modifications needed.
2. Identify control interlocks within the ballasted sedimentation system control programming that result in equipment shutdowns.
3. Revise the applicable control loops (ballasted sedimentation, alum feed, coagulation polymer feed, caustic feed, and soda ash feed).

City Responsibilities:

1. Provide input on operating conditions, control shortcomings, and needs.

Assumptions:

1. Up to 13 control loops will be modified.
2. One visit to the WTP by HDR's project manager and lead I&C engineer will be required.
3. Existing control loops are accurate, available, and up-to-date.
4. QCC will provide electronic, native file format versions of the applicable PLC programs.

Deliverable:

1. Updated control loops for the ballasted sedimentation system and associated chemical feed systems. (PDR format, Draft and Final)

Task 120 – Process Engineering Support for Control and Communication Modifications

Objectives:

1. Provide process engineering support to QCC and the City during the control, communication, and programming modifications, as necessary.

2. Prepare record control loops and P&IDs to reflect the actual hardware installed and programming modifications made.

HDR Services:

1. Respond to questions and provide clarifications of the intent of control, communication, and programming modifications, as needed.
2. Provide a drawing showing signal cabling routing between the WTP master control panel (MCP) and the affected MCCs.
3. Prepare record control loops to reflect the actual hardware installed and programming modifications made.
4. Prepare record P&ID drawings to reflect the actual hardware installed and programming modifications made.

City Responsibilities:

1. Provide input on operating conditions, control shortcomings, and needs.

Assumptions:

1. QCC will provide documentation of all hardware and programming changes made.
2. Up to 13 control loops will be checked and revised as necessary.
3. Up to 10 P&ID drawings will be checked and revised as necessary.

Deliverables:

1. Updated record control loops for the ballasted sedimentation system and associated chemical feed systems. (PDF, final)
2. Updated record P&IDs for the ballasted sedimentation system and associated chemical feed systems. (PDF, draft & final)

Task 130 – Management & Administration

Objective:

Manage HDR resources and coordinate with the City to complete the assigned services within budget and on schedule.

HDR Services:

1. Manage HDR resources and coordinate with the City.
2. Maintain an actions items and decision log for the project.
3. Coordinate quality control reviews of each deliverable prepared by HDR.
4. Provide the City with project progress, budget and schedule status monthly with submission of each invoice. Status report will include percent complete and percent spent by task.

City Responsibilities:

1. Communicate regularly with HDR's Project Manager and be responsive to requests for information, direction and decisions.
2. Coordinate project efforts with City staff.
3. Review and approve invoicing.

Assumptions:

1. Phase 1 duration is anticipated to continue for 4 months. A total of 4 status reports requiring ½ hour per report are anticipated for the duration of the project.
2. Project Manager and Lead I&C Engineer to participate in up to 4 project status phone calls with City, 1-hour each.

Deliverables:

1. Status progress reports and invoices.



COMPENSATION

1. The estimated total not to exceed contract amount to complete the professional services identified in this scope of services is Forty-six thousand Dollars (\$47,000.00).
2. Professional services rendered in connection with this scope will be billed on a Time and Materials basis not to exceed the estimated total contact amount.
3. Amount in accordance with the terms and conditions outlined in the signed agreement.

SCHEDULE

The anticipated schedule for Phase 1 services is listed below assuming that NTP is received by January 15, 2019.

Phase 1 Activity	Anticipated Completion Date
Revise control loops	February 28, 2019
Prepare record control loops and P&IDs	April 30, 2019

19-031-WTR-001

EXHIBIT B

PAYMENT TERMS

Compensation for HDR's services under this Agreement shall be on the basis of the actual employee hourly rate equal to Direct Labor Cost times a multiplier of **3.2** to be paid as total compensation for each hour an employee works on the project, plus Eligible Expenses, subject to the maximum stated in Article 2. Direct Labor Cost shall mean the actual salaries and wages, (basic and overtime) paid to all personnel engaged directly on the project.

Eligible Expenses shall mean the actual expenses incurred directly in connection with the project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping and express mail, and other incurred expense. HDR will add three percent (3%) to invoices received by HDR from subconsultants. Charges for typical reimbursable expenses incurred by HDR will be at the following rates.

Miscellaneous:	Postage at cost
Travel:	IRS rate for business use of an automobile, currently \$0.545/mile Other travel expenses at cost
Copying:	At cost.
Phone:	No charge except for outside coordinated conference calls
Lodging:	Reimbursable at cost associated with travel
Meals:	Reimbursable at cost associated with travel

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the HDR's compensation as reimbursable expenses.

Water Treatment Plant

WTP Controls Modifications Project

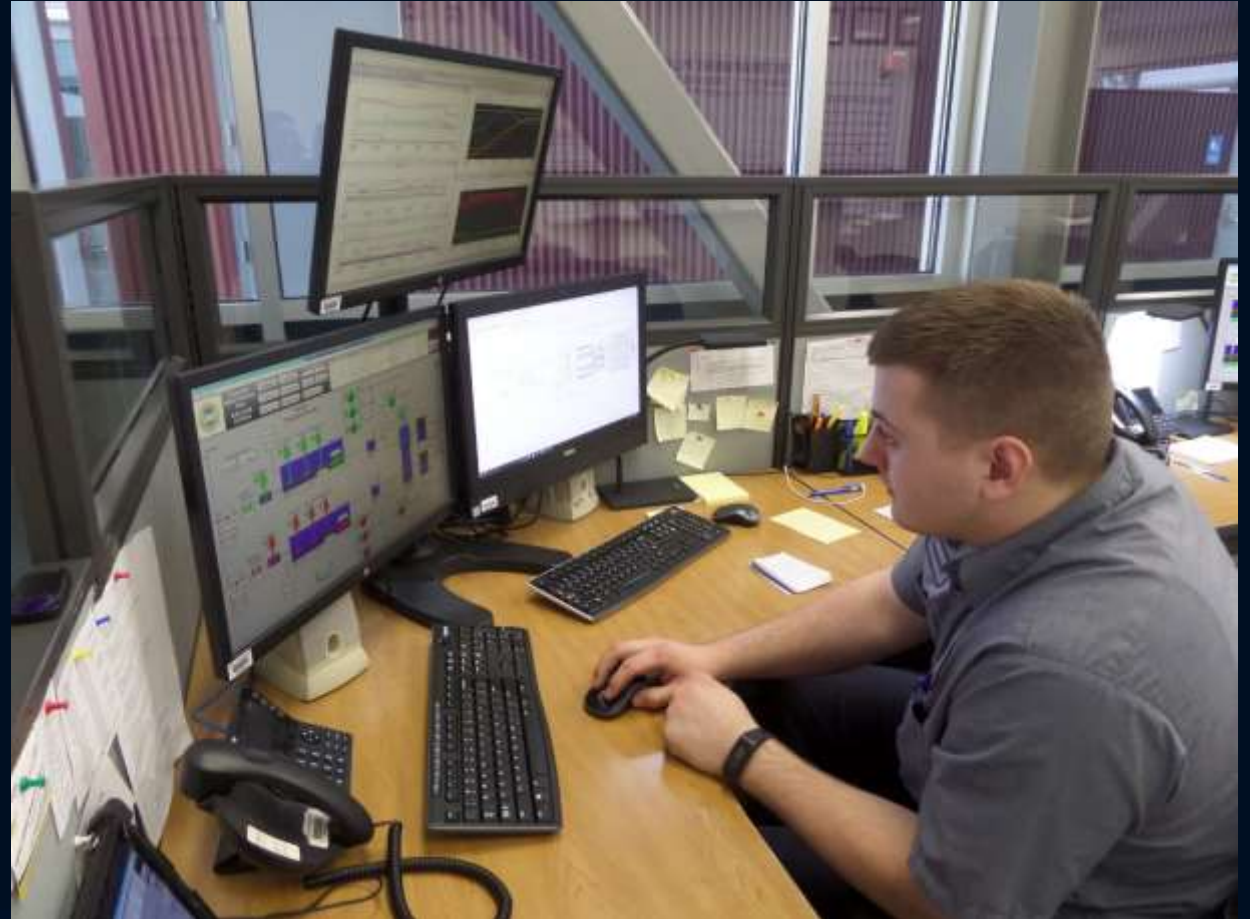
Contract #19-031-WTR-001
Contract # 19-031-WTR-002

CITY OF ANACORTES
PUBLIC WORKS



Background

- The Water Treatment Plant has an extensive instrumentation and control network that allows all treatment processes to be controlled automatically and manually as needed.
- Given the size and complexity of the facility, monitoring through the use of our SCADA (Supervisory Communication and Data Acquisition) system is critical to plant operations.



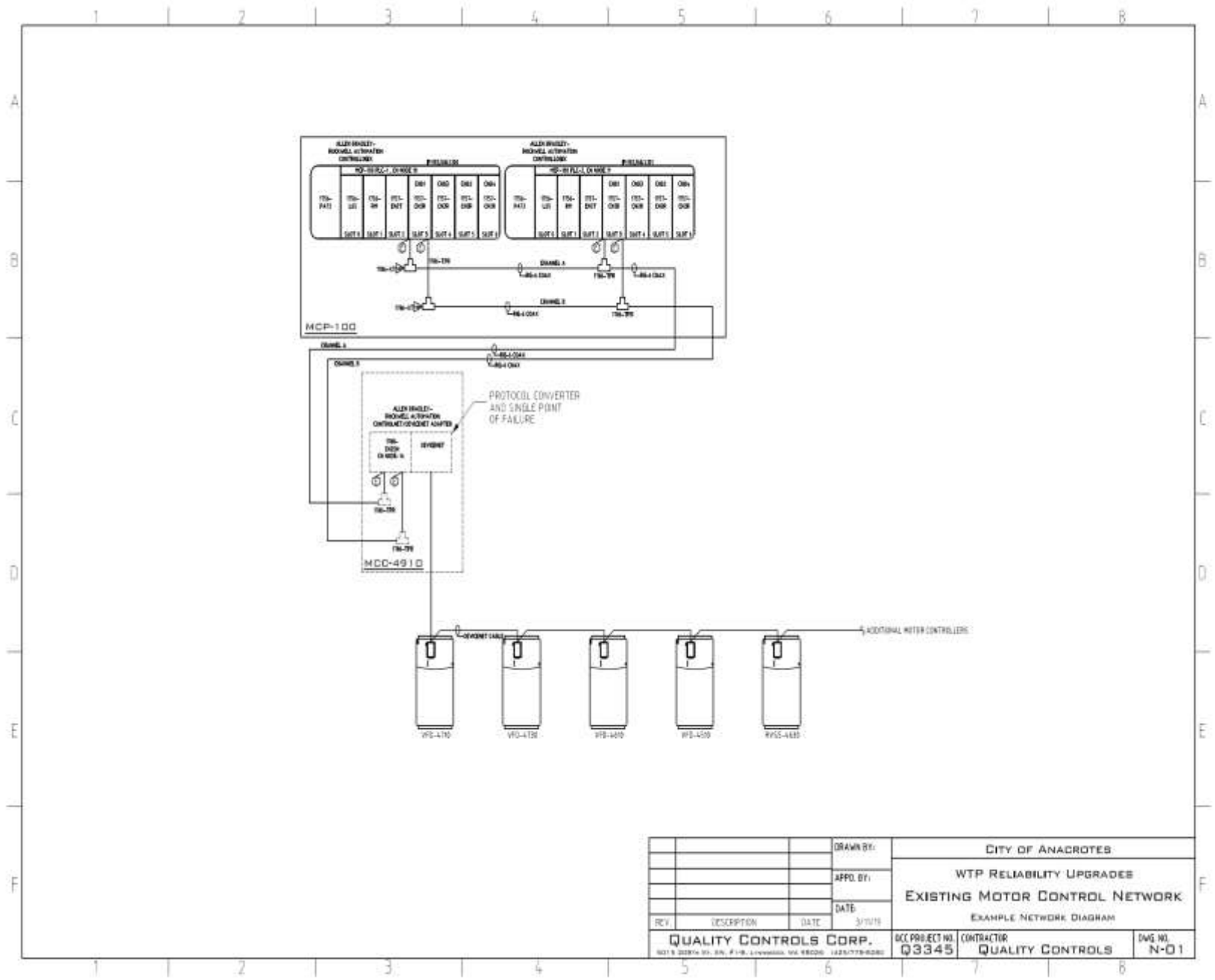
History

- Over the last five years the plant has been in service, there have been several instances that have exposed critical vulnerabilities in the plant's essential treatment processes
- Plant staff have identified several aspects of the system that require modifications to provide for more robust, fail safe control under all operating conditions.
- Recently an event caused a loss of communications between the BAS (Ballasted Sedimentation) treatment process and the SCADA system preventing the system from operating in Auto.

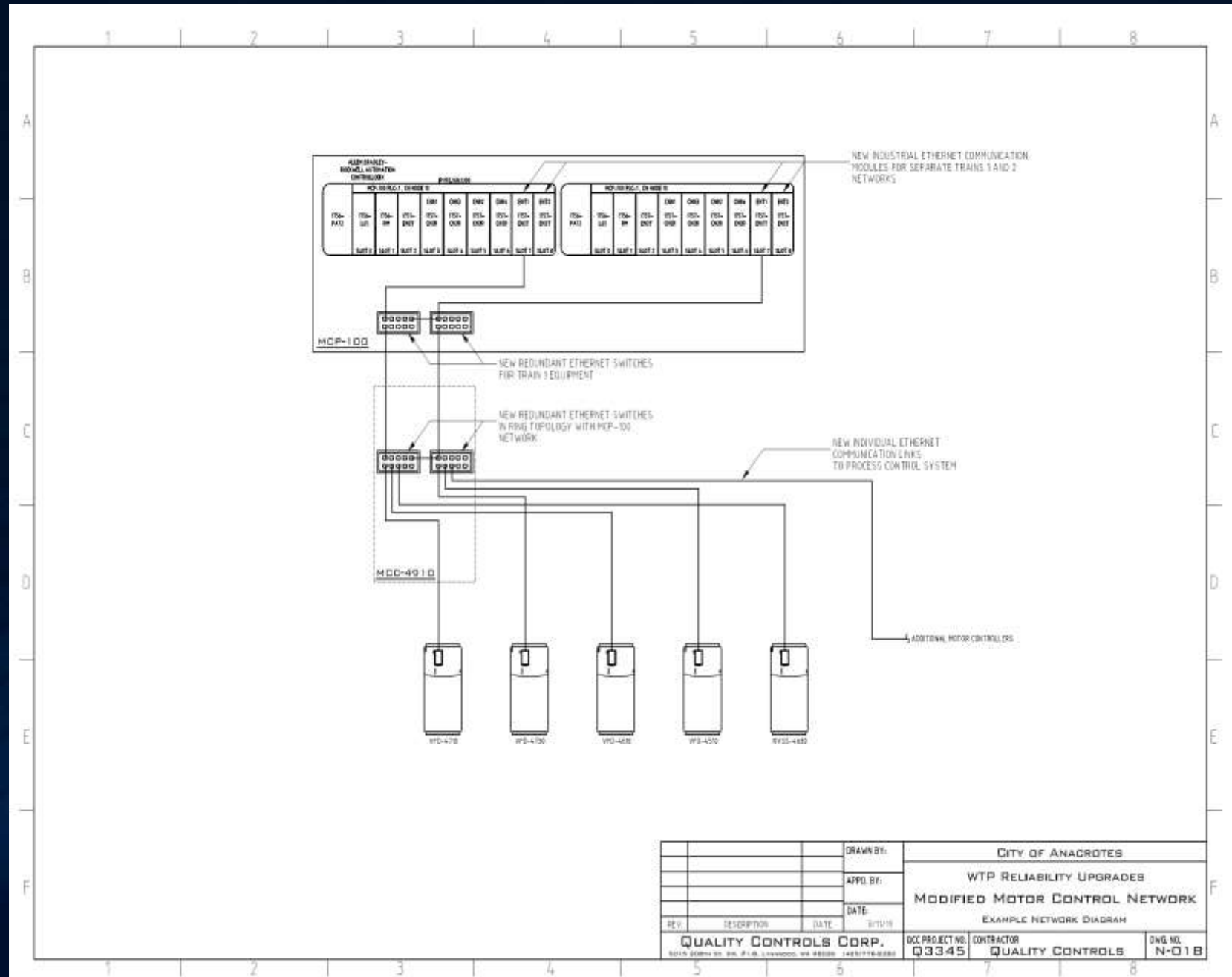
The Problem

- Due to the stringent nature of the control strategy, losing a device from the automated control system can shut down an entire treatment process even if the failed device can still be ran manually
- The control system needs reprogrammed to provide for more flexible operation and manual operator interventions

- Currently the motor control equipment in each area is communicating all information through a single protocol converter introducing a single point of failure
- The protocol converter is needed because the motor control equipment furnished can only communicate on a network protocol that is now outdated
- Recovery from a failed protocol converter would take days to weeks at which time the plant could be inoperable



- Industrial Ethernet is the new industry standard and is an established technology that will be around for the foreseeable future.
- The new redundant Ethernet networks will establish direct communication between each motor controller and the PLC eliminating the single point of failure and drastically improving the system reliability



Scope of Project

- Phase 1 includes:
 - Design and installation of a plant wide industrial Ethernet network to replace all Device Net communications throughout the Water Treatment Plant
 - HDR Scope and Services to include (Separate Contract):
 - Revised Control Loop Descriptions for the Ballasted Sedimentation System
 - Provide Process Engineering Support of Control and Communication Modifications
 - Provide management and administration to facilitate the scope and services provided by Quality Controls Corporation (QCC).

Scope Continued

- Phase 2 and Phase 3
 - Ballasted Sedimentation (BAS) Trains 1&2 Controls Upgrade
 - Electrical Scope will be included
- Additional Phases to be Evaluated following completion of phases 2 and 3.
 - Phase 4 – Train 1 Motor Control Network Upgrade
 - Phase 5 – Train 2 Motor Control Network Upgrade
 - Phase 6- Filter Controls Feasibility Study

Scope and Pricing

Phase 1	Contract Amount
Quality Controls	\$160,129.73
HDR Engineering	\$47,000
Total Amount:	\$207,129.73

Phase:	Estimates:
Phase 2	\$91,150
Phase 3	\$61,795
Electrical	\$50,000 (TBD)

Summary:

- Reliable network communication to the motor control equipment is imperative to the plant's operation and while Device Net was a common network protocol at the time of installation, it is no longer a recommended technology.
- Removing the Device Net networks and replacing them with industrial Ethernet will allow for monitoring and control directly with each motor controller and eliminate the vulnerability of the protocol converters.
- It is also recommended that the VFD's for the critical equipment in the plant be replaced with Allen Bradley products to ensure seamless and consistent communication with the network and integration with the control system.



City Council Contract Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 7d

Subject: Contract Award – WTP Controls Modifications Project – Phase 1 Design and Installation
19-031-WTR-002

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$160,129.73 to Quality Controls Corporation to perform Phase 1 Design and Installation of the Water Treatment Plant Controls Modifications Project. The work under this contract is identified as Phase 1 and includes the design and installation of a plant-wide industrial Ethernet network to replace all DeviceNet communications throughout the Water Treatment Plant. This is the first of a possible six phases in a Water Plant System Reliability Upgrade project.

Additional phases of the project will be brought before council for consent in the future:

Phase 2 – Ballasted Sedimentation System (BAS) Train 1 Controls upgrade

Phase 3 – Ballasted Sedimentation System (BAS) Train 2 Controls Upgrade

(Electrical subcontractor costs included in Phase 1 in the project scope will be rolled into Phase 2 and 3.)

Project will be evaluated with the possibility of bringing additional phases to council:

Phase 4 – Train 1 Motor Control Network Upgrade

Option 1 – New Allen Bradley Motor Controllers

Option 2 – Convert Existing Eaton Equipment to Ethernet

Phase 5 – Train 2 Motor Control Network Upgrade

Option 1 – New Allen Bradley Motor Controllers

Option 2 – Convert Existing Eaton Equipment to Ethernet

Phase 6 - Filter Controls Feasibility Study

Background:

1. **History:** Over the last five years since the plant was brought online, there have been several instances that have exposed critical vulnerabilities in the plant's essential treatment processes. The following systems were identified as areas in need of reliability improvements to ensure consistent and dependable operation:

- Actiflo Ballasted Sedimentation System (BAS)
- Motor Control Network
- Manual Filter Controls

Due to the stringent nature of control strategy, losing a device from the automated control system can shut down the entire Ballasted Sedimentation System (BAS) process even if the failed device can still be run manually. In order to improve reliability, it has been determined the system should be further investigated and reprogrammed to allow for more flexible operation and manual operator intervention.

Reliable network communication to the motor control equipment is imperative to the plant's operation and while DeviceNet was a common network protocol at the time of installation, it is no longer a recommended technology. Removing the DeviceNet networks and replacing them with industrial ethernet will allow for monitoring and control directly with each motor controller and eliminate the vulnerability of the protocol converters. It is also recommended that the VFDs for the critical equipment in the plant be replaced with

Allen-Bradley products to ensure seamless and consistent communication with the network and integration with the control system.

2. **Key Terms:**

- Contract is for a total fixed price of \$160,129.73.
- The work performed under this Agreement shall be completed within twelve (12) months from the date of contract execution.

3. **Competitive Bidding:** Quality Controls Corporation was designated sole source for PLC and SCADA system development and maintenance at the WTP via [Resolution 1930](#) at the 10/5/15 Council meeting.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-031-WTR-002 with Quality Controls Corporation in the amount of \$160,129.73 to perform the WTP Controls Modifications Project – Phase 1 Design and Installation.

Alternative Actions: Not award the contract, risk continued loss of communications and control at the WTP.

Attachments: Contract 19-031-WTR-002

Contractor	Quality Controls Corporation
Contract Amount	\$160,129.73
Earmarked Funds	\$400,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	12 months



CONTRACT 19-031-WTR-002
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

WTP Controls Modifications Project – Phase 1 Design and Installation

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Quality Controls Corporation, hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide professional services necessary for the completion of Phase 1 Design and Installation for the WTP Controls Modifications Project. The work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of the Project Manager, Jeff Marrs, who may be reached at (360) 428-1598 or email jeffm@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed for a total fixed price of **One Hundred Sixty Thousand One Hundred Twenty-Nine Dollars and Seventy-Three Cents (\$160,129.73)**, which includes \$12,544.73 in sales tax at an 8.5% rate.

3. **Time of Completion.** The work performed under this Agreement shall be completed within twelve (12) months from the date of contract execution.

4. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub-consultant to furnish supplies or services for performance of the prime Consultant or a sub-consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub-consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

5. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice at least **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

7. **Defense and Indemnity Agreement.** Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

8. **General and Professional Liability Insurance.**

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

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

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

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

9. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or

responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

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

11. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

12. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

14. **The City's Right to Terminate Agreement.**

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement 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 Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

19. **Disputes**

A. General

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

B. Notice of Potential Claims

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

C. Detailed Claim

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

D. Dispute Resolution

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

20. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

21. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

25. **Notices.** Notices to the City of Anacortes shall be sent to the following address:

CITY:	CONSULTANT:
City of Anacortes	Quality Controls Corporation
Tiffany Matson	James Cross
904 6 th Street	5015 208th Street, SW, Suite 1-B
PO Box 547	Lynnwood, WA 98036
Anacortes, WA 98221	

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

QUALITY CONTROLS CORPORATION

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name

Title _____

Date _____



5015 208th. St. S.W. Suite 1-B
Lynnwood, Washington 98036
Phone (425) 778-8280
Fax (425) 778-4541

Proposal

January 11, 2019 Proposal Number: Q3345B

To: Jeff Marrs, Water System Manager
City of Anacortes Water Treatment Plant
14489 Riverbend Road
Mount Vernon WA 98273

Project: Water Plant System Reliability Upgrades

Reference: Discussions between Jeff Marrs, QCC, and HDR

Project Background

Quality Controls Corp. (QCC) has generated this project proposal based upon guidelines established during a meeting to address system reliability concerns at the WTP between Jeff Marrs, QCC and HDR. Over the last five years since the plant was brought online, there have been several instances that have exposed critical vulnerabilities in the plant's essential treatment processes. The following systems were identified as areas in need of reliability improvements to ensure consistent and dependable operation:

1. Actiflo Ballasted Sedimentation System
2. Motor Control Network
3. Manual Filter Controls

The Actiflo Ballasted Sedimentation System (BAS) is a vendor packaged high rate clarification system originally furnished and commissioned by Kruger Inc. The treatment process is designed to rapidly remove particulates from the raw water prior to filtration and involves a sequenced progression through a series of tanks where various coagulation agents are added. The system is designed to be fully automated and capable of unmanned operation. To ensure safe unmonitored operation, the system implements a strict sequence with numerous system interlocks designed to ensure that a very specific progression is followed. However, while the intent of the interlocks is to ensure safe unmonitored control, in a plant that is continuously staffed and supervised, the inflexible nature of the Actiflo control system impedes the ability to reliably run the pretreatment system during suboptimal conditions. Due to the stringent nature of the control strategy, losing a

5015 – 208th Street S.W. Suite 1B Lynnwood, Washington 98036
Phone: 425.778.8280 Fax: 425.778.4541
Email: DavidC@qcchome.com

single device from the automated control system can shut down the entire BAS process even if the failed device can still be run manually. In order to improve reliability, it has been determined that the system should be further investigated and reprogrammed to allow for more flexible operation and manual operator intervention.

The plant's motor control system consists of nine Eaton Motor Control Centers (MCC) and approximately 15 stand-alone Reduced Voltage Soft Starters (RVSS) and Variable Frequency Drives (VFD). Each motor starter and VFD throughout the plant is controlled and monitored over the plant's Allen-Bradley ControlNet network. The Eaton motor controllers throughout the plant do not have native Allen-Bradley ControlNet communication capabilities, so all motor control components are linked via DeviceNet communication networks installed in each process area. Each MCC has a protocol converter that translates the DeviceNet data to the ControlNet protocol to allow the Allen-Bradley control system to communicate with each motor controller. This protocol conversion introduces a single point of failure for each MCC and presents a vulnerability that has the potential to take down entire areas of the plant. The recovery process to repair a failed protocol converter would take several days in which the plant could be inoperable.

Additionally, the VFDs throughout the plant have experienced consistent device level failures that have made them inaccessible on the control network and inoperable until the device has been reconfigured locally. These failures often happen during power outages but have also occurred during normal operating conditions. This appears to be an inherent problem to the Eaton VFD hardware and there is currently not a known solution to address this problem.

Reliable network communication to the motor control equipment is imperative to the plant's operation and while DeviceNet was a common network protocol at the time of installation, it is no longer a recommended technology. Removing the DeviceNet networks and replacing them with industrial ethernet will allow for monitoring and control directly with each motor controller and eliminate the vulnerability of the protocol converters. It is also recommended that the VFDs for the critical equipment in the plant be replaced with Allen-Bradley products to ensure seamless and consistent communication with the network and integration with the control system.

The plant filtration system has not had any critical failures and has generally functioned as intended, however there is concern about the location of the control components. All filter control panels are located in the filter gallery in the lowest level of the plant. This makes local control difficult because operators are unable to view the process as they control the equipment at the control panels. There is also concern that in the event of a flood, all filter control panels would be vulnerable, and the filtration facility could become inoperable. At this time, it is recommended that all electrical control panels located in the filter gallery are further investigated to determine the feasibility of moving them to the filter deck level.

QCC has developed the following scope of work and budgetary pricing to address these vulnerabilities in a phased order of priority.

Clarifications and Exclusions

1. The DeviceNet Network currently monitors the trip status of all breakers in the motor control centers. This information is not used in the control system and is not essential to the operation of the plant. This proposal does **NOT** include breaker monitoring over the ethernet network. This functionality could be added in the future if desired.
2. All motor sizing was determined from project bid documents and the Eaton MCC Drawing Package MSE0004903 dated 1/13/2012. Please confirm starter sizing for all equipment included in this proposal.
3. At this time it is unclear if the existing GE 369 Multilin Motor protection relays for the High Service pumps can be upgraded to communicate on the ethernet network. This proposal assumes that they can be modified by the manufacturer to communicate native Ethernet IP. If they cannot and must be replaced in order to communicate on the ethernet network, an alternative Allen-Bradley product would be investigated further and quoted at a later date.
4. QCC does **NOT** provide UL field inspection or recertification of the existing equipment modified on this project. QCC can provide these services for an additional fee if required by the local authority having jurisdiction.
4. QCC provides process control system cutover planning and coordination for all phases included in this proposal.
5. QCC provides all PLC, SCADA, Operator Interface, and network device programming and configuration services required for all phases included in this proposal.
6. QCC supplies field start-up, commissioning, and training as required for all phases included in this proposal.
7. QCC provides CAD-based drawings, Bill of Materials, and Operation and Maintenance manuals as required for all equipment included in this proposal.

Phase 1 Scope of Work – Plant Ethernet Network Design and Installation

1. QCC designs a plant wide industrial ethernet network to replace all DeviceNet communications throughout the treatment plant. The network will be designed to maximize network redundancy and limit single points of failure. Preliminary network architecture based on the following guidelines:
 - Separate isolated networks for Train 1 and Train 2 equipment
 - Redundant Managed Ethernet Switches in each MCC
 - Device Level Ring configuration between each MCC and MCP-100
 - Star network topology throughout each MCC and to associated standalone motor controllers
 - Equipment for each process area will be divided between the two MCC network switches to limit vulnerability (ie: low lift pumps 1 & 3 connect to switch 1 and pumps 2 & 4 connect to switch 2)
 - Spare network switch stocked and capable of replacing any switch in the network
 - Network backbone will be installed throughout the plant in preparation for phased system cutovers.
2. QCC supplies and installs the following N-Tron 7012FX2-ST network switches:
 - QTY (2) MCC-2910 Redundant Network Switches
 - QTY (2) MCC 2920 Redundant Network Switches
 - QTY (2) MCC 2930 Subnetwork 1 Redundant Switches
 - QTY (2) MCC 2930 Subnetwork 2 Redundant Network Switches
 - QTY (2) MCC 3910 Redundant Network Switches
 - QTY (2) MCC 3920 Redundant Network Switches
 - QTY (2) MCC 4910 Redundant Network Switches
 - QTY (2) MCC 4920 Redundant Network Switches
 - QTY (3) MCC 4930 Redundant Network Switches
 - QTY (2) MCC 6930 Redundant Network Switches
 - QTY (2) MCP-100 Train 1 Redundant Network Switches
 - QTY (2) MCP-100 Train 2 Redundant Network Switches
 - QTY (2) LCP-2100 Redundant Network Switches
 - QTY (2) LCP-2200 Redundant Network Switches
 - QTY (1) High Service Pump 1, 2, & 3 Network Switch
 - QTY (1) High Service Pump 4 & 5 Network Switch
3. QCC through an electrical subcontractor installs and terminates new network cable as required per the network design. Existing fiber cable will be used where possible.
4. QCC provides one spare network switch configured and prepared for installation at any location in the plant.

5. QCC adds the following PLC hardware to the existing MCP-100 PLC control cabinet:
 - QTY (2) 1756-A10 PLC Chassis (one per redundant rack)
 - QTY (4) 1756-EN2T Ethernet Communication Module
6. QCC adds the following PLC hardware to the existing LCP-2100 PLC control cabinet:
 - QTY (1) 1756-A13 PLC Chassis
 - QTY (1) 1756-EN2T Ethernet Communication Module
7. QCC adds the following PLC hardware to the existing LCP-2200 PLC control cabinet:
 - QTY (1) 1756-A13 PLC Chassis
 - QTY (1) 1756-EN2T Ethernet Communication Module



City Council Contract Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 7e

Subject: Contract Modification – Library Generator Electrical 18-096-FAC-002

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to VECA Electric & Technologies in the amount of \$27,363.70, increasing the total contract price to \$82,622.75, to increase the scope of work to include furnishing all materials, equipment and labor to install the required PSE metering equipment.

Background:

1. **Reason for Contract Change:** The City contracted with VECA to install a secondary back-up power source for the city library, including a generator and an automatic transfer switch (ATS). VECA proceeded with the project and coordinated with PSE to disconnect the power so that they could intercept the wires running to the building and reroute them into the new ATS, as this must be done with the power shut off.

After a few scheduling hurdles were cleared, VECA got the disconnect scheduled and were prepared to begin this critical part of the installation. In what would be a pivotal coincidence, the PSE serviceman who would be doing the disconnect the following day was in the area the day before and chose to stop by. The PSE serviceman brought something up that none of us had considered. The power for the building was being measured/metered from inside the building at the switchgear (main power distribution gear for the system). This was downstream from where we would be intercepting the wires to install the ATS. It meant that in the event of a power outage the generator would be sending its power into the building and through the metering point, meaning that the power from the generator would be advancing the PSE meter, even though the power would not be coming from them. While this would only have a minimal direct, negative effect on the customer, in that they were paying PSE for power they generated themselves, PSE has very rigid rules against a setup like this. We were informed by the serviceman and PSE's metering specialist that they would not authorize the install as we had envisioned it, and we would need to develop a new plan that would allow PSE's metering equipment to be placed upstream from the ATS, ensuring that only power coming from PSE would advance the meter.

Because of the space constraints in the library electrical room our only option is to install a unit outdoors between the existing transformer and the new ATS. This equipment is available, and we are working closely with PSE to ensure that this newly proposed setup will satisfy their requirements. With these components PSE will be satisfied, and the city can supply back-up the power to the library without paying PSE for any power that they are not supplying.

2. **History:** The library is an essential facility within the City of Anacortes and the need for an emergency generator has been on our long range plan for a number of years. The City server network is now housed at the library as well as the fiber optic telemetry system. In addition the library will be used during an emergency event as a city wide meeting and gathering place. With the ATS and a reliable back-up power source the building should never be without power for more than 10-20 seconds before the generator starts and the power supply is switched to this source.
3. **Key Terms:** increase of \$27,363.70, time of completion extended to August 30, 2019.

4. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on November 7, 2018 an Invitation to Bid was sent to all contractors in the appropriate small works roster category. There were no bids received by the 11/19/18 2:00pm deadline. Because there was no response from our solicitation, RCW 35.23.352(1) allows us to enter into a contract without re-bidding. The Project Manager and evaluated the options and selected VECA Electric & Technologies, LLC to perform the project.

Previous Council/Committee Action: City Council awarded the [original contract](#) on [11/26/18](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with VECA Electric & Technologies under Contract 18-096-FAC-002, in the amount of \$27,363.70, increasing the total contract price to \$82,622.75.

Alternative Actions: N/A

Attachments: Contract 18-096-FAC-002 Modification 01

Consultant	VECA Electric & Technologies
Original Agreement Amount	\$55,259.05
Current Agreement Amount	\$55,259.05
Change Per this Modification	\$27,363.70
Total After Modification	\$82,622.75
Earmarked Funds	None
BARS #	356.440.594.72.64
Paid on Contract as of 3/4/19	\$50,166.05
Budget Amendment Required?	No
Start Date	Inception
End Date	8/30/19



Contract Number 18-096-FAC-002
MODIFICATION 01

Date March 11, 2019

Page 1 of 1 Pages

Project Title Library Generator Electrical

Prime Contractor VECA Electric & Technologies

BACKGROUND

This modification is issued in accordance with Article 19, Changes/Additional Work. While installing a secondary back-up power source for the city library, the City and Contractor were notified by Puget Sound Energy (PSE) that the current layout of the City equipment and PSE metering equipment did not meet PSE requirements and new PSE metering equipment would need to be installed. Accordingly, the Contract price will increase from \$55,259.05 by \$27,363.70 to \$82,622.75 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1. In addition, the time of completion has been extended to allow sufficient time for the PSE application and construction process.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work, insert the following third paragraph:

"The work as described above is hereby amended per Modification 01. The Contractor will shall furnish all materials, equipment and labor to install the required PSE metering equipment. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof."

Article 2. Contract Price, the first sentence is revise to read:

"The Contractor will do the scope of work above for a total fixed price of **Eighty-Two Thousand Six Hundred Twenty-Two Dollars and Seventy-Five Cents (\$82,622.75)**, which includes \$6,472.75 in tax."

Article 4. Time of Completion is revise to read:

"The Contractor shall complete the work by August 30, 2019."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

VECA ELECTRIC & TECHNOLOGIES

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name _____

Date _____

Original Agreement Amount	<u>\$55,259.05</u>	Original Contract Completion Date	<u>12/31/18</u>
Current Agreement Amount	<u>\$55,259.05</u>	Current Contract Completion Date	<u>12/31/18</u>
Change Per this Modification	<u>\$27,363.70</u>	Net Change	<u>242 Days</u>
Total After Modification	<u>\$82,622.75</u>	Contract Completion Date After Change	<u>8/30/19</u>

CONTRACT 18-096-FAC-002

EXHIBIT A

Modification 01 Scope of Work

Site Electrical:

- Provide and install concrete pad for new outdoor PSE metering equipment.
- Provide and install necessary above-ground connections between free-standing ATS and new free-standing metering equipment.
- Intercept existing underground feeder conduits from transformer to switchgear and re-route incoming and outgoing into new PSE metering equipment - and into ATS as per base bid.
- VECA will provide all necessary labor and equipment for excavation and concrete pouring purposes

Power Distribution:

- Provide and install NEMA 3R outdoor rated main breaker cabinet and PSE metering cabinet.
- Provide and install new aluminum feeder wires from transformer to metering equipment.
- Provide and install new aluminum feeder wires from metering equipment to ATS.
- Provide and install new aluminum feeder wires from ATS to existing switchgear.
- Includes grounding of new electrical equipment.

Utility:

- Apply for PSE power alteration and process application.
- VECA will work with PSE to get new setup approved, all costs to be paid by City of Anacortes

Exclusions & Clarifications

The following is not included:

- Utility company fees and charges.
- Utility transformer and utility vault.
- Any and all landscaping work to create new site design around ATS and new PSE metering equipment. This would include, but is not limited to, hardscaping, pathways, plants, backfill, compaction and import or export of rock, soil or other fill materials.
- Temporary power and lighting.
- Demolition of existing underground structures, vaults, ductbanks and etc.
- Hoisting and forklift.
- Painting.
- Overtime.
- Independent 3rd party testing.
- UL services.



2019 STORMWATER MANAGEMENT PROGRAM PLAN

Diane Hennebert
Stormwater Program Manager

Why is Stormwater a Problem?

- Stormwater runoff from streets, parking lots, construction sites, industrial properties, and residential areas is now recognized as the leading source of pollution of Washington streams, lakes, wetlands, and Puget Sound.



Overview of NPDES

- NPDES = National Pollutant Discharge Elimination System
- The City is required to have a NPDES Permit under the Clean Water Act
- Permitting authority delegated to the Department of Ecology in Washington State for stormwater



An outline map of the state of Washington, showing its irregular coastline and major islands. The map is positioned on the left side of the slide, partially overlapping the title area.

Municipal Stormwater Permit History

- Phase I permits issued in 1995
- Phase II permits issued in 2007, reissued in 2012.
- 2012 permit cycle extended one year, set to expire on July 31, 2019.
- New permit in effect on August 1, 2019

Permit Requirements

- The City must develop and implement a comprehensive Stormwater Management Program (SWMP) that includes:
 - Public Education and Outreach
 - Public Involvement and Participation
 - Illicit Discharge Detection and Elimination
 - Controlling Runoff from New Development, Redevelopment and Construction Sites
 - Operations and Maintenance for Municipal Operations
- The City must implement a Monitoring and Assessment program or contribute to a fund for regional monitoring

Stormwater Program Administration



Public Education and Outreach

- Regional Partnership



- Community Outreach
- Workshops



Public Involvement and Participation

- Outreach to local organizations
- Draft SWMP Plan on website for public input
- 2018 Annual Report and 2019 SWMP Plan will be uploaded to the website as soon as they are finalized



Illicit Discharge Detection and Elimination (IDDE)

- IDDE hotline: (360) 293-1921
- Public outreach
- Staff training
- Field screening
- Mapping



Controlling Runoff from New Development, Redevelopment and Construction Sites

- Low Impact Development (LID)
- Site plan review
- Construction inspection
- Maintenance agreements
- Annual inspection of permanent facilities



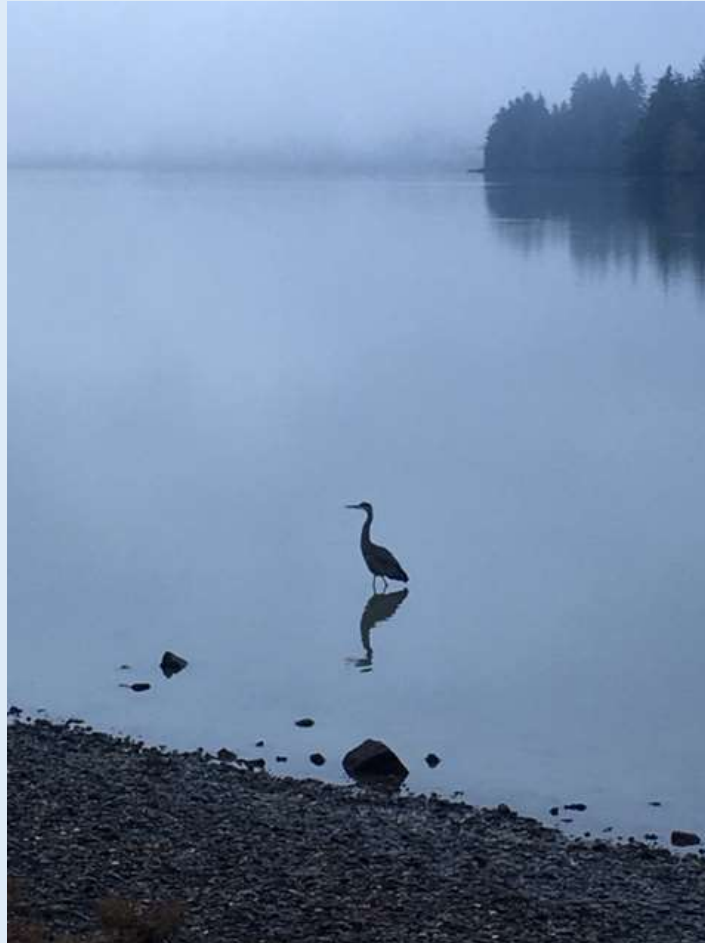
Municipal Operations and Maintenance

- Catch basin inspection cycle
- Publicly owned stormwater treatment facility inspection
- Street sweeping
- Major storm events
- Staff training and documentation



Monitoring and Assessment

- Option One:
Contribute to
Stormwater Action
Monitoring
regional program
 - Effectiveness
studies
 - Status and trends
studies
 - Source
identification



- Option Two:
Conduct Local
Sampling
 - Stream
sampling
 - Nearshore
sediment,
mussel, and
bacteria
sampling
 - Stormwater
discharge
monitoring

Proposed 2019 Permit Requirements

Comprehensive Stormwater Planning

- Long range plan updates
- LID barriers
- Stormwater Management Action Planning
 - Receiving water assessment
 - Basin prioritization

Source Control Program

- Prevent and reduce pollution at the source
- Work with local businesses and industries
- Possible partnership with Skagit Health Dept and other local jurisdictions



QUESTIONS AND COMMENTS





City Council Agenda Bill

Meeting Date: 3/11/2019 **Agenda Item:** 7f

Subject: 2019 Stormwater Management Program Plan

Staff Contact: Diane Hennebert

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
X	Staff Report

Summary Statement: An annual update of the Stormwater Management Program Plan is a requirement of the City's NPDES permit. Staff wishes to present the draft 2019 program plan.

Background: The National Pollutant Discharge Elimination System (NPDES) program is a requirement of the federal Clean Water Act. In Washington State the Department of Ecology has permitting authority to administer the NPDES program. The City of Anacortes was issued a NPDES permit in 2012. Under the requirements of the permit, the City of Anacortes must develop and implement a comprehensive Stormwater Management Program (SWMP). The primary components of a SWMP are public education and outreach, public involvement and participation, illicit discharge detection and elimination, controlling runoff from new development, redevelopment and construction sites, pollution prevention for municipal operations and monitoring and assessment.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): draft 2019 Stormwater Management Program Plan



City of Anacortes

2019 Stormwater Management Program Plan



January 2019

DRAFT

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Table 6-1. 2019 Controlling Runoff from New Development, Redevelopment, and Construction Sites Work Plan

Table 7-1. 2019 Municipal Operations and Maintenance Work Plan

Table 8-1. 2019 Monitoring and Assessment Work Plan

Table 9-1. 2019 Reporting Requirements Work Plan

Section 1

INTRODUCTION

1.1 Overview

This document presents the Stormwater Management Program (SWMP) for the City of Anacortes. This document has been prepared in accordance with the Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) issued by the Washington State Department of Ecology (Ecology) on August 1, 2012. The Phase II Permit authorizes municipalities to discharge stormwater runoff into the State's surface waters and groundwater provided the municipality implements Permit-specified actions and activities to protect water quality of receiving waters.

1.2 Regulatory Background

The federal Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The CWA's primary objective is to restore and maintain the integrity of the nation's waters. The objective translates into two fundamental national goals: to eliminate the discharge of pollutants into the nation's waters and to achieve water quality levels that are fishable and swimmable.

The National Pollutant Discharge Elimination System (NPDES) permit program is a requirement of the CWA. The federal Environmental Protection Agency (EPA) has delegated permit authority to state environmental agencies. In Washington, the NPDES permit authority is the Washington State Department of Ecology (Ecology).

The stormwater permits were unrolled in two phases. Phase I Permits were issued beginning in 1995 to municipalities serving more than 100,000 people and unincorporated counties with populations of more than 250,000 people. In Washington State the Phase I permittees are King County, Pierce County, Snohomish County, Clark County, City of Seattle, and City of Tacoma. Phase II Permits were issued to smaller jurisdictions in 2007 and reissued in 2012. The 2012 Western Washington Phase II permit was set to expire on July 31, 2018. However, the permit cycle was extended for one year and will expire on July 31, 2019. A new permit will be issued on July 1, 2019 and become effective on August 1, 2019.

The Phase II Permit authorizes the discharge of stormwater runoff from municipal drainage systems into the state's surface waters and groundwater as long as municipalities implement Permit-specified "best management practices" (BMPs). These BMPs are intended to protect water quality and reduce the discharge of "non-point source" pollutants to the "maximum extent practicable" (MEP). In addition, BMPs are intended to meet state AKART (all known, available, and reasonable methods of prevention, control, and treatment) waste discharge requirements.

Under the requirements of the Phase II Permit, the City of Anacortes must develop and implement a comprehensive Stormwater Management Program (SWMP). Ecology has created general compliance standards for SWMPs including:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Sites

- Pollution Prevention and Operations and Maintenance for Municipal Operations

For stormwater discharges regulated under this Phase II Permit, Permittees are required to implement actions necessary to achieve the pollutant reductions called for in applicable total maximum daily loads (TMDLs). The TMDL process is a common-sense, science-based approach to cleaning up polluted water so that it meets state water quality standards. A TMDL is a numerical value that represents the highest amount of a pollutant a surface water body can receive and still meet the standards. The stormwater discharges from the City of Anacortes are not under any TMDL requirements.

1.3 City of Anacortes Regulated Area

Anacortes has an estimated population of 16,953 and covers approximately 11.7 square miles of land area. Anacortes is largely a built-out community. The majority of the stormwater runoff from Anacortes eventually drains into the Puget Sound; into either Fidalgo Bay, Guemes Channel, or Burrows Bay. Incorporated in 1891, Anacortes has been active in seafood harvesting and processing, natural resource refining (primarily wood products and oil), boat building and maintenance, shipping, ferry and port tourism, home building, retail businesses and promoting the natural beauty of the area.

1.4 SWMP Implementation Responsibilities

The Stormwater Management Program is led by the Stormwater Program Manager in the City's Public Works Department. The program manager works closely with the following:

- Public Works Department
 - Street/Storm Manager and Crew
 - Engineering Staff and Technicians
 - Wastewater Staff
- Planning, Community and Economic Development Department (Planning)
 - Planners
 - Building Inspectors
- City Attorney's Office
- Finance
- Information Services (IS)
- Parks Department
- Police Department
- Fire Department
- Outside Agencies
 - Skagit Conservation District (SCD)
 - Samish Indian Nation
 - Fidalgo Bay Aquatic Reserve Citizen Stewardship Committee (FBARCSC)
 - Skagit Marine Resources Committee
 - Anacortes High School Green Club
 - Regional Stormwater Monitoring Program/Stormwater Action Monitoring

Table 1-1 summarizes responsibilities for ensuring compliance with each component of the Phase II Permit.

Table 1-1. SWMP Implementation Responsibilities		
Program Component	City Departments	Outside Entities
Stormwater Management Program	• Public Works • Planning • City Attorney's Office • Finance • IS • Parks Department	
Public Education and Outreach	• Public Works • Planning • IS	• SCD • Samish Indian Nation • FBARCSC • Skagit Marine Resources Committee • Anacortes High School Green Club
Public Involvement and Participation	• Public Works • IS	• SCD • Samish Indian Nation • FBARCSC • Anacortes High School Green Club
Illicit Discharge Detection and Elimination	• Public Works • IS • City Attorney's Office	
Controlling Runoff from New Development, Redevelopment, and Construction Sites	• Public Works • Planning	
Pollution Prevention and Municipal Operation and Maintenance	• Public Works • Parks	
Water Quality Monitoring	• Public Works	• Regional Stormwater Monitoring Program

1.5 Document Organization

The SWMP document is organized to follow the sequence of permit requirements. Each section includes a summary of the relevant Phase II Permit requirements and the planned activities for 2019. The sections are:

- Section 2 - Stormwater Management Program Administration
- Section 3 - Public Education and Outreach
- Section 4 - Public Involvement and Participation
- Section 5 - Illicit Discharge Detection and Elimination
- Section 6 - Controlling Runoff From New Development, Redevelopment, and Construction Sites
- Section 7 - Pollution Prevention and Municipal Operations and Maintenance for Municipal Operations
- Section 8 - Monitoring and Assessment
- Section 9 - Reporting Requirements

Section 2

STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

This section provides a description of Phase II Permit requirements related to overall SWMP administration and the City's planned compliance activities for 2019.

2.1 Permit Requirements

Phase II Permit Section S5.A requires the City to complete the following tasks over the course of the permit cycle:

- Develop and implement a SWMP and prepare written documentation (SWMP Plan) for submittal to Ecology by March 31 of each year.
- Implement an ongoing program to gather, track, maintain, and use information to evaluate SWMP development, implementation and permit compliance and to set priorities.
- Track the cost of development and implementation of each component of the SWMP.
- Track the number of inspections, official enforcement actions and types of public education activities as required by the respective program components.
- Coordinate with other NPDES Permittees and partners within the region on stormwater related policies, programs and projects, and internal coordination among departments within each jurisdiction.

2.2 Planned 2019 Compliance Activities

The City has developed and implemented a SWMP. Actions recommended for Phase II Permit compliance are included in Table 2-1, which presents the work plan for 2019 stormwater management program administration.

Table 2-1. 2019 Stormwater Management Program Administration Work Plan				
Task ID	Task Description	Lead	Support	Compliance Time Frame
SWMP-1	Revise and update the City's SWMP to identify planned activities for 2019.	Public Works		Due on or before March 31 of each year
SWMP-2	Track SWMP implementation and Phase II Permit compliance.	Public Works		Annual Report is due on or before March 31 of each year
SWMP-3	Maintain a database for tracking costs associated with the Phase II Permit.	Public Works, Finance		Ongoing
SWMP-4	Track inspections, official enforcement actions and types of public education activities to be included in the annual report.	Public Works, Planning, City Attorney's Office, IT	SCD	Annual Report is due on or before March 31 of each year
SWMP-6	Coordinate with other local Permittees and regional groups on stormwater related programs and projects.	Public Works	SCD	Ongoing

Section 3

PUBLIC EDUCATION AND OUTREACH

The City's public education and outreach program currently includes a variety of activities and educational opportunities. The City provides a wide range of brochures for the public, as well as brochures directed towards specific industries. These brochures are available at City Hall as well as on the City of Anacortes stormwater website. The City partners with the Skagit Conservation District (SCD) to provide workshops and classes for the public, including:

- Private Stormwater Facility Maintenance Workshop
- Watershed Masters Volunteer Training Program
- Skagit Stream Team
- Backyard Conservation Stewardship Program

Links to the City of Anacortes and Skagit Conservation District websites, as well as the associated programs and handouts, are contained in Appendix C.

Measuring understanding is an important component of the Public Education and Outreach component of the Phase II Permit. Workshop and class evaluations include questions regarding changed behaviors. The evaluations conducted at the close of workshops and classes have consistently show an increased awareness of environmentally friendly practices and plans to implement these practices at work and at home.

This section provides a description of Phase II Permit requirements related to public education and outreach, and the City's planned compliance activities for 2019.

3.1 Permit Requirements

Phase II Permit Section S5.C.1 requires the City to fulfill the following Public Education and Outreach tasks:

- Implement an education and outreach program designed to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and encourage the public to participate in stewardship activities. The program shall be designed to educate target audiences about the stormwater problem and provide specific actions they can follow to minimize the problem.
- Create stewardship opportunities to encourage residents to participate in activities such as stream teams, storm drain marking, volunteer monitoring, riparian plantings and education activities.
- Measure the understanding and adoption of the targeted behaviors for at least one target audience in at least one subject area.
- Track and maintain records of public education and outreach activities.

3.2 Planned 2019 Compliance Activities

The City currently contracts with the Skagit Conservation District (SCD) to conduct education and outreach activities. The City will continue to partner with the SCD in 2019. The City has an existing public education and outreach program and will update the program to maintain compliance as Ecology phases in additional Phase II Permit requirements. Actions recommended for Phase II Permit compliance are included in Table 3-1, which presents the work plan for 2019 public education and outreach activities.

Table 3-1. 2019 Public Education and Outreach Work Plan

Task ID	Task Description	Lead	Support	Compliance Time Frame
EDUC-1	Coordinate with SCD, Stormwater Outreach for Regional Municipalities (STORM) and other regional groups to promote education and outreach programs.	Public Works	SCD and STORM	Ongoing
EDUC-2	Continue to implement education and outreach strategy with SCD, including the Stormwater Facility Maintenance Workshop, Skagit Stream Team, Watershed Masters Program, and Backyard Conservation Stewardship Program.	Public Works	SCD	Ongoing
EDUC-3	Continue process of evaluating the understanding and adoption of targeted behaviors.	Public Works	SCD and STORM	Ongoing
EDUC-4	Create stewardship opportunities to encourage residents to participate in activities such as stream teams, storm drain marking, volunteer monitoring, riparian plantings and education activities.	Public Works	SCD	Ongoing
EDUC-5	Educate select City staff and elected officials to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	Public Works		Ongoing
EDUC-6	Educate the general public and developers to develop a common level of knowledge related to Low Impact Development stormwater management principles and techniques.	Public Works	SCD	Ongoing
EDUC-7	Provide outreach materials to the public at City Hall, the library and community events such as Spring Clean-Up, Kids-R-Best Fest and the Energy Fair.	Public Works	SCD	Ongoing
EDUC-8	Summarize annual activities for Public Education and Outreach component of Annual Report.	Public Works	SCD	The SWMP and Annual Report submittal is due on or before March 31 of each year

Section 4

PUBLIC INVOLVEMENT AND PARTICIPATION

Public involvement and participation is important to the development and implementation of a stormwater management program. The City solicits public participation by making stormwater information available for review and providing opportunities for comment. The City actively reaches out to partnering organizations for comment on plan development.

This section provides a description of Phase II Permit requirements related to public involvement and participation, and the City's planned compliance activities for 2019.

4.1 Permit Requirements

Phase II Permit Section S5.C.2 requires the City to fulfill the following Public Involvement and Participation tasks:

- Create opportunities for the public to participate in the decision-making processes involving the development, implementation and update of the Permittee's SWMP.
- Permittees shall provide ongoing opportunities for public involvement and participation through advisory councils, public hearings, watershed committees, participation in developing rate structures or other similar activities.
- Each Permittee shall comply with applicable state and local public notice requirements when developing elements of this SWMP.
- Post on their website their SWMP Plan and the annual report no later than May 31 each year.

4.2 Planned 2019 Compliance Activities

The City has developed a work plan to involve the public in decision making and provide opportunities for increased participation. The City will update the program to maintain compliance as Ecology phases in additional Phase II Permit requirements. Actions recommended for Phase II Permit compliance are included in Table 4-1, which present the work plan for 2019 public involvement and participation.

Table 4-1. 2019 Public Involvement and Participation Work Plan				
Task ID	Task Description	Lead	Support	Compliance Time Frame
PI-1	Provide public involvement opportunities for annual SWMP update.	Public Works	Samish Indian Nation, FBARCSC	Prior to March 31, 2019
PI-2	Make SWMP and Annual Report available to public by posting on the City website.	Public Works, IT		The SWMP and Annual Report public posting is due on or before May 31 of each year

PI-3	Summarize annual activities for the Public Involvement and Participation component of the Annual Report.	Public Works		Due on or before March 31
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Section 5

ILLCIT DISCHARGE DETECTION AND ELIMINATION

An illicit discharge is defined as any discharge into the stormwater system that is not composed entirely of stormwater, or of non-stormwater discharges allowed as specified in the Phase II Permit. Illicit discharges may be from a variety of sources including illegal dumping, sanitary sewer overflow, and incidental spills such as oil or gas.

The City of Anacortes operates an Illicit Discharge Detection and Elimination (IDDE) program to combat illicit discharges to the MS4. The City employs a variety of tactics to ensure that illicit discharges are reported and dealt with. Staff are trained in IDDE detection and elimination. The City conducts outfall screening and has tested for optical brighteners in runoff to search for cross connections within the City MS4. The City maintains a hotline where citizens can report spills or other illicit discharges, which is advertised on the City website. The City hotline number is (360) 293-1921. An interactive map of the MS4 is routinely updated to provide relevant information to staff conducting investigations. The City of Anacortes IDDE Manual is available on the City of Anacortes website.

This section provides a description of Phase II Permit requirements related to IDDE, and the City's planned compliance activities for 2019.

5.1 Permit Requirements

Phase II Permit Section S5.C.3 requires the City to include an ongoing program designed to prevent, detect, characterize, trace and eliminate illicit connections and illicit discharges into the municipal separate storm sewer system (MS4). The minimum requirements are:

- Maintain a current map of the MS4.
- Implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the MS4.
- Implement an ongoing program designed to detect, identify, characterize, trace and eliminate non-stormwater discharges and illicit connections to the MS4.
- Develop procedures for and complete field screening of at least 40 percent of the MS4 no later than December 31, 2017 and on average 12 percent every year thereafter.
- Publicly list and publicize hotline or other telephone number for public reporting of spills and other illicit discharges.
- Maintain a training program for staff on proper IDDE response standard operating procedures (SOPs) and train municipal field staff to recognize and report illicit discharges.
- Track and maintain records of all spills, illicit discharges and connections reported to the City and response actions taken, including enforcement actions.

5.2 Planned 2019 Compliance Activities

The City has an existing IDDE program, and will update the program to maintain compliance as Ecology phases in additional Phase II Permit requirements. Actions recommended for continued Phase II Permit compliance are included in Table 5-1, which presents the work plan for the 2019 IDDE activities.

Table 5-1. 2019 Illicit Discharge Detection and Elimination Work Plan

Task	Task Description	Lead	Compliance Time Frame
IDDE-1	Continue to implement City-wide IDDE Program and develop any necessary supplemental activities.	Public Works	Ongoing
IDDE-2	Maintain storm system map with updated information as it is available.	Public Works	Ongoing
IDDE-3	Revise spills training and update IDDE educational materials as needed.	Public Works	Ongoing
IDDE-4	Provide IDDE training to new City field staff and refresher training to current City field staff.	Public Works	Ongoing
IDDE-5	Publicize hotline for public reporting of spills and other illicit discharges. Maintain hotline advertising on City website and distribute magnets to the public with illicit discharge reporting information.	Public Works	Ongoing
IDDE-6	Maintain record-keeping system for all calls received and resulting actions.	Public Works	Ongoing
IDDE-7	Perform field screening of at least 12% of the MS4 annually.	Public Works	Ongoing

Section 6

CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

The Planning Department and Public Works Department are responsible for site plan review, permitting, inspection, and code enforcement actions for construction-related activities.

Site plan reviews ensure that the plans for a project include measures to meet stormwater standards. Construction sites are required to implement Best Management Practices (BMPs) in order protect the water quality of stormwater runoff. Temporary BMPs are required during the construction phase. City staff inspect sites prior to the start of construction to verify that the BMPs are properly installed. Inspections are conducted during construction to ensure that the BMPs are functioning as designed and any discharges from the construction site are within allowable limits. A correction notice is issued when a site is found to be out of compliance. Escalation clauses are included if compliance is not obtained with the correction notice. At the close of a project an inspection is required to ensure that permanent stormwater BMPs have been correctly installed. At this time all permanent stormwater facilities that will be privately owned and maintained are required to file a maintenance agreement with the City.

This section provides a description of Phase II Permit requirements related to controlling runoff from new development, redevelopment and construction sites, and the City's planned compliance activities for 2019.

6.1 Permit Requirements

Permit section S5.C.4 requires the City to fulfill the following actions:

- Implement and enforce a program to reduce pollutants in stormwater runoff to the MS4 from new development, redevelopment and construction site activities. The program shall apply to private and public development, including roads and address all construction/development-associated pollutant sources.
- Adopt an ordinance that addresses runoff from new development, redevelopment, and construction site projects.
- Implement a program that includes a permitting process with site plan review, inspection and enforcement capability necessary to implement the program in accordance with Phase II Permit conditions, including the minimum technical requirements in Appendix 1 of the Phase II Permit.
- Review and revise City development-related codes, rules, standards or other enforceable documents to implement Low Impact Development (LID) principles and LID best management practices with the intent of making LID the preferred and commonly used approach to site development no later than December 31, 2016.
- Participate in watershed-scale stormwater planning under condition S5C.4.c of the Phase I Municipal Stormwater General Permit if required. *NOTE: Anacortes is not located within a required watershed.*
- Adopt regulations (codes and standards) to verify adequate long-term operations and maintenance of new post-construction permanent stormwater facilities and BMPs in accordance with Permit conditions, including an annual inspection frequency and/or approved alternative inspection frequency and maintenance standards for private drainage systems as protective as those in Chapter 4 of Volume V of the 2012 Ecology Stormwater Management Manual for Western Washington by December 31, 2016.

- Perform annual inspections of private, permanent stormwater treatment and flow facilities that were permitted and constructed in accordance with the Permit requirements effective January 1, 2010.
- Provide copies of the Notice of Intent for construction or industrial activities to representatives of the proposed new development and redevelopment.
- Provide training to staff on updated codes, standards, and procedures, and create public education and outreach materials.
- Develop and define a process to record and maintain all inspections and enforcement actions by staff.
- Summarize annual activities for the Controlling Runoff component of the Annual Compliance Report; identify any updates to the SWMP.

6.2 Planned 2019 Compliance Activities

The City has a program to reduce stormwater runoff from new development, redevelopment and construction sites and will update the program to maintain compliance as Ecology phases in additional Phase II Permit requirements. Actions recommended for continued Phase II Permit compliance are included in Table 6-1, which presents the work plan for the 2019 activities for controlling runoff from new development, redevelopment, and construction sites.

Task ID	Task Description	Lead	Compliance Time Frame
CTRL-1	Continue to refine and implement the adopted codes, standards, SOPs and the 2012 Ecology manual as the new Phase II Permit's requirements are implemented.	Public Works	Ongoing
CTRL-2	Pursue training opportunities for plan review and inspection staff.	Public Works, Planning	Ongoing
CTRL-3	Track and report new development, redevelopment and construction permits, inspections and enforcement actions.	Public Works, Planning	Ongoing
CTRL-4	Review all stormwater site plans for proposed development activities in accordance with the 2012 (amended in 2014) SWMMWW manual	Public Works, Planning	Ongoing
CTRL-4a	Apply technical thresholds in SWMMWW Appendix 1 to all sites 1 acre or greater.	Public Works, Planning	Ongoing
CTRL-4b	Prior to clearing and construction, inspect all permitted development sites that have a high potential for sediment transport.	Public Works, Planning	Ongoing
CTRL-4c	Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls.	Public Works, Planning	Ongoing
CTRL-4d	Inspect all permitted development sites upon completion of construction and prior to final approval	Public Works, Planning	Ongoing

	or occupancy to ensure proper installation of permanent stormwater facilities.		
CTRL-4e	Verify that a maintenance agreement is on file for all newly constructed, privately owned permanent stormwater facilities.	Public Works, Planning	Ongoing
CTRL-4f	Inspect all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments every six month until 90% of the lots are constructed or construction has stopped and site is fully stabilized.	Public Works, Planning	Ongoing
CTRL-5	Conduct annual inspection of all treatment and flow control BMPs/facilities (other than catch basins).	Public Works	Ongoing
CTRL-6	Provide copies of the “Notice of Intent for Construction Activity” and copies the “Notice of Intent for Industrial Activity” to representatives of proposed new development and redevelopment.	Planning	Ongoing
CTRL-7	Enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by the Department of Ecology.	Public Works, Planning, Legal	Ongoing
CTRL-8	Summarize annual activities for “Controlling Runoff from New Development, Redevelopment, and Construction Sites” component of the Annual Report; identify any updates to SWMP.	Public Works	Due on or before March 31

Section 7

MUNICIPAL OPERATIONS AND MAINTENANCE

An important aspect of effective stormwater management is a strong maintenance program. Regular maintenance is the only method to ensure storm system integrity and continued water quality enhancement. The Operations and Maintenance division (housed with Public Works) oversees stormwater system maintenance. Their responsibilities include catch basin inspection and cleaning, street sweeping, facility cleaning and maintenance, spill response and control, and flood response and repair where applicable. The City storm system includes catch basins, storm drain pipes, ditches, storm ponds, storm vaults and other associated structures.

This section provides a description of the Phase II Permit requirement related to municipal operations and maintenance (O&M), and the City's planned compliance activities for 2019.

Section 7.1 Permit Requirements

Permit Section S5.C.5 requires the City to perform the following tasks over the course of the Phase II Permit cycle:

- Implement an O&M program, with the ultimate goal of preventing or reducing pollutant runoff from MS4 and municipal O&M activities.
- Implement maintenance standards for the MS4 that are at least as protective as those specified in the 2012 Stormwater Management Manual for Western Washington (SWMMWW), no later than December 31, 2016.
- Conduct annual inspection of all municipally owned or operated permanent stormwater treatment and flow control BMPs/facilities and perform maintenance as needed to comply with maintenance standards.
- Inspect all catch basins and inlets owned or operated by the City at least once no later than August 1, 2017 and every two years thereafter. Clean the catch basins if inspections indicate cleaning is needed to comply with maintenance standards.
- Check treatment and flow control facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval) and perform repairs as needed in accordance with adopted maintenance standards.
- Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City and from municipal O&M activities, including but not limited to streets, parking lots, roads, or highways owned or maintained by the City, and to reduce pollutants in discharges from all lands owned or maintained by the City.
- Train staff to implement the processes and procedures and document the training.
- Prepare Stormwater Pollution Prevention Plans (SWPPPs) for all heavy equipment maintenance or storage yards identified for year-round facilities or yards, and material storage facilities owned or operated by the City.
- Summarize annual activities for the "Pollution Prevention and Operations and Maintenance for Municipal Operations" component of the Annual Compliance Report; identify any updates to the SWMP.

Section 7.2 Planned 2019 Compliance Activities

The City has a municipal operations and maintenance plan and will update the program to maintain compliance as Ecology phases in additional Phase II Permit requirements. Actions recommended for Phase II Permit compliance are included in Table 7-1, which presents the work plan for 2019 municipal operations and maintenance.

Table 7-1. 2019 Municipal Operations and Maintenance Work Plan			
Task ID	Description	Lead	Compliance Time Frame
MOM-1	Continue to refine and implement the O&M for Municipal Operations activities and programs as the new Phase II Permit's requirements are implemented.	Public Works	Ongoing
MOM-2	Conduct annual inspections of all treatment and flow control (other than catch basins) in the public system and perform maintenance as triggered by the maintenance standards.	Public Works	Ongoing
MOM-3	Continue catch basin inspections at a rate that ensures all catch basins are inspected every two years.	Public Works	Ongoing
MOM-4	Clean catch basins as needed based on inspection results.	Public Works	Ongoing
MOM-5	Perform street sweeping to reduce the amount of street waste that enters the storm drainage conveyance system.	Public Works	Ongoing
MOM-6	Implement SWPPPs at required City facilities.	Public Works	Ongoing
MOM-7	Refresh staff training on SWPPP.	Public Works	Ongoing
MOM-8	Summarize annual activities for "Municipal Operations and Maintenance" component of the Annual Report; identify any updates to SWMP.	Public Works	Due on or before March 31

Section 8

MONITORING AND ASSESSMENT

The City participates in the Stormwater Action Monitoring (SAM) program. The group aims to improve stormwater management, reduce pollution, improve water quality, and reduce flooding. They do this by working together to measure stormwater impacts on the environment and evaluate the effectiveness of efforts to manage stormwater. To achieve this goal, SAM targets three categories: effectiveness studies, status and trends studies and source identification. Effectiveness studies look at how well required or innovative stormwater management practices are working. Status and trends studies document water quality and whether it is improving or not. Source identification focuses on the common sources of illicit discharges and regional solutions and elimination methods. More information on SAM may be found on the Ecology website. A link to the SAM page is provided in Appendix C.

This section provides a description of the Phase II Permit requirement related to monitoring and assessment, and the City's planned compliance activities for 2019.

Section 8.1 Permit Requirements

Permit Section S8 requires the City to conduct water quality sampling and program assessments during the Phase II Permit cycle, or pay annually into a collective fund to implement monitoring through the Regional Stormwater Monitoring Program (RSMP). The RSMP was renamed in 2017 and is now called Stormwater Action Monitoring, other than a new name the program remains the same.

The Phase II Permit requirements are:

- Regarding status and trends monitoring in Puget Sound, the City selected Option 1, requiring the City to pay into a collective fund to implement a Regional Stormwater Monitoring Program (RSMP) for small streams and marine nearshore status trends; annual payments to Ecology are due by August 15th of each year.
- Regarding effectiveness studies, the City selected Option 1, requiring the City to pay into a collective fund to implement RSMP effectiveness studies; annual payments to Ecology are due by August 15th of each year.
- Pay into a collective fund to implement the RSMP Source Identification Information Repository (SIDIR); annual payments to Ecology are due by August 15th of each year.
- Provide a description of stormwater monitoring or studies conducted by the City during the reporting period. If stormwater monitoring was conducted on behalf of the City, or if studies or investigations conducted by other entities were reported to the City, a brief description of the type of information gathered or received shall be included in the Annual Report.

Section 8.2 Planned 2019 Compliance Activities

The City has a Water Quality Monitoring Program and will update the program to maintain compliance as Ecology phases in new Phase II Permit requirements. Actions recommended for continued Phase II Permit compliance are included in Table 8-1, which presents the work plan for 2019 monitoring and assessment.

Table 8-1. 2019 Monitoring and Assessment Work Plan			
Task ID	Task Description	Lead	Compliance Time Frame
MA-1	Continue annual payment into RSMP for small streams and marine nearshore status trends.	Public Works	Annual payment due by August 15 th
MA-2	Continue annual payment into RSMP for effectiveness studies.	Public Works	Annual payment due by August 15 th
MA-3	Continue annual payment into RSMP for Source Identification Information Repository.	Public Works	Annual payment due by August 15 th
MA-4	Summarize annual monitoring activities for the Annual Report.	Public Works	Annual Report due on or before March 31

Section 9

REPORTING REQUIREMENTS

This section describes the Phase II Permit requirements and planned activities related to reporting activities required under the Permit.

9.1 Permit Requirements

Section S9 of the Phase II Permit requires the City to:

- Submit an annual report to Ecology by March 31 of the following year. The reporting period for annual reports will be the previous calendar year. The Annual Report shall include a copy of the Permittee's current SWMP Plan, submittal of the annual report form, and attachments to the annual report form including summaries, descriptions, reports and other information as required.
- Retain all records related to the Phase II Permit and SWMP for at least five years and submit records to Ecology upon request.
- Make all records related to this permit and the Permittee's SWMP available to the public at reasonable times during business hours. A reasonable charge may be assessed by the Permittee for making photocopies of records.

9.2 Planned 2019 Compliance Activities

This SWMP has been prepared to demonstrate compliance with the requirements of the NPDES Phase II Permit and to describe future planned activities. This SWMP will be updated annually to reflect progress with implementing all elements of the stormwater management program required for compliance with the Phase II Permit. It will be posted to the City of Anacortes website as required by the permit.

Table 9-1. 2019 Reporting Requirements Work Plan			
Task ID	Task Description	Lead	Compliance Timeframe
RR-1	Submit Annual Report	PW	Due on or before March 31
RR-2	Retain records related to Phase II Permit and SWMP for at least five years	PW	Ongoing
RR-3	Make all records related to the Phase II Permit and SWMP available to the public.	PW	Ongoing

Section 10

PROPOSED 2019 PERMIT REQUIREMENTS

A new NPDES Western Washington Phase II Permit will be issued in 2019. The final permit has not been released yet. However, the draft of the permit that Ecology released proposes additional requirements for the City's SWMP. This section introduces the expected upcoming requirements and how the City intends to meet the requirements.

Section 10.1 Proposed Permit Requirements

Comprehensive Stormwater Planning

The proposed 2019 NPDES Phase II Permit includes Comprehensive Stormwater Planning as an additional element of a Permittee's SWMP. Comprehensive stormwater planning aids the Permittee in developing long range, basin wide programs that can address the full range of impacts caused by land development. There are three main components of comprehensive stormwater planning.

1. Coordination with long-range plan updates:
Coordination with long-range plan updates will require reporting of how stormwater infrastructure and receiving water health needs are informing the planning update processes and influencing policies and implementation strategies in the City.
2. Low impact development code-related requirements:
Permittees will continue to make LID the preferred and commonly-used approach to site development. An annual report identifying administrative or regulatory barriers to implementation of LID principles and measures to address the barriers are proposed in the new permit.
3. Stormwater Management Action Planning:
Stormwater Management Action Planning requires Permittees to assess their receiving waters and prioritize watershed basins for tailored management actions.

Source Control Program

The proposed 2019 NPDES Phase II Permit includes a Source Control Program as an additional element of a Permittee's SWMP. The purpose of source control is to prevent and reduce pollutants in stormwater runoff. It is easier to stop pollution at the source than to treat it in the MS4.

Section 10.2 Planned 2019 Compliance Activities

When the final Phase II Permit is released the City will develop a plan to meet permit requirements.

Appendix A

ACRONYMS AND DEFINITIONS

Acronyms and Abbreviations

AKART – All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment

BMP – Best Management Practice

CWA – Clean Water Act of 1972

Ecology – Department of Ecology

EPA – Environmental Protection Agency

FBARCSC – Fidalgo Bay Aquatic Reserve Citizen Stewardship Committee

IDDE – Illicit Discharge Detection and Elimination

IS – Information Services

MEP – Maximum Extent Practicable

MS4 – Municipal Separate Storm Sewer System

NPDES – National Pollutant Discharge Elimination System

O&M – Operations and Maintenance

Phase II Permit – National Pollutant Discharge Elimination System Phase II Permit

RSMP – Regional Stormwater Monitoring Program

SAM – Stormwater Action Monitoring

SCD – Skagit Conservation District

SIDIR – Source Identification Information Repository

SOP – Standard Operating Procedure

STORM – Stormwater Outreach for Regional Municipalities

SWMMWW – Stormwater Management Manual for Western Washington (2012, amended 2014)

SWMP – Stormwater Management Plan

SWPPP – Stormwater Pollution Prevention Plan

TMDL – Total Maximum Daily Load

Definitions

The following definitions are taken directly from the Phase II Permit and are reproduced here for the reader's convenience.

40 CFR means Title 40 of the Code of Federal Regulations, which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

AKART means all known, available, and reasonable methods of prevention, control and treatment. See also State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

All known, available and reasonable methods of prevention, control and treatment refers to the State Water Pollution Control Act, chapter 90.48.010 RCW and chapter 90.48.520 RCW.

Applicable TMDL means a TMDL which has been approved by EPA on or before the issuance date of this Permit, or prior to the date that Ecology issues coverage under this Permit, whichever is later.

Beneficial Uses means uses of waters of the state which include but are not limited to use for domestic, stock watering, industrial, commercial, agricultural, irrigation, mining, fish and wildlife maintenance and enhancement, recreation, generation of electric power and preservation of environmental and aesthetic values, and all other uses compatible with the enjoyment of the public waters of the state.

Best Management Practices are the schedules of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State.

BMP means Best Management Practice.

Bypass means the diversion of stormwater from any portion of a stormwater treatment facility.

Census defined urban area means Urbanized Area.

Circuit means a portion of a MS4 discharging to a single point or serving a discrete area determined by traffic volumes, land use, topography or the configuration of the MS4.

Component or **Program Component** means an element of the Stormwater Management Program listed in S5 Stormwater Management Program for Cities, Towns, and Counties or S6 Stormwater Management Program for Secondary Permittees, S7 Compliance with Total Maximum Daily Load Requirements, or S8 Monitoring of this permit.

Conveyance system means that portion of the municipal separate storm sewer system designed or used for conveying stormwater.

Co-Permittee means an owner or operator of an MS4 which is in a cooperative agreement with at least one other applicant for coverage under this permit. A Co-Permittee is an owner or operator of a regulated MS4 located within or in proximity to another regulated MS4. A Co-Permittee is only responsible for permit conditions relating to discharges from the MS4 the Co-Permittee owns or operates. See also 40 CFR 122.26(b)(1)

CWA means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (6-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq).

Director means the Director of the Washington State Department of Ecology, or an authorized representative.

Discharge Point means the location where a discharge leaves the Permittee's MS4 through the Permittee's MS4 facilities/BMPs designed to infiltrate.

Entity means a governmental body, or a public or private organization.

EPA means the U.S. Environmental Protection Agency.

General Permit means a permit which covers multiple dischargers of a point source category within a designated geographical area, in lieu of individual permits being issued to each discharger.

Ground water means water in a saturated zone or stratum beneath the surface of the land or below a surface water body. Refer to chapter 173-200 WAC.

Hazardous substance means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or WAC 173-303-100.

Heavy equipment maintenance or storage yard means an uncovered area where any heavy equipment, such as mowing equipment, excavators, dump trucks, backhoes, or bulldozers are washed or maintained, or where at least five pieces of heavy equipment are stored on a long-term basis.

Highway means a main public road connecting towns and cities.

Hydraulically near means runoff from the site discharges to the sensitive feature without significant natural attenuation of flows that allows for suspended solids removal. See Appendix 7 Determining Construction Site Sediment Damage Potential for a more detailed definition.

Hyperchlorinated means water that contains more than 10 mg/Liter chlorine.

Illicit connection means any infrastructure connection to the MS4 that is not intended, permitted or used for collecting and conveying stormwater or non-stormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3). Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the MS4.

Illicit discharge means any discharge to a MS4 that is not composed entirely of stormwater or of nonstormwater discharges allowed as specified in this permit (S5.C.3 and S6.D.3).

Impervious surface means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or stormwater areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

Land disturbing activity means any activity that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land disturbing activities include, but are not limited to clearing, grading, filling and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered land disturbing activity. Vegetation maintenance practices, including

landscape maintenance and gardening, are not considered land disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures.

LID means Low Impact Development.

LID BMP means low impact development best management practices.

LID Principles means land use management strategies that emphasize conservation, use of on- site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

Low Impact Development means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

Low impact development best management practices means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.

Material Storage Facilities means an uncovered area where bulk materials (liquid, solid, granular, etc.) are stored in piles, barrels, tanks, bins, crates, or other means.

Maximum Extent Practicable refers to paragraph 402(p)(3)(B)(iii) of the federal Clean Water Act which reads as follows: Permits for discharges from municipal storm sewers shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques, and system, design, and engineering methods, and other such provisions as the Administrator or the State determines appropriate for the control of such pollutants.

MEP means Maximum Extent Practicable.

MS4 means municipal separate storm sewer system.

Municipal Separate Storm Sewer System means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of Washington State.
- (ii) Designed or used for collecting or conveying stormwater.
- (iii) Which is not a combined sewer;
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.; and
- (v) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to 40 CFR 122.26.

National Pollutant Discharge Elimination System means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

Native vegetation means vegetation comprised of plant species, other than noxious weeds, that are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur on the site. Examples include trees such as Douglas Fir, western hemlock, western red cedar, alder, big-leaf maple; shrubs such as willow, elderberry, salmonberry, and salal; and herbaceous plants such as sword fern, foam flower, and fireweed.

New development means land disturbing activities, including Class IV General Forest Practices that are conversions from timber land to other uses; structural development, including construction or installation of a building or other structure; creation of hard surfaces; and subdivision, short subdivision and binding site plans, as defined and applied in chapter 58.17 RCW. Projects meeting the definition of redevelopment shall not be considered new development. Refer to Appendix 1 for a definition of hard surfaces.

New Permittee means a city, town, or county that is subject to the Western Washington Municipal Stormwater General Permit and was not subject to the permit prior to August 1, 2013.

New Secondary Permittee means a Secondary Permittee that is covered under a municipal stormwater general permit and was not covered by the permit prior to August 1, 2013.

NOI means Notice of Intent.

Notice of Intent means the application for, or a request for coverage under a General Permit pursuant to WAC 173-226-200.

Notice of Intent for Construction Activity means the application form for coverage under the Construction Stormwater General Permit.

Notice of Intent for Industrial Activity means the application form for coverage under the General Permit for Stormwater Discharges Associated with Industrial Activities.

NPDES means National Pollutant Discharge Elimination System.

Outfall means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the Permittee's MS4 and enters a surface receiving waterbody or surface receiving waters. Outfall does not include pipes, tunnels, or other conveyances which connect segments of the same stream or other surface waters and are used to convey primarily surface waters (i.e., culverts).

Permeable pavement means pervious concrete, porous asphalt, permeable pavers or other forms of pervious or porous paving material intended to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

Permittee unless otherwise noted, the term "Permittee" includes city, town, or county Permittee, Co-Permittee, New Permittee, Secondary Permittee, and New Secondary Permittee.

Physically Interconnected means that one MS4 is connected to another storm sewer system in such a way that it allows for direct discharges to the second system. For example, the roads with drainage systems and municipal streets of one entity are physically connected directly to a storm sewer system belonging to another entity.

Project site means that portion of a property, properties, or right-of-ways subject to land disturbing activities, new hard surfaces, or replaced hard surfaces. Refer to Appendix 1 for a definition of hard surfaces.

QAPP means Quality Assurance Project Plan.

Qualified Personnel means someone who has had professional training in the aspects of stormwater management for which they are responsible and are under the functional control of the Permittee. Qualified Personnel may be staff members, contractors, or volunteers.

Quality Assurance Project Plan means a document that describes the objectives of an environmental study and the procedures to be followed to achieve those objectives.

RCW means the Revised Code of Washington State.

Receiving waterbody or receiving waters means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, or ground water, to which infiltration MS4 discharges.

Redevelopment means, on a site that is already substantially developed (i.e., has 35% or more of existing hard surface coverage), the creation or addition of hard surfaces; the expansion of a building footprint or addition or replacement of a structure; structural development including construction, installation or expansion of a building or other structure; replacement of hard surface that is not part of a routine maintenance activity; and land disturbing activities. Refer to Appendix 1 for a definition of hard surfaces.

Regional Stormwater Monitoring Program means, for all of western Washington, a stormwater focused monitoring and assessment program consisting of these components: status and trends monitoring in small streams and marine nearshore areas, stormwater management program effectiveness studies, and a source identification information repository (SIDIR). The priorities and scope for the RSMP are set by a formal stakeholder group. For this permit term, RSMP status and trends monitoring will be conducted in the Puget Sound basin only.

Regulated Small Municipal Separate Storm Sewer System means a Municipal Separate Storm Sewer System which is automatically designated for inclusion in the Phase II stormwater permitting program by its location within an Urbanized Area, or by designation by Ecology and is not eligible for a waiver or exemption under S1.C.

RSMP means Regional Stormwater Monitoring Program.

Runoff is water that travels across the land surface and discharges to water bodies either directly or through a collection and conveyance system. See also "Stormwater."

Secondary Permittee is an operator of a regulated small MS4 which is not a city, town or county. Secondary Permittees include special purpose districts and other public entities that meet the criteria in S1.B.

Sediment/Erosion-Sensitive Feature means an area subject to significant degradation due to the effect of construction runoff, or areas requiring special protection to prevent erosion. See Appendix 7 Determining Construction Site Sediment Transport Potential for a more detailed definition.

Shared water bodies means water bodies, including downstream segments, lakes and estuaries that receive discharges from more than one Permittee.

SIDIR means Source Identification Information Repository.

Significant contributor means a discharge that contributes a loading of pollutants considered to be sufficient to cause or exacerbate the deterioration of receiving water quality or instream habitat conditions.

Small Municipal Separate Storm Sewer System means an MS4 that is not defined as “large” or “medium” pursuant to 40 CFR 122.26(b)(4) & (7) or designated under 40 CFR 122.26 (a)(1)(v).

Source control BMP means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. The SWMMWW separates source control BMPs into two types. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater. See Volume IV of the SWMMWW (2012) for details.

Stormwater means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

Stormwater Associated with Industrial and Construction Activity means the discharge from any conveyance which is used for collecting and conveying stormwater, which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, or associated with clearing, grading and/or excavation, and is required to have an NPDES permit in accordance with 40 CFR 122.26.

Stormwater Management Program means a set of actions and activities designed to reduce the discharge of pollutants from the MS4 to the MEP and to protect water quality, and comprising the components listed in S5 (for cities, towns and counties) or S6 (for Secondary Permittees) of this Permit and any additional actions necessary to meet the requirements of applicable TMDLs pursuant to S7 Compliance with TMDL Requirements, and S8 Monitoring and Assessment.

Stormwater Treatment and Flow Control BMPs/Facilities means detention facilities, treatment BMPs/facilities, bioretention, vegetated roofs, and permeable pavements that help meet Appendix 1 Minimum Requirements #6 (treatment), #7 (flow control), or both.

SWMMWW or Stormwater Management Manual for Western Washington means Stormwater Management Manual for Western Washington (as amended in 2014).

SWMP means Stormwater Management Program.

TMDL means Total Maximum Daily Load.

Total Maximum Daily Load means a water cleanup plan. A TMDL is a calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant’s sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The calculation must include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation must also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support

(fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

Tributary conveyance means pipes, ditches, catch basins, and inlets owned or operated by the Permittee and designed or used for collecting and conveying stormwater.

UGA means Urban Growth Area.

Urban Growth Area means those areas designated by a county pursuant to RCW 36.70A.110.

Urbanized Area is a federally-designated land area comprising one or more places and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile. Urbanized Areas are designated by the U.S. Census Bureau based on the most recent decennial census.

Vehicle Maintenance or Storage Facility means an uncovered area where any vehicles are regularly washed or maintained, or where at least 10 vehicles are stored.

Water Quality Standards means Surface Water Quality Standards, chapter 173-201A WAC, Ground Water Quality Standards, chapter 173-200 WAC, and Sediment Management Standards, chapter 173-204 WAC.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and water courses within the jurisdiction of the State of Washington.

Waters of the United States refers to the definition in 40 CFR 122.2.

Appendix B

ANACORTES MUNICIPAL CODE

The following code sections pertain to the Anacortes Stormwater Management Program

Title 18 Environmental Protection

Chapter 18.04 State Environmental Policy Act

Chapter 18.16 Shoreline Master Plan

Chapter 18.30 Illicit Discharges and Connections to the Stormwater Drainage System

Chapter 18.40 Operations and Maintenance of Private and Municipal Stormwater Facilities

Title 19 Unified Development Code

Chapter 19.76 Stormwater

Chapter 19.78 Clearing and Grading

Title 20 Civil Enforcement and Penalties

Appendix C

USEFUL LINKS

City of Anacortes website: <https://www.anacorteswa.gov/>

City of Anacortes stormwater website: <https://www.anacorteswa.gov/493/Stormwater>

Anacortes IDDE Program: <https://www.anacorteswa.gov/DocumentCenter/View/13588/IDDE-Manual-with-Appendix-A-F-October-2018-PDF>

Skagit Conservation District: <http://www.skagitcd.org/>

Department of Ecology: <https://ecology.wa.gov/>

NPDES Phase II Permit: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwater>

Stormwater Action Monitoring: <https://ecology.wa.gov/Regulations-Permits/Reporting-requirements/Stormwater-monitoring/Stormwater-Action-Monitoring>

Skagit Conservation District Programs in partnership with the City of Anacortes:

Backyard Conservation Stewardship Program: http://skagitcd.org/backyard_wildlife

Watershed Masters Volunteer Training Program: http://skagitcd.org/watershed_masters

Skagit Stream Team: http://skagitcd.org/stream_team

Brochures available on the City of Anacortes website:

Charity Car Wash Kits: <https://www.anacorteswa.gov/DocumentCenter/View/4584/Charity-Car-Wash-Kits-PDF>

Five Steps to Natural Yard Care: <https://www.anacorteswa.gov/DocumentCenter/View/4585/Five-Steps-to-Natural-Yard-Care-PDF>

Food and Restaurant Good Cleaning Practices:

<https://www.anacorteswa.gov/DocumentCenter/View/4586/Food-and-Restaurant-Good-Cleaning-Practices-PDF>

Industry Automobile Good Cleaning Practices:

<https://www.anacorteswa.gov/DocumentCenter/View/4587/Industry-Automobile-Good-Cleaning-Practices-PDF>

Low Impact Development (LID) Fact Sheet: <https://www.anacorteswa.gov/DocumentCenter/View/4588/Low-Impact-Development-LID-Fact-Sheet-PDF>

Mobile Carpet Cleaning Practices: <https://www.anacorteswa.gov/DocumentCenter/View/4589/Mobile-Carpet-Cleaning-Practices-PDF>

Power Washing Practices: <https://www.anacorteswa.gov/DocumentCenter/View/4590/Power-Washing-Practices-PDF>

DRAFT

City of Anacortes Contracting Ordinance and Purchasing Policy

March 11, 2019



Contract Authority Amount



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Contracting Authority in Other Cities

• Burlington	\$7,500
• Mount Vernon	\$300,000 for PW \$10,000 for services \$25,000 for supplies & materials
• Oak Harbor	\$30,000 and less than 1 year
• Monroe	\$100,000 for PW & Services \$50,000 for supplies, equip, & mat'l
• Washougal	\$25,000
• Bonney Lake	\$10,000 for goods and services \$20,000 for construction
• Port Orchard	\$35,000, purchases over \$7500 not consistent with budget
• SeaTac	\$50,000
• Kirkland	\$50,000
• Spokane	\$49,000
• Tacoma	\$200,000
• Arlington	\$100,000
• Bainbridge Island	\$50,000
• Bothel	\$50,000 for PW and Pers Svc \$100,000 for supplies, equip, & mat'l

Contracting Ordinance



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Mayor's Contracting Authority: 1.30.040 (A)

- **Section 1.30.040 Approval by mayor.**
 - A. The mayor is authorized to approve contracts that meet all of the following criteria:
 1. The total aggregate value of the contract is less than \$30,000.
 2. The contract amount is within budget authority for the specified BARS numbers.
 3. The contract is made, and the vendor has been selected, consistent with the City's purchasing policy.
 4. The contract has been approved by the City Attorney.

Recommended Motion



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Proposed Action

1. Determine contract authority amount.
2. Move to adopt Ordinance 3036 and Resolution 2030 with direction to staff (if necessary) to update the contract authority amount to ##### in both documents prior to Mayor's signature.
3. Staff will make the following adjustments:

Ord 3036	Purch Policy
1.30.040(A)(1)	VIII (A-C), plus examples 2, 3
1.30.040(A)(2)(a),(b)	Pg. 11 flow chart
	XI(B) table values
	Pg. 17 SWR up to \$34,999 – bullet 4

Questions?

darcys@cityofanacortes.org





City Council Agenda Bill

Meeting Date: 3/11/2019

Agenda Item: 7g and 7h

Subject: Contracting Ordinance and Purchasing Policy

Staff Contact: Darcy Swetnam

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
x	Ordinance No. 3036
	Code Revision? Yes
x	Resolution No. 2030

Summary Statement: Please see the updated clean version of the contract ordinance incorporating feedback from previous City Council discussion.

Background: Staff have been working for some time on updating the City's contracting ordinance and purchasing policy to align with state law requirements and provide clear guidance to staff and contracting parties. Ordinance 3036 and Resolution 2030 are presented together because they provide the framework for all City procurement and contracting. Ordinance 3036 clearly lays out Council delegation of authority for contracting, while clarifying key requirements of all City contracts. Resolution 2030 adopts the purchasing policy, which identifies City rules for procurement, contracting, and contract administration. These drafts have been reviewed extensively by the Council Finance Committee. They have also been reviewed by City Department Heads and key City staff user groups, including the public works management team, project managers, and administrative support staff. The drafts presented tonight incorporate feedback and comments from all of these groups.

Budget Impact	
Amount Budgeted	N/A

Previous Council/Committee Action: The purchasing policy and contracting ordinance have been presented to and amended by the Council Finance Committee. There have been three meetings over the past year where these items were considered, most recently on [February 19, 2019](#) and [March 4, 2019](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Ordinance 3036 and Resolution 2030. (If desired, with direction that staff amend the Mayor's contracting authority to reflect the dollar figure identified during the meeting.)

Alternative Actions: N/A

Attachments (listed in order presented): Ordinance 3036, Resolution 2030

**City of Anacortes
Ordinance No. 3036**

An Ordinance of the City of Anacortes, Washington, adopting a new Chapter 1.30 in the Anacortes Municipal Code and repealing Resolutions

Whereas Resolution 1301, adopted in 1994, authorized the Mayor to execute contracts with total dollar values of less than \$5,000 without City Council approval; and

Whereas Resolution 1591, adopted in 2002, authorized the Mayor to execute Public Works contracts with total dollar values of less than \$30,000 without City Council approval; and

Whereas Resolution 1735, adopted in 2006, authorized the Mayor to execute contracts City-wide with total dollar values of less than \$30,000 without City Council approval; and

Whereas Resolution 1818, adopted in 2011, authorized the Mayor to execute contract change orders associated with the Water Treatment Plant Improvement Project with total dollar values of less than \$100,000 during the project without City Council approval;

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

Section 1. A new Chapter 1.30 is created in the Anacortes Municipal Code to read as shown in Attachment A.

Section 2. Resolutions 1301, 1591, 1735, and 1818, and the provisions of any other resolution delegating contract authority are repealed.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED AND APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A
Chapter 1.30 Contracts

1.30.010 General Provisions	3
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1.30.030 Review	4
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Section 1.30.010 General Provisions

A. Purpose.

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

B. Applicability

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

C. Definitions

1. "Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to:
 - a. Public Works agreements;

- b. Personal services agreements;
 - c. Employment contracts;
 - d. Grant agreements;
 - e. Agreements pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34;
 - f. Leases of real property.
2. "Goods" means products, materials, supplies, or equipment.

Section 1.30.020 Form

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

Section 1.30.030 Review

- A. All contracts must be reviewed by the following City staff members for consistency with the following criteria prior to approval:
 - 1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and City finance policies and procedures.
 - 2. The City Attorney must determine the contract is consistent with state, local, federal, and common law.
 - 3. The Department Head responsible for the agreement must determine the contract is consistent with the Department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the Department Head must demonstrate the contract is necessary.
 - 4. The City Contract Specialist must determine the contract is consistent with City procurement and contracting policies and procedures.

Section 1.30.040 Approval by mayor.

- A. The mayor is authorized to approve contracts that meet all of the following criteria:

- a. The total aggregate value of the contract is less than \$30,000; OR
 2. The contract amount is within budget authority for the specified BARS numbers.
 3. The contract is made, and the vendor has been selected, consistent with the City's purchasing policy.
 4. The contract has been approved by the City Attorney.
- B. The mayor is authorized to approve modifications to contracts that meet all of the following criteria:
1. One of the following applies:
 - a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$30,000.00; OR
 - b. Cost modifications for contracts with an original value between \$30,000-\$99,999 which results in a new total contract amount less than \$10,000 over the original contract amount; OR
 - c. Cost modifications for contracts with an original value \$100,000 or more which results in a new total contract amount less than 110% over the original contract amount.
 2. The modification does not modify the contract's general terms and conditions or extend the term of the contract more than one year.
 3. The modification has been approved by the City Attorney.
- C. Any contract that the mayor is not authorized to approve must be approved by the City Council.
- D. All agreements made pursuant to the Interlocal Cooperation Act at RCW 39.34 must be approved by the City Council.
- E. Any contract that includes the conveyance of a real property interest to or from the City or a lease to which the City is party with a term of one calendar year or more must be approved by the City Council.
- F. The mayor may not delegate authority to sign contracts to any other person.
- G. The City Council reserves the authority to modify this delegation of authority by resolution or motion.

Section 1.30.050 Approval by City Council

- A. Any contract to be approved by City Council must be presented in its entirety to the City Council, with all attachments.
- B. Prior to presentation to City Council, all contracts must be reviewed in accordance with Section 1.30.030.

Section 1.30.060 Ratification

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

Section 1.30.070 Numbering, Recording, and Retention

- A. The City Contract Specialist must assign every contract and modification a unique identifier. Contracts must be identified in the form YY-####-CAT-###, where YY is the two-digit year of project initiation and ### is a number with leading zeros incremented for each contract approved that resets to 1 at the beginning of each year. CAT is the category of the contract, and the final ### is the number of the instrument related to the project.
- B. Effective August 1, 2018, all contracts must be recorded in the City's Electronic Records Management System and made available to the public on the City's website within five days of approval.
- C. After recording in the City's Electronic Records Management System and verification of imaging accuracy, the paper version of a contract may be destroyed consistent with RCW.

RESOLUTION NO. 2030

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES ADOPTING THE CITY OF ANACORTES PURCHASING POLICY**

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

WHEREAS, Council has decided to delegate some of its contracting authority to the Mayor by Ordinance 3036; and

WHEREAS, Council now wishes to formally adopt procurement policies for City procurement and contracting with the City of Anacortes.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the attached Purchasing Policy is hereby adopted.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this ____ day of _____, 2019.**

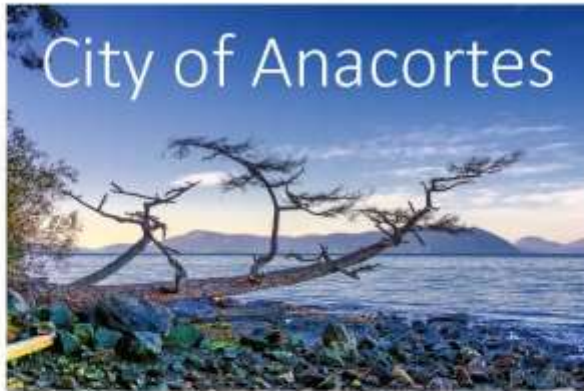
LAURIE M. GERE, MAYOR

Approved as to form and legality:

Steve D. Hoglund, City Clerk Treasurer

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:



PURCHASING POLICY



2019

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I. GENERAL

A. Purpose

This document is intended to direct the purchase of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

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

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

C. Scope

These guidelines apply to purchases of:

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

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

D. Controlling Laws

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

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

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

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

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

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

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

B. Former Employees as Vendors/Consultants/Contractors

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

III. ACCOUNTABILITY AND COMMUNICATIONS

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

A. Public Disclosure

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

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

B. Maintain Confidentiality

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

C. Fair, Prudent and Thorough Evaluation

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

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

Use caution:

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

IV. GRANTS & FEDERAL FUNDING

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



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

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

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

V. CONTROLLED COMMODITIES

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

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

VI. DETERMINING CONTRACT VALUE

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

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

VII. BID SPLITTING

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

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

To avoid bid splitting:

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

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code Chapter 1.30². **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.**

City Council approval is required for public works, professional, purchased, or personal services contracts that:

- A. Are contracts with a total aggregate value of \$30,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$30,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$30,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

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

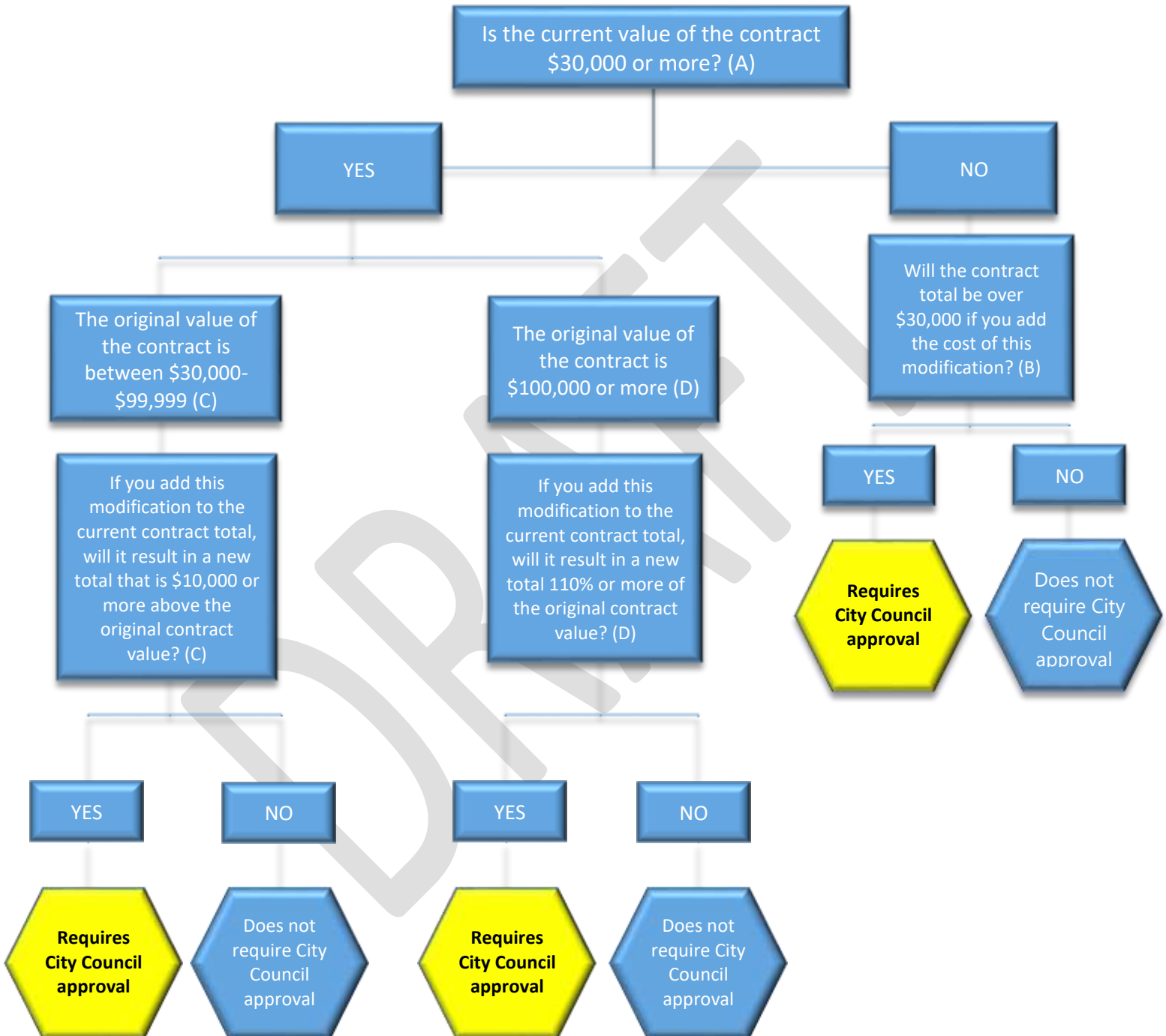
Example 2: a \$35,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$30,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10k or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not have a total value of \$30k or more(A), does not push the total contract amount over the \$30k threshold(B), and is not for a contract with an original value between \$30,000-\$99,999(C) or \$100k or more(D), so it does not need to be approved by Council.

Example 4: a \$25,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$31,000. Modification #1 did not meet any of the requirements of A, B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$30k signature threshold(B) and so it does need to be approved by Council.

² Ordinance 3036

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

Electronic (digital) signatures are defined under [RCW 19.34.020](#):

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

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

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

X. TYPES OF PROJECTS

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

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

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

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

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

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



PUBLIC WORKS



XI. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance”³ to pretty much any structure or facility the city owns. L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person wearing tools who isn’t city staff, the purchase falls under public works procurement rules.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary.

ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$40,000	Optional	\$0-\$29,999 = Mayor \$30,000+ = City Council
	Over \$40,000	Required	City Council
Multi Trade or Craft	\$0-\$65,000	Optional	\$0-\$29,999 = Mayor \$30,000+ = City Council
	Over \$65,000	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$34,999	Minimum 3 quotes requested	\$0-\$29,999 = Mayor \$30,000+ = City Council
	\$35,000-\$149,999	Minimum 5 quotes requested	City Council
	\$150,000-\$300,000	Minimum 5 quotes requested and must notify all contractors on roster list	City Council
	DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL
Unit-Priced On-Call Contracts	\$0-\$300,000	Follow the Small Works Roster Rules	\$0-\$29,999 = Mayor \$30,000+ = City Council

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

³ [RCW 39.04.010](#)

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$40,000 (single craft) or \$65,000 (multiple craft). For larger projects, you must contract with a responsible contractor. However, the city must provide a report to the state auditor of the costs of all public works in excess of \$5,000 that are not let by contract. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

D. Determining the Cost of a Public Work

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

E. Procuring Through Quotes

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

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

F. Small Works Roster (SWR)⁵

When the estimated cost of a public works project is \$300,000 or less, the city may follow the Small Works Roster (SWR) process⁶ for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC.

⁴ [RCW 39.04.020](#)

⁵ [RCW 39.04.155](#)

⁶ [Resolution 1836](#)

Publication:

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

To use the SWR:

- Notifications and postings must emphasize that bids will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a bid under the subject solicitation. Contractors who bid on this project must be registered on the Small Works Roster by the time that bids are due.*
- Notifications and postings should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. Invitation for quotations shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the invitation.
- At the time bids are solicited, the city shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to handle them.
- The Project Manager or Contract Specialist shall make a written record of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
- The Project Manager forwards solicitation, quotes, and project information to the Contract Specialist who initiates the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.

Small Works Roster “Limited Public Works Process” – up to \$34,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the city may award such a contract using the limited public works process.⁷
- A minimum of three electronic or written quotations from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder⁸.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- If the contract value is \$30,000 or more it is required to be approved for award by City Council.

Small Works Roster Process - Between \$35,000 and \$149,999

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

Small Works Roster Process - Between \$150,000 and \$300,000

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

⁷ [RCW 39.04.155\(3\)](#)

⁸ [RCW 39.04.350](#)

G. Formal Bid Process – Public Works

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

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.
4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's check, postal money order, or surety bond.
6. Public bid opening is required.
7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
8. The Contract Specialist verifies the contractor is a responsible bidder.
9. The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
10. The Contract Specialist administers the contract process.

H. Requests for Bid Documents

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

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

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

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

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

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

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

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

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

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

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract total aggregate value is limited to a maximum of \$300,000, the Small Works Roster threshold.
3. The term of the contract must expire at the end of the current budget cycle or within two years, whichever is first.
4. The Small Works Roster procedures must be used for procurement.
5. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

⁹ [RCW 35.23.352](#)

To Bid a Unit-Priced On-Call Contract:

- Use the Small Work Roster procedures applicable to the estimate total aggregate value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate value (\$300,000 maximum) including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wage rates in effect at the beginning date of contract year must be applied.
 - Specify that Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and Industries annually (12-month contract period).

Unit Priced Systemwide Maintenance and Repair Contracts:

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

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

Examples include:

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

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

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later

than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

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

L. Responsive Bid

What is a Responsive Bid?

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

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

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

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

Additional items may be required shortly after bid opening:

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

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

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

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

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

M. Responsible Bidder

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

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

- At the time of bidding be a registered contractor in compliance with chapter [18.27 RCW](#)
- Have a current Washington State Unified Business Identifier (UBI) number
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#)
- Have an Employment Security Department (ESD) account as required in [Title 50 RCW](#)
- Have a state excise tax registration number as required in [Title 82 RCW](#)
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#)
- Not have any apprenticeship violations, if applicable
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).

¹⁰ [RCW 39.30.060](#)

¹¹ [RCW 39.04.010](#)

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

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

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

O. Retainage

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

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

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

¹³ [RCW 39.08.010](#)

¹⁴ [Chapter 60.28 RCW](#)

¹⁵ [RCW 60.28.011](#)

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

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

P. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁶. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- Public works contracts require that each and every employer on the project file a Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.
- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded, and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁸.

¹⁶ [RCW 39.12](#)

¹⁷ [WAC 296-127-011](#)

¹⁸ [WAC 296-127-023](#)

- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.
- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁹. This should also be stated in the bid specifications and contracts.

To look up current federal wage decisions by trade and county, see Wage Determinations Online [Selecting DBA Wage Decisions](#).

¹⁹ [WAC 296-127-025](#)



SERVICES



XII. SERVICES

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

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

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

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

Purchases of A & E Services

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

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

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

B. Personal Services

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

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

Purchases of Personal Services

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

C. Purchased Services

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

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

- Examples: janitorial services, elevator or equipment inspection (but not *repair*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing

L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The Contract Specialist must be involved in the formal bid or RFP process.
2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents to the Contract Specialist who then administers contract process.

D. Publication

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



MATERIALS, SUPPLIES, AND EQUIPMENT



XIII. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

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

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

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

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

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

			Legal Restrictions: Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process.
			Legal Restrictions: Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

A. THRESHOLDS:

***Approval:** *The Department Head may only approve purchases that are provided for in the city budget. Any vendor provided contracts should first be reviewed by the Contract Specialist and can only be signed by the Mayor.*

All dollar limits include freight, handling, set-up cost, and appropriate sales tax.

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

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

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

6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.
- In the request for quotes, be sure technical information defines acceptable quality and insure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.
- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

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

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process²⁰. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Publication:

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

To use the Vendor Roster, the Project Manager:

- Drafts a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Makes a good faith effort to contact at least three (3) of the vendors on the roster

to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment.

- Doesn't share telephone quotation from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment.
- Saves a written record of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attaches them to the electronic invoice.

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

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

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.
- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- Withdrawal of Bids - Cancellation of Awards. Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted

no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsible bidder.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Contract Specialist administers the contract process, if applicable.
- The Project Manager places the order.

E. Lowest Responsible Vendor

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

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

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

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the City, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

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

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

alternative competitive negotiation process requiring, at a minimum, the following steps:

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

XIV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes²¹ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

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

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

Exemptions to the competitive bidding requirements:

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

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality’s needs. In *Smith v. City of Seattle*, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city’s procedure was proper in the absence of abuse of

²¹ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

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

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

B. Special Market Conditions

Special Market Conditions – What Are They?

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

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

Auctions

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

C. Emergency Purchases

For purposes of this section “emergency” means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive bidding may be waived subject to the following process:

1. Obtain concurrence of the Department Head or designee that a qualifying emergency requiring immediate acquisition of goods or services exists.
2. The Project Manager must inform the contractor that prevailing wage rates apply and the paperwork will be required as soon as possible, and before payment is made.
3. Promptly notify the Contract Specialist of emergency situations by submitting a memo describing the situation as soon as an emergency is known.
4. The Contract Specialist prepares the contract and City Council documents.
5. Once approved by City Council, the Contract Specialist sends the contract, bonds

and insurance requirements to the contractor. Work may begin without the required documents but the executed contract must be obtained, along with an executed bonds, and insurance documentation, as soon as possible, and before any payment is made.

State law requires that if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract²².

Public works and improvements emergencies (e.g., broken water main, washed out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state and federal laws do not exempt these requirements during an emergency.

D. Inter-Governmental Cooperative Purchases

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

Prior to making a purchase under such an agreement, the city must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable within the city’s purchasing policy by using the [Cooperative Purchasing Checklist](#). The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

The originating agency’s procurement, advertisement, contract documents, and the completed [Cooperative Purchasing Checklist](#) must be saved with the city’s contract documents.

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

The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.

²² [RCW 39.04.280](#)

E. Pollution Control Facilities

Chapter [70.95A RCW](#), relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term “facility” is defined to mean “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution.” “Pollution” is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood “Self-Help” Projects

The city may contract with certain groups to do neighborhood improvement projects without regard to the competitive bidding laws. These groups include chambers of commerce, service organizations, community, youth, or athletic associations, or other similar associations located in and providing service to the immediate neighborhood. The contracting association may make park and recreation improvements, install equipment and artwork, and provide maintenance services while being reimbursed by the city for its expenses. The consideration received by the city (the improvements, artwork, etc.) must be at least equal to three times the city’s payment to the association. All payments made by the city under the authority of this section for all such contracts in any one year shall not exceed twenty-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets²³

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the “actual cost” of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual construction. The state is reimbursed from the city’s share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

²³ [RCW 47.24.050](#)

XV. ADDITIONAL/SPECIAL CONSIDERATIONS

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

A. Certificates of Insurance

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

B. Washington State Contractor's License

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

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

C. City of Anacortes Business License

A City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. You may look up business licenses on the [Department of Revenue website](#).

XVI. DISPOSAL OF SURPLUS PROPERTY

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

XVII. TRADE-INS

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

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparables.

Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

XVIII. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services.

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

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

To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](#).

B. Use Tax

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

Use tax is due if:

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

XIX. FREIGHT

A. Shipping Terms

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



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

B. Receiving Freight

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

Get what you sign for

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

Damaged Cartons

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

Concealed Damage

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

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

carriers will frequently waive inspection. Indicate person contacted on the claim form.

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

XX. PAYMENTS

Inform all vendors to send invoice(s) to:

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

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

Invoices related to contracts are processed by the Contract Specialist.

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

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

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

XXI. APPENDICES

A. Glossary

Bid

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

Bid Bond

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

Bidder

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

Change Order

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

Contract

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

Contract Modification

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

Final Acceptance

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

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

Fully Executed

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

Notice of Completion

After final acceptance of any public works project over \$35,000, a public agency must file a Notice of Completion with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁴. Each state agency must approve the Notice of Completion separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²⁵.

Request for Proposal (RFP)

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

Request for Quotation/Qualification (RFQ)

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

Payment Bonds

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

Performance Bonds

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

Sealed Bid

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

Specifications

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

²⁴ [RCW 60.28.051](#)

²⁵ [RCW 60.28.060](#)

B. [Matrix of Contract Requirements](#)

DRAFT



City Council Agenda Bill

Meeting Date: 3/11/2019

Agenda Item: 7i

Subject: Fire Impact Fee Ordinance

Staff Contact: Steve Hoglund, Don Measamer, Jack Kennedy, David Oliveri

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
x	Ordinance No. 3030
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Based on the study performed by Berk and Associates it is staff recommendation to update the Fire Impact Fees for the City of Anacortes.

Background: Berk and Associates have reviewed the City's existing fees against the City Fire department's future capital requirements, and have developed fees based on those City requirements and allowability within state law that would provide an increased level of funding from Fire Impact Fees.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Adoption of [Ordinance 2295](#) on September 20, 1993; presentation by [Berk Associates](#) at the [December 10, 2018](#) Council Meeting; review by the Finance Committee on January 23, 2019 and by the Public Safety Committee on February 5, 2019; review by full City Council on [February 19, 2019](#)

Competing Viewpoints Considered: N/A

Recommended Motion: N/A – Discussion only at this time pending public hearing

Alternative Actions: Don't adopt ordinance, leave Fire Impact Fees as they are, assessed only on the square feet of third story and above to provide very limited funding that goes towards the existing ladder truck.

Attachments (listed in order presented): Impact fee Ordinance 3030

Anacortes Fire Impact Fees Rate Study

DRAFT

Ordinance No. 3030

An Ordinance Adopting an Impact fee Schedule for Assessment and Collection of Fire Impact Fees

Whereas, the Anacortes Municipal Code (AMC) Chapter 3.93 provides for the assessment and collection of impact fees on development activity within the City of Anacortes as authorized and consistent with [Chapter 82.02 RCW](#); and

Whereas, in 1993 the City Council enacted fire impact fees in order to fund growth-driven needs in fire and emergency services; and

Whereas, the City Council desires to update the fire impact fee rates to incorporate current growth projections and to respond to newly adopted fire capital needs; and

Whereas, the City of Anacortes has conducted a study documenting the formulas and procedures for measuring the impact of new developments on fire protection facilities, and has prepared a technical report which serves as the basis for the actions taken by the Council; and

Whereas, the Council hereby incorporates the following study into this ordinance by reference: “Anacortes Fire Impact Fees Rate Study”, dated _December 5, 2018; and

Whereas, on _____, the City Council deliberated on the proposal;

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

- Section 1. Exhibit A, attached hereto, will replace all previously adopted fire impact fee schedules, and shall be incorporated into the City’s Unified Fee Schedule.
- Section 2. The Finance Director shall use the Construction Cost Index (CCI) published by the Engineering News Record, to calculate annual inflation adjustments in the fire impact fee rates. The fire impact fees shall not be adjusted for inflation should the CCI remain unchanged or decrease in value. Annual rate schedule adjustments will replace the rate schedules included in the Exhibit A rate study, and will be publicly available on the Unified Fee Schedule, on the City’s website.
- Section 3. This ordinance takes effect five days after publication.

PASSED and APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

Anacortes

Fire Impact Fees Rate Study, 2018

Rate Study to Update Anacortes' Fire Impact Fees **DRAFT December 5, 2018**

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Introduction

PURPOSE

The City of Anacortes enacted Growth Management Act impact fees in 1993 in order to fund growth-driven needs in fire and emergency services. In 2018, the City engaged BERK Consulting to update these rates to incorporate current growth projections, to respond to newly adopted fire capital needs, and to address perceived shortcomings in the 1993 fee structure.

This study outlines the purpose and requirements for impact fees, documents the technical assumptions and methodology for fee calculation, presents the findings from these calculations, and includes an updated capital projects list.

Impact Fee Definition

Statutory

Growth Management Act impact fees are those fees charged by a local government on new development to recover a portion of the cost of capital facility improvements needed to serve that new development. Specifically, the Washington State Legislature outlined the intent of local impact fees in RCW 82.02.050:

(1) It is the intent of the legislature:

- (a) To ensure that adequate facilities are available to serve new growth and development;*
- (b) To promote orderly growth and development by establishing standards by which counties, cities, and towns may require, by ordinance, that new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development; and*
- (c) To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.*

(2) Counties, cities, and towns ... are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

Impact fees may be charged to help pay for: public transportation and road facilities; fire protection facilities; schools; and public parks, open space, and recreation facilities. Local governments are authorized to charge fees only for system improvements that are reasonably related to the new development, do not exceed a proportionate share of the costs of necessary system improvements, and are only used for system improvements that will reasonably benefit the new development (RCW 82.02.050(3)). In addition, local government's "financing for system improvements to serve new development must provide for a balance

between impact fees and other sources of public funds” – i.e., impact fees cannot be the sole source of funding for system improvements that address growth impacts.

According to the provisions of RCW 82.02.060, impact fees must be adjusted for other revenue sources that are paid by development, if such payments are earmarked or proratable to particular system improvements. Likewise, the City must provide impact fee credit if the developer dedicates land or improvements identified in the City’s adopted Capital Facilities Plan (CFP) and such construction is required as a condition of development approval. Collected impact fees may only be spent on public facilities identified in a CFP and may only be spent on capital costs; they may not be used to pay for operating expenses or maintenance activities (RCW82.02.050(4)).

Potential Deficiencies

Based on RCW 82.02.050(4), the CFP must identify “[d]eficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time,” and must distinguish such deficiencies from “[a]dditional demands placed on existing public facilities by new development.”

The extent to which deficiencies exist is determined by the level of service (LOS) standard that the City uses to measure the impact created by development.

Fire

The City’s Comprehensive Plan Capital Facilities Element considers a 6-year and 20-year planning period of 2016-2036. The City adopts and regularly updates a 6-year CFP as part of its Comprehensive Plan; the 6-year CFP is more specific and advances years of applicability within the City’s 20-year planning period. Most recently the City adopted a 2017-2022 CFP.

As part of developing an updated 2019-2024 CFP, the City of Anacortes identified one facility, March Point Station, with LOS deficiencies. March Point Station is currently leased, and the City plans to purchase land and develop a permanent fire facility at that location. This station will address existing deficiencies and plan for additional growth. Only those portions of the station planned to accommodate future growth are considered in this study.

Project Eligibility

Impact fee legislation requires that impact fees only be used for system improvements that benefit the new development and relate to the demand from new development. To the extent these projects extend fire service capacity, the growth-related portion of capital project costs can be funded by impact fees. RCW 82.02.050(3) specifies that impact fees:

- (a) Shall only be imposed for system improvements that are reasonably related to the new development;*
- (b) Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and*
- (c) Shall be used for system improvements that will reasonably benefit the new development.*

Examples of the types of Anacortes Fire Department projects that are impact-fee eligible include building additional square footage to accommodate an additional bay to the main fire station, new fire equipment, and replacing existing ambulances with modern models which include advanced analytic and rescue capabilities. A list of the specific projects that could support growth is found in Appendix A. Fire Capital Project List.

Requirements for Impact Fee Rate Calculation

Impact fees must be assessed in accordance with the requirements of RCW 82.02 subsections 050 through 090. The schedule must be based on a formula or consistent method (RCW 82.02.060(1)). The fees must be adjusted for the share of future taxes or other available funding sources. How the proportionate share reduction is calculated is guided by RCW 82.02.060:

- (1) *...In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:*
- (a) *The cost of public facilities necessitated by new development;*
 - (b) *An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;*
 - (c) *The availability of other means of funding public facility improvements;*
 - (d) *The cost of existing public facilities improvements; and*
 - (e) *The methods by which public facilities improvements were financed.*

Fee Calculations

ANTICIPATED GROWTH

Based on the available capital project lists, demographic projections, and 6-year CFP timeline, this study incorporates growth for the six-year period between 2019 and 2024. Additional consideration may be made for the 10-year expenditure window for collected impact fees, 2019-2028.

The City of Anacortes provided employment and household growth estimates for 2015-2036 consistent with the Skagit County growth allocations for the Anacortes Urban Growth Area (UGA), which includes both the unincorporated UGA and the city limits. This document will use the term “Anacortes UGA” to refer to Anacortes city limits and the surrounding unincorporated UGA. BERK also collected employment, population, household size, and housing unit data from the Office of Financial Management (OFM), U.S. Census Bureau’s American Community Survey (ACS), and the City of Anacortes Comprehensive Plan. Using a compound annual growth rate to adapt the 2036 Anacortes UGA growth estimates to the 6-year CFP timeline, BERK found annual expected growth in employment and residential figures for population, and housing. The results are split between commercial employees and residents below.

Residential: Population, Housing, and Household Size

The City of Anacortes provided internal estimates of growth in housing units and population to year 2036. BERK calculated annual growth rates for the Anacortes UGA resident population and housing units using the compound annual growth rate to project from 2017 OFM Anacortes UGA population estimates and City of Anacortes housing estimates. City of Anacortes OFM housing estimates were used to determine the share of growth in single family and multifamily units, as comparable data for the Anacortes UGA are not provided by OFM or Skagit County. Exhibit 1 shows housing unit and population projections. This method assumes steady growth, but the City will experience a different, and likely uneven, actual growth pattern as projects are built during economic upturns and construction slows during recessions and economic downturns.

Exhibit 1. Estimated and Projected Housing Units and Population, 2017, 2019-2024, and 2036

	2017 ESTIMATE	2019-2024 CHANGE	2036 GROWTH TARGETS
Housing			
Single Family	6,459	771	8,436
Multifamily	1,433	163	1,843
Total	8,072	951	11,415
Population	16,867	1,576	22,293

Notes: Housing total includes estimates for mobile homes and other special unit types; these types are not presented, as impact fees are typically not assessed on these types of units.

Sources: City of Anacortes, 2018; OFM, 2018; BERK Consulting, 2018.

Commercial: Employment

The City provided estimates for employment and square footage growth by commercial type in the Anacortes UGA for 2014-2036, and assumptions for commercial square feet per employee, by type. BERK projected employment and commercial square footage by type using a compound annual growth rate for the impact fee period, shown below in Exhibit 2 and Exhibit 3.

Exhibit 2. Projected Employment by Type, 2014, 2019-2024, and 2036

	2014 ESTIMATE	2015 ESTIMATE	2015-2036 ALLOCATION	2036 GROWTH TARGETS	2019-2024 CHANGE
Employment					
Retail	1,608		92	1,700	25
Industrial	2,236		702	2,938	182
Services (FIRES & Health)	2,958		806	3,764	210
Government and Education	900		476	1,376	119
Total		8,404	2,076	10,480	536

Notes: In the Services category, FIRES indicates commercial development in finance, insurance, real estate, and other services. Employment estimates for 2014 were given for these types by City of Anacortes, but do not include all employment categories. Employment categories, like resources, that do not have growth allocations are not included. In internal documents, Anacortes cites the 2015 total employment figure when referencing its 2036 growth allocations for employment. However, the analysis providing the growth estimates uses 2014 figures to determine growth in these categories. The sum of categories analyzed in the 2014 growth analysis and allocation do not match the 2015 total employment estimate. BERK made no attempt to align these estimates and is using the total growth target of 2,076 (with breakdowns by type) as published by Skagit County to reach 2036 targets by employment type.

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Exhibit 3. Projected Commercial Development by Type, 2014, 2019-2024, and 2036

	2014 ESTIMATE	2019-2024 CHANGE	2036 PROJECTED TOTAL
Commercial Development (Sq.Ft., in 1,000s)			
Retail	804	12	850
Industrial	2,236	182	2,938
Services (FIRES & Health)	481	66	743
Government and Education	293	39	447
Total	3,813	298	4,978

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Funding Other than Impact Fees

BERK used historic budget actuals provided by the City to find the expected share of funding related to growth – please see Proportionate Share on page 13.

Level of Service and Methodology

To collect fire impact fees, the City of Anacortes has identified fire facilities, apparatus, and equipment necessary to support growth. By law, these projects must be addressed in a CFP (RCW 82.02.050(4)). The Growth Management Hearing Board concluded in *McVittie 1999* that local governments need a locally-established minimum standard to provide the basis for objective measurement of need for those projects necessary to support growth (*McVittie, 99-3-0016c, FDO, at 25*), or a Level of Service (LOS) standard.

The City of Anacortes proposes several residential and commercial land use categories for determining Fire Impact Fees:

- Residential: Single Family
- Residential: Multifamily
- Commercial: Retail
- Commercial: Industrial
- Commercial: Services (FIRES & Health)
- Government and Education

Anacortes Fire Department uses a response time approach as a Level of Service standard for both fire protection and prevention, and emergency medical services (EMS). Response time LOS standards for fire protection and prevention and EMS are included in the *2014 Firefighting and Emergency Medical Services Master Plan*, *2016 Resolution 1946-Adopting Fire Protection and Service Levels* and the *2016 City of Anacortes Comprehensive Plan*. The existing system investment is what the City has determined is necessary to maintain their identified LOS standards for the current population.

In order to maintain this standard, the Fire Department needs to add capacity to respond to development-driven increases in fire service and EMS incidents. To determine the cost of the additional needed capacity on a per residential unit and per commercial square foot basis, BERK estimated the 2017 replacement cost of the Anacortes Fire Department's system divided by the number of incidents per development type. This created a cost per incident. Combining the average number of incidents per development type with the cost per incident produced a cost per unit. Each step is described below.

To find the 2017 replacement cost, BERK estimated the cost of the land, facilities, and equipment/apparatus. The methodology for each is described separately.

Facilities: To determine the replacement cost of the Anacortes Fire Department's facilities, BERK used Skagit County Assessor data to find the land and improvement values of each of Anacortes Fire Department's three owned stations, and the cost of built-in equipment for each facility indexed to 2018\$ using the Bureau of Labor Statistics' Consumer Price Index – All Urban Consumers average for U.S. cities. The March Point Station value is not included, because the facility is leased and not owned by the City. See Exhibit 14 in Appendix B: Fire Capital Inventory for a list of these facilities and their replacement values in 2018\$.

Apparatus and Equipment: Using data from the Anacortes Fire Department inventory of apparatus and equipment, including hose and appliances, BERK estimated the replacement costs for the City's fire apparatus and equipment using Anacortes Fire Department's internal assumptions for inflation for fire-specific materials. See Exhibit 15, Exhibit 16, and Exhibit 17 in Appendix B: Fire Capital Inventory for a list of the apparatus and equipment included, and their replacement values in 2018\$.

Together, BERK estimates the 2018 total replacement value of Anacortes' Fire Department system at approximately \$8.9M. Because Anacortes Fire Department serves the unincorporated Skagit County by contract, in addition to the Anacortes UGA, the total replacement value of the Anacortes Fire Department system was discounted to reflect the share of facilities, apparatus, and equipment serving the Anacortes UGA only (including the City of Anacortes and the surrounding UGA). Exhibit 4 provides a breakdown of total system value and system value for the Anacortes UGA by investment type.

Exhibit 4. Anacortes Fire Department System Replacement Cost, 2018

SYSTEM INVESTMENT TYPE	TOTAL VALUE (2018\$)	ANACORTES UGA VALUE (2018\$)
Facilities	\$2,584,381	\$1,965,632
Apparatus	\$4,328,654	\$3,292,375
Equipment, Hose, and Appliances	\$2,034,346	\$1,547,324
Total	\$8,947,318	\$6,805,331

Sources: Anacortes Fire Department, 2018; City of Anacortes, 2018; Skagit County Assessor's Office, 2018; Berk Consulting, 2018.

To find the replacement value in 2018\$ for facilities, apparatus, and equipment used in providing service to the Anacortes UGA, BERK discounted the total replacement value by the share of incidents occurring outside of the UGA, provided in Exhibit 5.

Exhibit 5. Average Number and Share of Incidents by Service Area, 2016-2017

AREA	INCIDENTS	% OF TOTAL INCIDENTS
Within Anacortes UGA	2,510	76%
Outside Anacortes UGA	789	24%
Total	3,298	100%

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Anacortes Fire Department provide incident data for the years 2016 and 2017. The 6,583 total incidents from this period were first sorted for location using GIS. Anacortes Fire Department responded to 5,019 incidents within the Anacortes UGA. These responses were summarized by property type to find the number of incidents produced by each of the six impact-fee land use categories. BERK and the City of Anacortes collaborated on classifying incidents by type, when classification was not immediately apparent in the incident data. BERK analyzed incidents per property type for anomalies and used the two-year average project future incidents.

Anacortes Fire Department uses the National Fire Incident Reporting System (NFIRS) to categorize all department responses by latitude and longitude, response type, duration, etc. BERK aligned the NFIRS categories with the City's five impact fee categories (Single Family, Multifamily, Retail, Industrial, Services, and Government and Education) and non-eligible property types to create annual and total incidents per

type. The Anacortes Fire Department incident by property type analysis for impact fee eligible property types is summarized in Exhibit 6 below.

Exhibit 6. Anacortes Fire Department Fire and EMS Response Incidents by Impact Fee Eligible Property Type, 2016-2017 Average

	2016-2017 AVERAGE ANACORTES UGA IMPACT FEE ELIGIBLE INCIDENTS	% OF TOTAL ANACORTES UGA IMPACT FEE ELIGIBLE INCIDENTS
Residential		
Single Family	1,061	44%
Multifamily	197	8%
Residential Subtotal	1,258	52%
Commercial		
Retail	364	15%
Industrial	20	1%
Services (FIRES & Health)	744	31%
Government and Education	48	2%
Commercial Subtotal	1,175	48%
Total Av. Impact Fee Eligible Anacortes UGA Incidents	2,433	100%

Sources: Anacortes Fire Department, 2018; City of Anacortes, 2018; BERK Consulting, 2018.

Capital Plans

The City of Anacortes has developed a fire capital project list that includes investments to support and facilitate the increased usage of existing fire protection and EMS facilities, apparatus, and equipment as well as investments in new facilities, apparatus, and equipment as needed to meet growing demand. This list of projects needed to accommodate future growth is used to calculate a base LOS standard for impact fee rate setting, as described below.

Identified Capital Projects

The City of Anacortes is currently developing its 2019-2024 *Capital Facilities Plan* (CFP), including fire capital projects. In addition to a description of each project, the CFP will contain the annual cost projections and expected revenues. Appendix A. Fire Capital Project List details the 10 projects identified by City of Anacortes staff related to serving new growth in the six-year CFP timeframe.

Exhibit 7. Impact Fee Eligible System Improvement Projects, 2019-2024

NUMBER OF PROJECTS	TOTAL PROJECT COSTS	IMPACT FEE ELIGIBLE PROJECT COSTS	% OF TOTAL COST ELIGIBLE FOR FUNDING BY IMPACT FEES
10	\$5,739,551	\$4,215,873	62%

Sources: Anacortes Fire Department, 2018; City of Anacortes, 2018; BERK Consulting, 2018.

Working with City staff, BERK calculated impact fee-eligible costs associated with each project by estimating the portion of each project that is related to growth in the Anacortes UGA, resulting in an estimated impact fee-eligible need of \$4.2M.

Collected fire impact fees may be used to fund fire capital projects 10 years from collection and may be updated in the future to accommodate new capital projects. Known fire capital projects and impact fee eligible costs in the 6-year and 10-year timeframes are presented below.

Exhibit 8. Fire Capital Projects, 2019-2028

PROJECT	TOTAL PROJECT COST	% GROWTH RELATED	IMPACT FEE ELIGIBLE PROJECT COST	TIMEFRAME
Ladder Truck Training Tower	\$45,000	75%	\$33,750	2019-2024
Main Fire Station Upgrade	\$900,000	90%	\$810,000	2019-2024
March Point Fire Station	\$1,600,000	85%	\$1,360,000	2019-2024
Replace Station Equipment	\$157,256	60%	\$94,354	2019-2024
Purchase Fire Engines	\$585,000	75%	\$438,750	2019-2024
Replace Rescue Truck	\$173,279	70%	\$121,295	2019-2024
Replace Ambulances	\$601,316	50%	\$300,658	2019-2024
Fire & EMS Equipment	\$363,967	60%	\$218,380	2019-2024
Command Unit	\$101,604	50%	\$50,802	2019-2024
Aerial Ladder Truck	\$1,212,129	65%	\$787,884	2019-2024
Fire Pumper	\$659,790	TBD	TBD	2019-2028
MCI Trailer	\$10,417	TBD	TBD	2019-2028
Portable Generator	\$4,201	TBD	TBD	2019-2028

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Projects costs were determined impact fee eligible in proportion to the cost of providing expanded service capacity needed for growth. For example, the Main Fire Station Upgrade and March Point Fire Station are major project costs determined to be primarily impact fee eligible: the upgrade will provide new sleeping quarters, apparatus bays, training space, and additional administrative space needed to maintain LOS for future growth; and the new facility is sited in anticipation of growth in areas accessible from the March Point station location.

Capital projects necessary to maintain LOS standards in the ten-year timeframe may change and can be added or phased in future City planning documents.

Future Need

The 6-year future need for fire will be determined by the number of incidents produced by new development on a system replacement value basis. As described in Level of Service and Methodology on page 7 above, BERK used past incident information to estimate typical number of incidents by residential and commercial development types, and projected incidents expected for the new residential and commercial growth in the CFP timeframe. Two costs per incident were generated, described below and presented in detail in Appendix C: Cost per Incident Table.

1. **System replacement cost per incident:** calculated as system value for the Anacortes UGA in 2018\$ / 2016-2017 average Anacortes UGA incidents. This metric represents the City's historic per incident level of investment.
2. **Growth-related project cost per incident:** calculated as total growth-related project costs / projected incidents for new residential and commercial types. This metric represents the City's level of investment per growth-related incident.

Because the City maintains one LOS standard for all residents, regardless of tenure in the Anacortes UGA, the City should use the metric that best maintains its level of investment in fire services across residents. Because the system replacement cost per incident is lower than the growth-related project cost per incident, it will be used to determine impact fee rates that maintain the City's level of investment for new residents; new residents should not be asked to pay for a higher level of investment than existing residents contributed toward.

Service Areas

The Anacortes Fire Department provides fire protection and prevention and EMS services to the City of Anacortes and, by contract with Skagit County, to portions of unincorporated Skagit County. As the City pursues a new contract with Skagit County for expanded fire and EMS services beyond the areas provided for under the current contract, the City may consider working with Skagit County to determine appropriate funding mechanisms for any capital costs incurred.

Anacortes Fire Department is responsible for the provision and replacement of all facilities, apparatus, and equipment needed to serve the unincorporated Skagit County service area. Anacortes anticipates the annexation of the portion of unincorporated Skagit County included in the Anacortes UGA and intends to pursue an interlocal agreement with Skagit County for the collection of fire impact fees in the interim. Thus, the service area for collection of impact fees is the city and the unincorporated UGA. In order to collect fees outside the city limits, the City will need to develop an interlocal agreement with Skagit County.

Unadjusted Rate Schedules

BERK found the expected fee by development type before adjusting for the expected proportionate share. In keeping with the existing impact fee structure, BERK calculated fees depending upon the development type as follows:

- Residential: Single Family
- Residential: Multifamily
- Commercial: Retail
- Commercial: Industrial
- Commercial: Services (FIRES & Health)
- Government and Education

For residential development, impact fees are charged per dwelling unit. For impact fees collected on commercial developments, fees are charged per 1,000 gross square feet of development. The unadjusted rates are as shown in Exhibit 9 and Exhibit 10 below.

Exhibit 9. Unadjusted Residential Rate Schedules for Fire by Development Type

RESIDENTIAL	SINGLE FAMILY	MULTIFAMILY	TOTAL
Average 2016-2017 Units	6,428	1,423	7,851
Average 2016-2017 Incidents	1,061	197	1,258
Incidents per Unit	0.17	0.14	
Cost per Incident			\$2,915
Unadjusted Fee: Cost per Unit	\$481.12	\$403.50	

Source: BERK Consulting, 2018.

Exhibit 10. Unadjusted Commercial Rate Schedules for Fire by Development Type

COMMERCIAL	RETAIL	INDUSTRIAL	SERVICES (FIRES & HEALTH)	GOVERNMENT AND EDUCATION	TOTAL
Av. 2016-2017 Built Sq.Ft.	807,056	2,278,060	977,290	301,104	3,881,390
Av. 2016-2017 Incidents	364	20	744	48	1,175
Av. 2016-2017 Incidents per Built 1,000 Sq.Ft.	0.45	0.0085	.75	0.15	
Cost per Incident					\$2,915
Unadjusted Fee: Cost per 1,000 Sq.Ft.	\$1,311.22	\$24.64	\$2,194.67	\$451.00	

Source: BERK Consulting, 2018.

These schedules represent intermediary steps to a final rate schedule; each must be adjusted for the expected proportion of other non-impact fee future funding contributed by growth.

Proportionate Share

As required RCW 82.02.030(1), BERK calculated the proportionate share of future payments reasonably anticipated to be made by new development users in the form of fees, debt service payments, taxes, and other payments specific to the identified public facilities.

To project these on-going revenues, BERK identified revenue streams for non-proprietary capital facilities in the *2016 Comprehensive Plan*. These revenues were projected to 2036 and inflation-adjusted to basis year 2018. Non-proprietary capital facilities costs identified in the *Comprehensive Plan* over the planning period were compared to projected revenues, generating projected revenues for capital. The share of capital costs for Fire and EMS in the *Comprehensive Plan* was applied to annual projected revenues for capital and converted into modified per capita estimates for consistency with this study's growth projection methodology.¹

Adjusted Rate Schedule

BERK incorporated the proportionate share revenue estimates in the unadjusted rates to create adjusted rate schedules. These rate schedules represent the final rate study calculation of suggest impact fee rates. The adjusted rate schedules are presented in Exhibit 11 and Exhibit 12 below.

¹ Modified per capita included population and employment figures.

Exhibit 11. Adjusted Residential Rate Schedules for Fire by Development Type

RESIDENTIAL	SINGLE FAMILY	MULTIFAMILY	TOTAL
Average 2016-2017 Units	6,428	1,423	7,851
Average 2016-2017 Incidents	1,061	197	1,258
Incidents per Unit	0.17	0.14	
Cost per Incident			\$2,915
Unadjusted Fee: Cost per Unit	\$481.12	\$403.50	
Expected Revenue per Modified per Capita			\$14.08
People per Unit	2.42	1.75	
Expected Revenue per Unit	\$34.00	\$24.57	
Adjusted Fee: Cost per Unit	\$447.11	\$378.92	

Source: BERK Consulting, 2018.

Exhibit 12. Adjusted Commercial Rate Schedules for Fire by Development Type

COMMERCIAL	RETAIL	INDUSTRIAL	SERVICES (FIRES & HEALTH)	GOVERNMENT AND EDUCATION	TOTAL
Av. 2016-2017 Built Sq.Ft.	807,056	2,278,060	977,290	301,104	3,881,390
Av. 2016-2017 Incidents	364	20	744	48	1,175
Av. 2016-2017 Incidents per Built 1,000 Sq.Ft.	0.45	0.0085	.75	0.15	
Cost per Incident					\$2,797
Unadjusted Fee: Cost per Unit	\$1,311.22	\$24.64	\$2,194.67	\$451.00	
Expected Revenue per Modified per Capita					\$14.08
Employees per 1,000 Sq.Ft.	2	1	3	3	
Expected Revenue per 1,000 Sq.Ft.	\$28.15	\$14.08	\$43.31	\$43.31	
Adjusted Fee: Cost per 1,000 Sq. Ft.	\$1,283.07	\$10.56	\$2,151.36	\$407.68	

Source: BERK Consulting, 2018.

Appendix A. Fire Capital Project List

Exhibit 13. Fire Capital Project List

PROJECT	DESCRIPTION	TOTAL COST
Ladder Truck Training Tower	Install a 4-story addition to training facility for the express purpose of perform aerial ladder placement training.	\$45,000
Main Fire Station Upgrade	Construction/remodel of additional apparatus bay, storage and adequate training room.	\$900,000
March Point Fire Station	Land development and construction of an efficient 24-hour Fire/EMS facility	\$1,600,000
Replace Station Equipment		\$157,256
Purchase Fire Engines	Reserve engine is 30 years old, 10 years beyond first line use, and five years beyond reserve use. Beyond this engine replacement, the next Fire Engine replacement is due in 2026.	\$585,000
Replace Rescue Truck	Replace 25-year old Rescue Truck	\$173,279
Replace Ambulances	Ambulances have a service life of 12-18 years depending on the type of chassis and the usage of the vehicle.	\$601,316
Fire & EMS Equipment	Portable pumps, fans, and rescue tools, radios, thermal imaging cameras.	\$363,967
Command Unit	Duty Chief vehicle are used for managing incidents, and an assigned take home vehicle so that the City has an available Chief Officer for administrative and operational needs.	\$101,604
Aerial Ladder Truck	The City must have a ladder truck for the rescue of victims in multi-story buildings trapped by fire. The aerial device is also used to provide elevated master streams to fight fires in multi-story and large expansive buildings.	\$1,212,129
Total		\$5,739,551

Appendix B: Fire Capital Inventory

Exhibit 14. Fire Facility Inventory and Replacement Value, 2018\$

ITEM	COUNT	TOTAL REPLACEMENT VALUE (2018\$)
Main Station		\$1,157,900
Skyline Station		\$549,500
Training Facility		\$239,881
Facility Equipment	28	\$637,037
Total		\$2,584,318

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Exhibit 15. Fire Apparatus Inventory and Replacement Value, 2018\$

ITEM	COUNT	TOTAL REPLACEMENT VALUE (2018\$)
Rescue Unit	1	\$148,120
Utility Pickup	1	\$41,691
Command Unit	3	\$129,460
Pumper Reserve	1	\$389,831
International 4400 Ambulance	2	\$520,333
Dodge Chassis Ambulance	2	\$382,142
MCI Trailer	1	\$10,687
Ladder Truck	1	\$1,120,681
Mobile Response Unit	1	\$13,513
Fire Pumper	3	\$1,936,330
14' Cert Trailer	1	\$11,699
Total		\$4,328,654

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Exhibit 16. Fire Equipment Inventory and Replacement Value, 2018\$

ITEM	COUNT	TOTAL REPLACEMENT VALUE (2018\$)
Portable Fire Pump	1	\$4,766
Ventilator Fan	3	\$16,305
Med 18 Gurney	1	\$31,841
SCBA Air Compressor	1	\$93,600
Med 14 Gurney	1	\$32,902
Med 16 Gurney	1	\$32,902
Med 12 Defib	1	\$20,529
Med 14 Defib	1	\$20,529
Med 16 Defib	1	\$20,529
Med 18 Defib	1	\$20,529
ATV - Off Road	1	\$12,808
Med 12 Gurney	1	\$32,329
Rescue Tool Set	3	\$76,859
Portable Generator	1	\$4,106
Mobile Radios	17	\$44,342
Portable Radios	42	\$86,220
Thermal Cameras	3	\$40,065
SCBAs	1	\$468,000
Total		\$1,059,158

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Exhibit 17. Fire Hose and Appliances Inventory and Replacement Value, 2018\$

ITEM	COUNT	TOTAL REPLACEMENT VALUE (2018\$)
1-1/2" Hose	13	\$2,411
2-1/2" Hose	111	\$50,163
1-3/4 Hose	80	\$18,858
5" Hose	58	\$30,444
1" Hose	16	\$1,592
1-1/2" Nozzle	24	\$185,394
WYES	12	\$75,534
2-1/2" NOZZLE	8	\$77,306
Deck Guns	5	\$348,543
5" Intake	10	\$159,425
1" Nozzle	8	\$3,879
Ram Nozzle	5	\$21,639
Total		\$975,188

Sources: City of Anacortes, 2018; BERK Consulting, 2018.

Appendix C: Cost per Incident Table

Exhibit 18. System Replacement and Growth-Related Project Cost per Incident

	VALUE	IMPACT FEE ELIGIBLE INCIDENTS	COST PER INCIDENT
System Replacement	\$6,805,331	2,433	\$2,797
Growth-Related Project Cost	\$4,215,873	214	\$19,663

Sources: City of Anacortes, 2018; BERK Consulting, 2018.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 18, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

March 18, 2019

March 25, 2019

- Contract Amendment: Anacortes Senior Activity Center Foundation 18-109-SEN-001
- 2019 CDBG Action Plan Review (Discussion)
- City Council Candidate Presentations (Discussion)
- Executive Session (20 Minutes) : Review Qualifications of City Council Candidates per RCW 42.30.110(h)

April 1, 2019

*Special Meeting: ***** 6 p.m. Executive Session to Review qualifications of City Council Candidates (20 minutes)*

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 8, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 15, 2019

- Planning Commission Recommendation: Development Regulations and Zoning Map Amendments (Discussion)

April 22, 2019

- 2019 CDBG Action Plan Review and Approval (Discussion/Possible Action)

May 6, 2019

May 13, 2019

- Closed Record Decision Hearing: Randy Click & Donna Jung Conditional Use Permit CUP-2018-0003 to permit conversion of 3 short term rentals to single-family residences along with allowing construction of a single-family residence on the vacant lot

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Mar 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Mar 13, 2019, 8:15 AM, Mount Vernon
- Finance, Wednesday, Mar 13, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Mar 18, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Mar 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Apr 1, 2019, 5:00 PM, Main Conference Room, City Hall