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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 26, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Fiber Committee (Report)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Planning Committee (Report)
 - d. Museum Committee (Report)
 - e. Lodging Tax Advisory Committee (Report)
4. **Public Comment**
 - a. Written Public Comment - Stephen Brown
5. **Consent Agenda**
 - a. Minutes of August 19, 2024 (Action)
 - b. Approval of claims in the amount of \$901,422.90 (Action)
 - c. Special Event Application: Anacortes Veterans Parade (Action)
 - d. Contract Award: Senior Activity Center Needs Assessment #24-230-ASC-001 (Action)
6. **Public Hearings**
 - a. * Public Hearing on Resolution 3163 Increasing Solid Waste Rates (Discussion)
7. **Adjournment**

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

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

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

From: [Steve Brown](#)
To: [Matt Miller](#); [City Council](#); [CityClerk](#); [Parks Contact Us](#); [Darcy Swetnam](#); [APD Managers](#)
Subject: Pickleball Court
Date: Friday, August 23, 2024 2:02:21 PM

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

Dear Mayor, City Council, and Parks and Recreation,

I'm writing to you today to inform you of several issues with the Pickleball Court located in the residential neighborhood of Clear Ridge. I live around the corner from the Pickle Ball Court on Blakely Dr. and while I am home during the day, I hear game after game of pickleball, unless it's raining. The constant sounds of the ball connecting with the paddles and bouncing off the court are annoying as the sound carries to our backyard and many others. The people whooping and carrying on when they get a point or lose a point is fun for them, not so much for the people in the neighborhood who want to relax and enjoy their yards and decks. We want to enjoy our yard. We have worked hard to make our neighborhood nice. We want to relax, enjoy the birds and wildlife, and have conversations outside in the evenings. Besides the sounds, another issue we have related to the Pickle Ball Court is the amount of traffic that comes with a game. At times it gets very congested in the street nearest the courts. The visitors to the courts don't park against the curbs, they block driveways so they can get closer to the courts. I have driven firetrucks in the past and when the players are having a tournament there are several additional cars parked on both sides of the street. I would be surprised if a firetruck could get through the cars because they park that way on both sides of the street. They also block the fire hydrant. Last year I went and painted a yellow mark on the curb by the fire hydrant to keep people from parking in front of it. I have stopped several times and asked people to move the cars blocking the fire hydrant. Finally, the city got around to painting the no-parking area in front of it. Some of the people that were asked to move their cars got very snarky because their game was interrupted. One of my neighbors has had issues with people blocking her driveway and blocking her garbage cans during the pick-up day so the garbage trucks have had to stop and get out and move the cans out to the trucks to be emptied. The lack of courtesy and the congestion is more than we should have to put up with. No one here was asked about the tennis courts being changed to pickleball courts. Several of the people here have owned their homes for many years. We also are having an issue with the amount of speed. Some of the players coming in for a game are driving too fast for the curves in the street and the kids playing in the yards and the street. No pickleball game is worth an injury to a pedestrian. People walk their dogs around this loop because it has sidewalks and shade.

I have a few suggestions that may make this a little more tolerable for all of us who live near this Pickleball Court. Can you install sound barriers on all four sides of the fence to help contain the sound in the court? I have done a little research and read that there are quieter pickle balls. How about requiring them to use a quieter Pickleball along with the sound-dampening barriers?

I've been told by my neighbors when they contacted Parks and Recreation that they were told that they wanted to deputize them to go Police the Pickle Ball Court for them. That is asking for trouble. None of the neighbors should be confronting people who come up here at 9:00 at night to play a game. The hours are posted in neon colors on the fence inside and out, but the signs are often ignored because the gate doesn't get locked. Can the hours be less? Give us an additional hour of quiet in the morning and two hours in the evenings.?Make the hours 9-6 instead of twelve hours of noise from 8-8. Can the tournaments be played at a different court? One last thing that is a major concern to all of us. There are no bathroom facilities near the courts.

I am looking forward to receiving your response.

Stephen R.C. Brown
1004 Commercial Ave. #575
Anacortes, Wa 98221

4515 Blakely Drive
360-395-5716

Anacortes City Council Minutes - August 19, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of August 19, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded the public of the [Washington State Ferries online open house](#) through August 23rd. He then announced that Fidalgo Bay Day would be held at Fidalgo Bay Resort on August 24th, that Open Streets would be held downtown between 2nd Street and 10th Street on August 25th from 11am–3pm, and that the Wastewater Treatment Plant outfall pipe was safely deposited on the Guemes Channel floor on August 14th.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held August 13th. The topics discussed included a review of the initial findings of informal stakeholder surveys, using the influence of stakeholders to move initiatives forward, and plans for future engagement with community members.

Housing Affordability and Community Services Committee

Mayor Miller announced that the Housing Affordability and Community Services committee did not meet as scheduled.

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the proposed Habitat for Humanity project on West 5th Street, the R Avenue improvement project wrap-up, the 12th Street and Commercial Avenue intersection improvement plan, and the Whistle Lake dam risk assessment.

North Star Housing Task Force

Mr. Walters reported from the North Star Housing Task Force meeting held earlier in the day. The topics discussed included a planned September 9th meeting with housing developers and non-profits to ascertain what local governments need to do to encourage additional housing in Skagit County and that Mount Vernon adopted an interim ordinance to relax parking requirements in their development regulations.

Parks and Recreation Committee

Ms. Hubik reported from the Parks and Recreation Committee meeting held August 15th. The topics discussed included the Whistle Lake dam risk assessment, the proposed interlocal agreement with Skagit County for the extension of the Depot Plaza, Storvik Park facility development, Altair Americus Memorial Park renovations, trail work at the top of Cap Sante on the east side, Fidalgo Bay Day outreach, the Winter Wonderland Walk, interlocal agreement with the Anacortes School District for facility rental and usage, continuing work with the Anacortes Waterfront Alliance, and the partnership between Anacortes Police Department and Parks for enhanced public safety in the Anacortes Community Forest Lands, the upcoming Senior Center Gala scheduled for Memorial Day weekend in 2025, working with the Senior Center Foundation for a needs assessment, and Senior Center programming.

Personnel Committee

Mr. Fantini reported from the Personnel Committee meeting held August 16th. The topics discussed included a hiring and recruiting update, July entry level police oral board results, personnel policy updates to include a formal telecommuting policy, a proposed code of ethics for the City Council, a NeoGov recruitment platform

update, an enterprise resource planning application replacement update, upcoming police guild negotiations, and the Washington state exempt salary threshold update.

Public Comment

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

Public comment was given as follows:

Lori Maul of Anacortes thanked the city and community groups for their support of her businesses during the successful summer festival season.

Consent Agenda

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

a. Minutes of August 12, 2024

b. Approval of claims in the amount of \$1,394,658.75

The following vouchers/checks were approved for payment:

EFT numbers: 110176 through 110219, total \$1,221,613.33

Check numbers: 110220 through 110256, total \$153,672.15

Wire transfer numbers: 352672 through 352950, total \$19,373.27

c. Special Event Application: Anacortes Half Marathon & 5K

Public Hearings

Public Hearing on Increasing Solid Waste Rates

At 6:23 pm, Mayor Miller opened the advertised public hearing on increasing solid waste rates. Public Works Director Andrew Rheume detailed the increases, referring to a slide presentation that was included in the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Yard waste and recycling rates with Waste Management and contract options.
- Proportional versus 50% increase for the 21-gallon tote.
- What is actually recyclable? Education on what is acceptable.
- Legislative action to define recycling - Zero Waste Washington web page.
- Waste Management website Recycling 101.
- The county's website is out of date on the location of county waste - via truck and rail to a landfill in Oregon.
- Organics management - does Waste Management have a program to divert yard and food waste from the solid waste system - a centralized drop-off point for food waste.
- Stepped increases for solid waste.
- Incentivize the public to divert waste from the solid waste stream.
- Other opportunities to adjust rates.

Other Business

Contract Award: 2024 Sewer Mains Replacement #24-112-SEW-001

Public Works Director Andrew Rheume introduced the proposed contract award for the 2024 Sewer Mains

Replacement #24-112-SEW-001 to RAW Land Construction LLC, referring to a map of the project area that was included in the packet materials for the meeting.

Discussion topics included:

- Inflow and infiltration annual budget.

BRUCE MCDOUGALL moved, seconded by ANTHONY YOUNG, to authorize the mayor to sign contract #24-112-SEW-001 with RAW Land Construction LLC.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Contract Modification: Water System Plan Update #21-173-WTR-001

Public Works Director Andrew Rheume introduced the proposed contract modification for the Water System Plan Update #21-173-WTR-001 with Carollo Engineers, Inc, detailing the modifications to the project scope of work, including the addition of the South Fidalgo water service area, revised fire flow requirements, and writing additional chapters of the water system plan that city staff are either unable or unqualified to write.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to authorize the mayor to sign the modification to contract #21-173-WTR-001 with Carollo Engineers, Inc.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Contract Award: Whistle Lake High Hazard Potential Dam (HHPD) Risk Assessment #24-229-ENG-001

Public Works Director Andrew Rheume introduced the proposed contract award for the Whistle Lake High Hazard Potential Dam Risk Assessment #24-229-ENG-001 with Cowling and Company LLC.

Discussion topics included:

- What determines the amount of reimbursement?
- The history of how to approach the dam improvement project.
- Keeping the council informed as the project progresses.
- Ensuring that the dam does not fail.
- Alternatives analysis
- Significant amount of money.
- Building another dam downstream.
- What if the city does nothing?
- Additional funding sources for future phases of the project.
- The water fund also pays for a portion of the project.

AMANDA HUBIK moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign contract #24-229-ENG-001 with Cowling and Company LLC.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - CAROLYN MOULTON. Result: Passed

Interlocal Agreement #24-228-PRK-001 with Skagit County for Depot Plaza Expansion Funding

Parks and Recreation Director Jonn Lunsford introduced the proposed interlocal agreement #24-228-PRK-001 with Skagit County for Depot Plaza expansion funding, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Appreciation for staff effort.
- Cost-saving measures could be implemented.
- Project inclusion in the Capital Facilities Plan.
- Additional funding sources for the project.
- Working with the Port to make it an integrated project.
- Where will refuse containers be stored?
- Will conex boxes be part of the conversation?

TJ FANTINI moved, seconded by AMANDA HUBIK, to authorize the mayor to sign interlocal agreement #24-228-PRK-001 with Skagit County for Depot Plaza Expansion Funding.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Ordinance 4086: Amending AMC Titles 15, 17, and 19 for the Purpose of Renumbering and Removal of Expired Provisions

Planning, Community, and Economic Development Director John Coleman introduced proposed ordinance 4086 that would amend Anacortes Municipal Code titles 15, 17, and 19 for the purpose of renumbering and removal of expired provisions, detailing the specific provisions of the ordinance. Mr. Walters added that it is important to accomplish this now so that the Council is working from a properly numbered code.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

TJ FANTINI moved, seconded by ANTHONY YOUNG, to waive the two-read rule and approve Ordinance 4086 as presented.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Review of Planning Committee's Housing Action Plan Recommendations

Planning, Community, and Economic Development Director John Coleman opened the discussion on a review of the Planning Committee's Housing Action Plan recommendations.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Adopted Housing Action Plan as a menu.
- Additional vetting by the Planning Commission and opportunity for public comment.
- When will owner-occupied short-term rentals be addressed in the Comprehensive Plan review process?
- When would the multifamily tax exemption program be discussed?
- Developers would prefer a sales tax exemption.
- Impact fees for accessory dwelling units (ADUs).
- Impact fees are not part of development regulations and will not be part of the Comprehensive Plan review process.
- Not limiting the public from addressing any issue before the Planning Commission.

- The reason not to study integration of work force housing into the industrial zone.
- Group living.
- Single room occupancy housing definition.
- Highest priority impact items of the Housing Action Plan.
- ADUs are a housing type, short-term rental is a use.

Adjournment

There being no further business, at approximately 08:01 PM p.m. the Anacortes City Council meeting of August 19, 2024 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the August 26, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
353299	1/31/2024	ReimbHiles	HILES, BRANDON	TRAINING - CERTIFICATION RECEIPT - BH	\$ 85.00	dwwtp
353405	5/30/2024	024195-0044	V&R SHEET METAL LLC	RETURN OF BID DEPOSIT FOR BLUE HERON WATER RESERVOIR ROOF REPLACEMENT	\$ 5,636.60	pw1
353409	6/30/2024	13595	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION	\$ 566,227.27	dwwtp
353410	6/30/2024	22410 - 3	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 5/25/24-6/30/24	\$ 24,035.27	pw1
353085	7/20/2024	P1 22	UNITED STATES POSTAL SERVICE	PERMIT FEES 2023 ACCT 1492852 9/29/24-9/29/25	\$ 700.00	finance
353404	7/23/2024	14116317	HACH COMPANY	WTP HACH LABORATORY EQUIPMENT BENCH SERVICE	\$ 2,052.55	dwwtp
353426	7/23/2024	9907	OSBORN CONSULTING, INC	STORMWATER MASTER PLAN UPDATE - THROUGH 6/30/24	\$ 29,054.97	pw1
353311	7/31/2024	00321014	ORION SAFETY PRODUCTS	FLARES	\$ 929.55	apd
353413	7/31/2024	209624	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT, JULY 2024	\$ 275.00	fiber
353083	7/31/2024	24-20399	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 40.80	dwwtp
353318	7/31/2024	FB-2706	CITY OF MOUNT VERNON	DARK FIBER, JULY 2024	\$ 350.00	fiber
353400	8/1/2024	1213	FIDALGO CLEANING	CLEANING CARNEGIE 8/1-8/15/2024	\$ 200.00	museum
353401	8/1/2024	1214	FIDALGO CLEANING	CLEANING HERITAGE CENTER 8/1-8/15/24	\$ 140.00	museum
353412	8/2/2024	2010915	BLUEBEAM, INC	BLUEBEAM STUDIO PRIME SUBSCRIPTION - 8/11/24-8/10/25	\$ 2,545.92	plan
353408	8/6/2024	024287-0014	SUMMITX CONTRACTORS, INC	RETURN OF BID DEPOSIT FOR 2024 SEWER MAINS REPLACEMENT	\$ 26,250.00	pw1
353091	8/7/2024	25-WAG994323-1	DEPARTMENT OF ECOLOGY	DOE AQUATIC PEST CONTROL PERMITS HEART LAKE	\$ 500.00	parks1
353298	8/7/2024	47168	SKAGIT PUBLISHING LLC	PUBLISH AA-543531	\$ 109.62	plan
353300	8/7/2024	47169	SKAGIT PUBLISHING LLC	PUBLISH AA-543537	\$ 105.56	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
353417	8/8/2024	1200644730	HDR ENGINEERING, INC	WTP NORTH LINE REPAIR & FLOWMETER UPGRADES - DESIGN - 6/30/24-7/27/24	\$ 14,932.68	pw1
353424	8/8/2024	1200644743	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 6/30/24-7/27/24	\$ 2,297.93	pw1
353227	8/9/2024	902566	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,173.66	dwtpt
353090	8/10/2024	283241	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR STREET DEPT	\$ 3,173.31	dshop
353088	8/10/2024	283489	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK SALES	\$ 2,444.27	dshop
353089	8/10/2024	283540	LAKESIDE INDUSTRIES, INC.	1 1/4" & 1 1/2" ROCK SALES	\$ 276.29	wdist
353398	8/10/2024	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 8/19-9/18/24	\$ 143.37	finance
353403	8/12/2024	20INV000609494	WASTEQUIP, LLC	PURCHASE OF DUMPSTERS	\$ 14,589.21	pw1
353399	8/12/2024	300000290035	PUGET SOUND ENERGY INC	ELECTRICITY	\$ 257.65	museum
353084	8/12/2024	300000300008	PUGET SOUND ENERGY INC	ENERGY BILL FOR PUMP STATIONS AND PLANT	\$ 22,316.62	dwwtpt
353080	8/12/2024	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 7/2-7/31/24	\$ 168.55	dshop
353414	8/13/2024	14532279	BROWN AND CALDWELL	WTP SEEQ ADVANCE ANALYTICS SUPPORT - 4/26/24-7/25/24	\$ 1,994.50	dwtpt
353223	8/13/2024	20241415	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING MMYYYY	\$ 5,116.80	finance
353308	8/13/2024	24B-142	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; HOFSTAD	\$ 220.00	apd
353086	8/13/2024	363914	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 333.66	pwfac
353228	8/13/2024	INV00452398	USA BLUE BOOK	BH LAB - FLUORIDE STANDARD, LIQUI-NOX	\$ 209.96	dwtpt
353231	8/13/2024	INV00452482	USA BLUE BOOK	WTP LAB - BUFFER, GLOVES, CALCIUM STANDARD SOLUTION	\$ 614.57	dwtpt
353297	8/14/2024	15271	LYNDEN PRECAST LLC	GRAND VIEW CEMETERY SUPPLIES	\$ 1,921.80	parks1
353225	8/14/2024	1857711	POLYDYNE, INC	COAG POLY CLARIFLOC A-3310 - 4 SUPERSACKS	\$ 18,277.38	dwtpt
353026	8/14/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 7/5-8/5/24	\$ 5,667.62	parks1
353301	8/14/2024	47310	SKAGIT PUBLISHING LLC	PUBLISH SVH-545001	\$ 172.16	finance
353302	8/14/2024	47311	SKAGIT PUBLISHING LLC	PUBLISH AA-545008	\$ 64.96	finance
353303	8/14/2024	47312	SKAGIT PUBLISHING LLC	PUBLISH AA-545348	\$ 44.66	finance
353309	8/14/2024	47313	SKAGIT PUBLISHING LLC	PUBLISH AA-545355	\$ 44.66	finance
353314	8/14/2024	INV00452902	USA BLUE BOOK	WTP LAB - PH BUFFER	\$ 63.43	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
353296	8/14/2024	ReimbHiles	HILES, BRANDON	TRAINING - OPERATOR GROUP 3 TEST	\$ 106.00	dwwtp
353310	8/14/2024	TF08124APD	SAFE RESTRAINTS, INC	THE WRAP RESTRAINT SYSTEM	\$ 5,493.36	apd
353293	8/14/2024	VR-2024-1-02	SKAGIT COUNTY AUDITOR	1ST HALF 2024 VOTER REGISTRATION	\$ 19,016.22	finance
353307	8/15/2024	201139878	CRIMINAL JUSTICE TRAINING	TRAINING FEE; PATROL RIFLE INSTRUCTOR-KELLINGTON	\$ 1,150.00	apd
353165	8/15/2024	2024 QTR 2 LTAC.EA	ANACORTES CHAMBER OF COMMERCE	LODGING TAX GRANT TO CHAMBER - EXPERIENCE ANACORTES	\$ 41,701.45	plan
353166	8/15/2024	2024 QTR 2 LTAC.VC	ANACORTES CHAMBER OF COMMERCE	VISITORS CENTER 2ND QUARTER PAYMENT.LTAC AWARD 2024	\$ 18,750.00	plan
353167	8/15/2024	2024.SHIPWRECK.LT AC	FIDALGO ISLAND ROTARY	REIMBURSEMENT TO SHIPWRECK DAYS.LTAC.2024	\$ 4,000.00	plan
353164	8/15/2024	24-20412	EDGE ANALYTICAL, INC	LAB TESTING SLUDGE METALS BI MONTHLY ODD MONTHS	\$ 293.25	dwwtp
353226	8/15/2024	3158162399	IDEXX DISTRIBUTION, INC	SAMPLE BOTTLES 200 PACK X 2	\$ 514.29	dwwtp
353163	8/15/2024	RefundFoster	FOSTER, TONY	DEPOT DEPOSIT REFUND	\$ 100.00	parks1
353397	8/15/2024	U998788	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 2,030.41	wdist
353396	8/15/2024	V207694	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 4,111.29	wdist
353312	8/16/2024	1720619	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 147.50	dwwtp
353313	8/16/2024	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 7/11-8/9/24	\$ 358.11	dwwtp
353315	8/16/2024	24-23036	EDGE ANALYTICAL, INC	LAB TESTING - BOD	\$ 160.00	dwwtp
353316	8/16/2024	24-23042	EDGE ANALYTICAL, INC	LAB TESTING - BOD	\$ 320.00	dwwtp
353317	8/16/2024	24-23301	EDGE ANALYTICAL, INC	LAB TESTING - BOD	\$ 240.00	dwwtp
353319	8/16/2024	24-23463	EDGE ANALYTICAL, INC	LAB TESTING - BOD	\$ 320.00	dwwtp
353320	8/16/2024	29585	INDUSTRIAL FILTER MANUFACTURER	MAINTENANCE SUPPLIES	\$ 496.02	dwwtp
353305	8/16/2024	9634-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A05292	\$ 182.78	apd
353222	8/16/2024	GEMT2021	HEALTH CARE AUTHORITY, OFFICE ACCOUNTING SERVICE	SFY ADMIN COST 2021 GEMT REPORT	\$ 554.03	finance
353294	8/16/2024	INV2871652	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 7/15-8/14/24	\$ 228.82	finance
353230	8/16/2024	ReimbFrazer	FRAZER, CAMERON	REIMBURSEMENT FOR OP4 TEST - CAMERON FRAZER	\$ 193.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
353304	8/17/2024	00005W5A83334	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-17-24	\$ 13.40	apd
353402	8/19/2024	0336497528	INSIGHT PUBLIC SECTOR, INC	RED HAT LINUX LICENSE & MAINTENANCE. 08/24-08/25	\$ 1,509.51	fiber
353462	8/19/2024	08/19/2024	LAND TITLE AND ESCROW CO	EARNEST FUNDS 415 0 AVENUE	\$ 25,000.00	finance
353328	8/19/2024	31-C23126037	MALONE, JEFFREY	REFUND AMBULANCE OVERPAYMENT	\$ 143.12	finance
353329	8/19/2024	31-C24013651	LONG, JOAN	REFUND AMBULANCE OVERPAYMENT	\$ 655.52	finance
353330	8/19/2024	31-C24014071	UHC ATTN: CLAIMS DIVISION, CHECK CONTROL	REFUND AMBULANCE OVERPAYMENT	\$ 91.97	finance
353324	8/19/2024	31-C24019277	GERLACH, KARN	REFUND AMBULANCE OVERPAYMENT	\$ 250.00	finance
353325	8/19/2024	31-C24020607	SYMONDS, ROBERT	REFUND AMBULANCE OVERPAYMENT	\$ 17.16	finance
353326	8/19/2024	31-C24029230	JANCZAK, KIRK	REFUND AMBULANCE OVERPAYMENT	\$ 100.00	finance
353327	8/19/2024	31-C24051235	EMBLEM HEALTH, ATTN: OVERPAYMENT REFUNDS	REFUND AMBULANCE OVERPAYMENT	\$ 87.06	finance
353322	8/19/2024	I6794677	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 544.13	wdist
353295	8/19/2024	INV2872187	COPIERS NORTHWEST, INC	COURT & ASC COPIES 7/16-8/15/24	\$ 643.89	finance
353416	8/19/2024	P0002-74	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - JUNE 2024	\$ 680.00	dwtpt
353429	8/20/2024	24-126-TRN-0011	PNW CIVIL, INC.	RETAINAGE RELEASE	\$ 1,255.00	pw1
353431	8/20/2024	24-183-FAC-0011	SIGNS PLUS, INC.	RETAINAGE RELEASE	\$ 75.25	pw1
353411	8/20/2024	HW001	ANACORTES HAWKEYE WRESTLING	PAYMENT FOR IMPLEMENTING WRESTLING CAMP	\$ 1,125.00	pkrec
353418	8/20/2024	RefundBazan	BAZAN, MARGARET	WA PARK CAMPING REFUND	\$ 70.00	parks1
353420	8/20/2024	RefundBlackhurst	BLACKHURST, BEN	WA PARK CAMPING REFUND	\$ 45.00	parks1
353423	8/20/2024	RefundBroisz	BRONISZ, CLAIRE	WA PARK CAMPING REFUND	\$ 45.00	parks1
353421	8/20/2024	RefundKlesick	KLESICK, JOELLE	WA PARK CAMPING REFUND	\$ 91.00	parks1
353419	8/20/2024	RefundPeterson	PETERSON, GREG	WA PARK CAMPING REFUND	\$ 91.00	parks1
353425	8/20/2024	RefundRoss	ROSS, WHIT	WA PARK CAMPING REFUND	\$ 123.00	parks1
353422	8/20/2024	RefundWelter	WELTER, JESSICA	WA PARK CAMPING REFUND	\$ 59.00	parks1
353394	8/20/2024	ReimbBusse	BUSSE, GEORGE	REIMB FOR NATIONAL NIGHT OUT SUPPLIES -FOOD137	\$ 483.55	apd
	Total				\$ 901,422.90	



City Council Agenda Bill

Meeting Date: August 26, **Agenda Item:** 5.c.
2024

Agenda Item Title: Special Event Application: Anacortes Veterans Parade

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: The goal of the first annual Anacortes Veterans Parade and Static Viewing Event is to bring the community together to celebrate and honor our Veterans. The parade will be from 1pm-3pm, and conclude at Causland Park where the community can continue to come together, check out the floats, vehicles, listen to a few veteran speakers, announce parade float winners, and more. There will be food trucks on site and vendors to provide resources for veterans and the community, making the event more fun and interactive for all generations.

Budget Impact:

0

Previous Action: At its regular meeting on April 22, 2024, the Council previously approved this event. The application mapping route of the parade has changed since being approved. The new route map needed a fresh review and approval by Department Head Leaders for any possible street closure impact.

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. VA.Parade.map modification



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

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

Application

Application Date *

8/9/2024

Event Name *

Anacortes Veterans Parade Event

Event Type

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

Applicant/Organization Name *

American Veterans Parade & Events of Anacortes

Mailing Address *

1004 Commercial Avenue #445

Event Contact Person *

Juia Anne Simpson

Event Contact Email *

julia@if-intentionallyfocused.com

Event Contact Phone *

3608998844

Event Website

<https://if-intentionallyfocused.com/veterans-day-parade-anacortes-wa>

Estimated Number of Participants/Attendees *

1000

Event Description *

The goal of our first annual Anacortes Veterans Parade and Static Viewing Event is to bring the community together to celebrate and honor our Veterans. It is our Mission to Honor & Support our Veterans while building our Community around them. The Veteran Parade will begin at 1pm-3pm, and conclude at Causland Park where the community can continue to come together, check out the floats, vehicles, listen to a few Veteran speakers, announce our Parade Float Winners, and more. With food trucks on site to feed our Veterans and community, vendors to provide resources for Veterans and table vendors to make the event more fun and interactive for all generations.

Will food vendors participate in this event? *

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

☒ Yes ☐ No

Date Event Starts *

11/10/2024

Time Event Starts *

1:00:00 PM

Date Event Ends *

11/10/2024

Time Event Ends *

5:00:00 PM

Date Street Closure Starts *

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

11/10/2024

Time Street Closure Starts *

11:30:00 AM

Date Street Closure Ends *

11/10/2024

Time Street Closure Ends *

6:00:00 PM

Event Location *

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

Parade (1pm-3pm): 3rd Street to 10th Street from O Ave - Q Ave.

Parade Static Viewing Event at Causland Park (2:30pm-5pm): 8th Street to 7th Street from M Ave - N Ave.

Parking Location

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

Public parking: library, side streets, etc.

Event Map (optional)

Upload one or more maps of the event

2024 Anacortes Veterans Para... 3.79MB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Updated SPECIAL EVENT Inde... 144.9KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature

Julia Anne Simpson

Admin Review

Council Meeting Date*

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

8/26/2024

Staff Review Deadline*

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

8/19/2024

Administrator comments and conditions of approval

This event had previously been approved by Council on April 22, 2024. The route for the event has been changed enough to warrant a new application. Please review the new map and I will get this back to Council as soon as we can. Thanks! Stephanie

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

OK as long as O Ave is not closed for the Static Display time frame.

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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

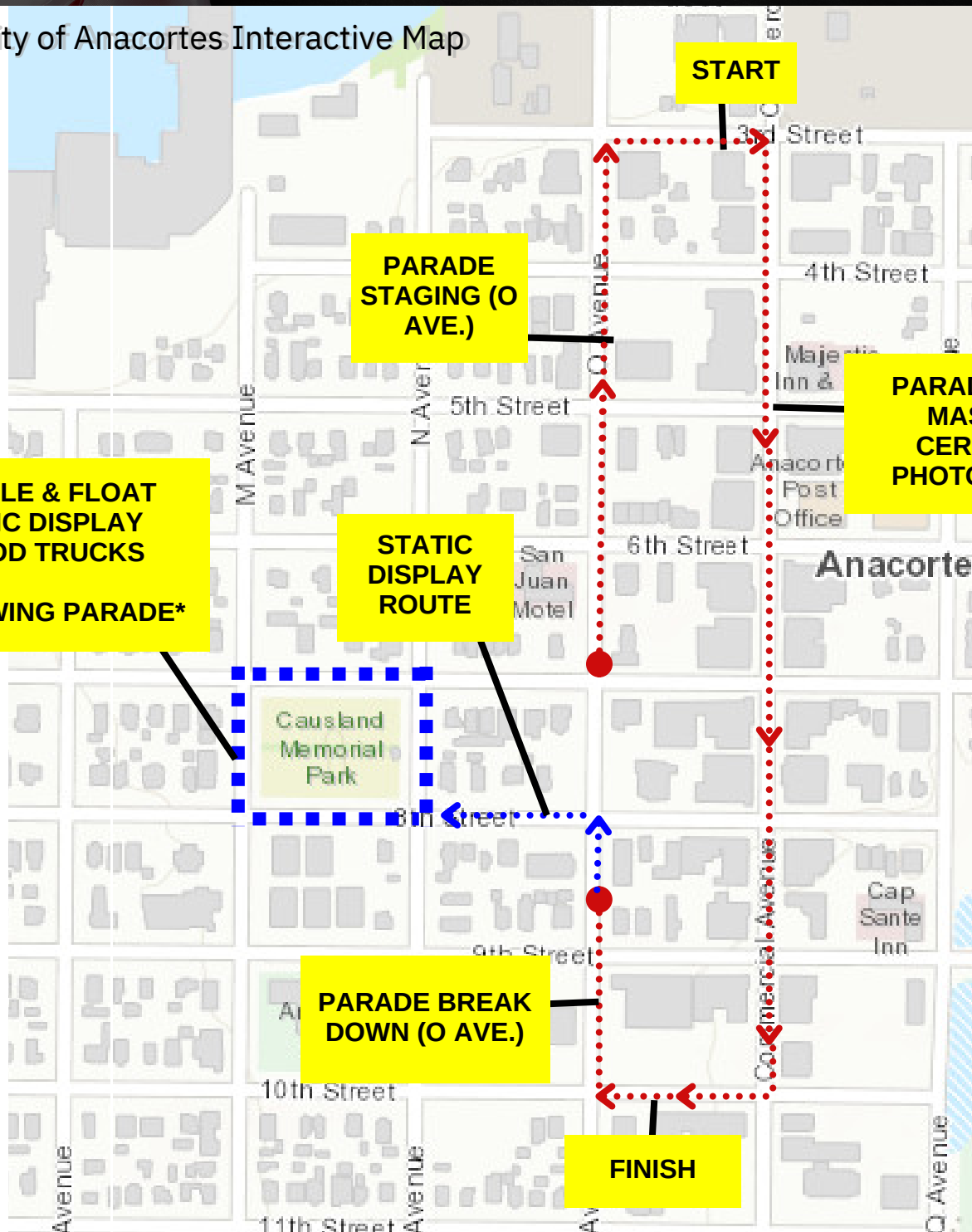
ANACORTES FIRST ANNUAL VETERANS PARADE EVENT

SUNDAY NOVEMBER 10, 2024

PARADE: 1PM-3PM and STATIC DISPLAY EVENT FOLLOWING PARADE



City of Anacortes Interactive Map



<https://if-intentionallyfocused.com/veterans-day-parade-anacortes-wa>



City Council Agenda Bill

Meeting Date: August 26, **Agenda Item:** 5.d.
2024

Agenda Item Title: Contract Award: Senior Activity Center Needs Assessment #24-230-ASC-001

Staff Contact(s): Jonn Lunsford, KARL WOLFSWINKEL

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$50,000.00 to Berk Consulting, Inc. to perform the Senior Activity Center Needs Assessment.

Background:

1. **History:** Berk Consulting, Inc. of Seattle will perform a needs assessment that will inform the Center's contributions to the City's 2025 Comprehensive Plan. Contract will be 100% funded by a grant from the ASAC Foundation.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$50,000.00.
 - The period of performance is from contract inception through July 1, 2025.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Berk Consulting, Inc.
Contract Amount	\$50,000.00
Earmarked Funds	\$0
BARS #	101.410.575.52.41
Budget Amendment Required?	Yes

Revenue Source?	ASAC Foundation
Start Date	Inception
End Date	7/1/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-230-ASC-001 with Berk Consulting, Inc. in the amount of \$50,000.00 to perform the Senior Activity Center Needs Assessment.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-230-ASC-001



AGREEMENT #24-230-ASC-001

Between
THE CITY OF ANACORTES
AND
BERK CONSULTING, INC.

SENIOR ACTIVITY CENTER NEEDS ASSESSMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Berk Consulting, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work**. Under this Agreement, the Consultant shall assist the City in an assessment of the needs of the Anacortes Senior Activity Center as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Karl Wolfswinkel, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms**. The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty Thousand Dollars (\$50,000.00)**. The billable rates for services provided shall be in accordance with those listed in Exhibit A.

3. **Period of Performance**. The period of performance under this Agreement is from inception through July 1, 2025.

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

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

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

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

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

6. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment.

Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

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

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles when any motor vehicles are used in connection with work to be performed. 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 when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

19. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

20. **Right to Terminate Agreement.**

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

by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

25. **Disputes**

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

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

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

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

mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

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

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

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

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

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

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:
Berk Consulting, Inc.
Trish Raysor
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121
trish@berkconsulting.com

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

CITY OF ANACORTES

BERK CONSULTING, INC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Anacortes Senior Activity Center Needs Assessment

BERK Proposal | July 26, 2024

Anticipated Scope of Work

Task 1 - Project Kick-off and Project Management

BERK will conduct a kick-off meeting with the project team to build a common understanding of key research questions and desired project outcomes, proposed schedule, and how we will work together to ensure success. This meeting will feature a substantive discussion of the information needed to develop a useful document that describes the current situation and makes informed recommendations. We will discuss the effective and efficient use of interviews and discussion groups to inform the assessment and a community survey.

As this project progresses, we will hold regular, brief, check-ins between BERK's project manager and the Senior Center. This regular communication keeps the project focused and enables us to identify and address challenges to keep it moving forward. While we expect to collaborate with Center and Foundation staff, knowing that the Senior Center has only two staff members, we will be mindful to minimize the burden of information requests and demands for their time.

Task 1 Deliverables

- Kick-off meeting agenda
- Scheduled check-ins

Task 2 - Situation Assessment

The objective of the situation assessment is to gather demographic, economic, social, and other quantitative data to better understand current and potential demand for senior services in Anacortes. This information will help answer the questions:

- What do we know about the current senior population?
- How might the population change going forward?

- What is the utilization for current Senior Center programming?
- Who else is serving the community's seniors and what are they offering?

While information and analysis needs will be finalized collaboratively at the kick-off meeting, we anticipate the assessment will include:

- Population and demographic characteristics for the full community with a focus on those 65 and older
- Household characteristics including household size, income, tenure, and cost burden
- Access to care, health risk factors, and chronic disease incidence
- Transportation options, including Skagit Transit fixed route and paratransit data
- Usage data for existing Senior Center programs, events, and services

This task could also include interviews with other community providers who also serve seniors to understand what trends and needs they are seeing among the population. As part of this task, we would conduct qualitative interviews with the Senior Activity Center staff and potentially volunteers.

Task 2 Deliverables

- Draft and final questions for interviews and discussions
- Data analysis and summary to be included in Task 4 Needs Assessment

Task 3 - Outreach and Engagement

We will meet with Senior Center staff to review preliminary findings from Task 2 and finalize plans for outreach and engagement. This will include identifying the audiences, engagement methods, and objectives for outreach and engagement activities, along with BERK and City roles in supporting these activities.

In addition to current Senior Center users, a focus will be to reach older adults who may not engage with current programs. To start the engagement process, BERK will lead a series of activities to better understand the social, recreational, health, and support needs of older adults in the community. Some events may be held in the Community Center and others will be held in the community, perhaps in partnership with existing events or programs that draw older adults. Ideally multiple events will be bundled into a few days to reduce travel expenses.

In-person engagements would help identify questions for a brief community survey to launch in the fall, sent with utility bills. While we hope to reach some non-users through in-person engagement, the survey is likely to be more successful with this population. While the survey will not be statistically valid, we will use a variety of survey outreach methods to encourage participation so that the demographics of the survey respondents mirror the demographics of the Anacortes population found in the Situation Assessment. Other

outreach methods could include sending the survey in a newsletter or having paper copies at the Center or other community locations, like the library.

Task 3 Deliverables

- Materials to support public engagement, including questions to be asked and information to be shared
- Draft and final community survey

Task 4 - Needs Assessment & Recommendations

At the conclusion of the outreach and engagement phase, BERK will host a workshop with City and Foundation staff to discuss preliminary findings and identify next steps and strategies to be included in the needs assessment. The draft needs assessment will compile the results of this workshop, with the findings from the situation assessment and the engagement activities to develop recommendations for supporting the needs of older adults in the community. This will include implementation steps and timeline and recommendations for prioritizing needs. City staff will have an opportunity to review the draft needs assessment and provide consolidated comments. Comments and changes will be incorporated into a final needs assessment.

Task 4 Deliverables

- Workshop materials to support strategy workshop
- Draft and final needs assessment and recommendations

Budget

BERK Consulting				
	Allegra Calder Principal in Charge	Maddie Immel Project Manager	Stella Streufert Analyst	Total Hours and Estimated Cost by Task
2024 Hourly Rate	\$260	\$160	\$105	
Task 1: Project Kick-off and Management				
Kick off	6	6	6	
Ongoing PM	2	10	2	
Subtotal	8	16	8	32 \$5,480
Task 2: Situation Assessment				
Data Analysis (demographics, health and transit)	2	20	40	
Interviews		10	10	
Summary	2	6	8	
Subtotal	4	36	58	98 \$12,890
Task 3: Outreach and Engagement				
Materials		6	10	
Events organization and attendance		40	40	
Survey (closed ended questions, with one comment box)	2	20	40	
Subtotal	2	66	90	158 \$20,530
Task 4: Needs Assessment				
Workshop	6	6	6	
Draft and Final Needs Assessment	6	20	20	
Subtotal	12	26	26	64 \$10,010
Total Estimated Hours	26	144	182	352
Cost (Hours*Rate)	\$6,760	\$23,040	\$19,110	\$48,910
Subtotal Consultant Cost	\$48,910			
Survey Monkey Fee	\$50			
Project Expenses at ~2% of Project Budget	\$1,040			
Estimated Project Total	\$50,000			



City Council Agenda Bill

Meeting Date: August 26, **Agenda Item:** 6.a.
2024

Agenda Item Title: Public Hearing on Resolution 3163 Increasing Solid Waste Rates

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Public Hearing
Andrew Rheume	
DARCY SWETNAM	

Item Summary: The City Council held a public hearing on the proposed solid waste rate increases on August 19th, 2024. At that meeting the public hearing was continued to the date certain of August 26, 2024. The City Council also asked to have the proposed rate increase for the 21 gallon tote customers be reduced to incentivize customers to generate less garbage. This reduction will need to be studied to achieve the City Council's request while keeping the solid waste fund adequately funded. Staff request additional time to perform this analysis and develop a new rate structure.

August 19th 2024 agenda item summary:

On June 14th, Skagit County Public works issued a memo indicating its intent to increase tonnage rates charged at the solid waste transfer stations. Currently, municipalities are charged \$104 per ton. On September 1, 2024, that will increase to \$131 per ton. Additional rate increases were also communicated with effective dates January 1 of 2026, 2027, and 2028, each year increasing by an additional \$2 per ton, resulting in \$137 per ton in 2028. RCW 35A.21.152 requires a 45-day notice of solid waste rate increase. The notice was first published on August 7th, the rates would go into effect on October 1, for assessment on October consumption, and billing on the November utility bill.

Budget Impact:

See attached for recommended solid waste rates.

Previous Action: Unified Fee Schedule updated Jan 1, 2024 with new annual utility rates

Public Hearing held on August 19th 2024 to increase solid waste rates

Recommended Motion: I move to continue the public hearing on resolution 3163, updating the Unified Fee Schedule with increased Solid Waste rates, to September 3rd, 2024.

Alternative Actions: Approve rate increases as presented August 19th, 2024.

Attachments (listed in order presented):

1. 240821 Resolution 3163 increase solid waste
2. Solid Waste Rates 10.1.2024 8.19 Council
3. Rate Notification Letter 2024
4. Solid Waste Rates Resolution Skagit County 2024

RESOLUTION NO. 3163

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
UPDATING THE UNIFIED FEE SCHEDULE TO INCREASE SOLID WASTE FEES DUE TO
COUNTY TIPPING FEE INCREASES**

WHEREAS, Skagit County has provided notice that the tipping fees charged at the transfer stations in Skagit County will be increasing starting in September 2024 by 24.76% with additional increases through 2028 totaling 30.48%, and

WHEREAS, in order for the Solid Waste utility to meet the additional tipping fee expenses the City would need to increase its solid waste rates accordingly and incorporate these changes to the unified fee schedule for residential and commercial customers; and

WHEREAS, State law requires a 45 day notice before implementing solid waste rate increase, and the first notice of the rate increase was made August 7th, 45 days from then is September 21st, thereby making October 1 the logical rate implementation date, and

WHEREAS, applying the total adjustment for October 2024 consumption will affect November billings to Solid Waste customers, thereby providing the additional revenue for the Solid Waste utility to meet that increase in County tipping fees.

WHEREAS, as this rate increase comes close to the end of the year, Council finds it appropriate to waive the Consumer Price Index increase for solid waste fees that would have otherwise been effective January 1, 2025.

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

Section 1.

- 1. The Unified Fee Schedule currently in effect is hereby updated to represent the new monthly fees inclusive of the changes, Effective October 1, 2024, as described in exhibit A.**
- 2. The Consumer Price Index increase that would otherwise go into effect January 1, 2025 for solid waste fees is hereby waived.**

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 26th day of August 2024.

MATTHEW C. MILLER, MAYOR

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

DRAFT

Solid Waste Rates

- June 14, 2024 Skagit County sent notice of intent to increase tonnage rates charged at the County transfer station.
- Also included was County resolution R202440120 that illustrated additional tonnage increases through 2028.



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

June 14, 2024

Re: Notification of Skagit County Solid Waste Rate Increase

Skagit County Solid Waste will implement a rate increase at all of our transfer sites on September 1, 2024. The tonnage rate for general solid waste will increase to \$137/ton for general solid waste and \$131/ton for municipalities. Please see the attached resolution and approved rate schedule by the Skagit County Commissioners for further details on municipal solid waste and other materials. This is the first of a series of scheduled rate increases.

This letter stands as the notification per RCW 70A.205.160.

Solid Waste Rates

- County resolution R202440120 implemented tonnage increases through 2028.

ATTACHMENT A SOLID WASTE RATE SCHEDULE

A. GENERAL WASTE:

	<u>Commercial / Residential</u> (exempt / non-exempt)	<u>Municipalities</u>
2024	\$137.00 / ton	\$131.00 / ton
2026	\$141.00 / ton	\$133.00 / ton
2027	\$145.00 / ton	\$135.00 / ton
2028	\$149.00 / ton	\$137.00 / ton

State Refuse Tax of 3.6% will be added to Non-Exempt tonnage rates.



Solid Waste Rates

Residential & Commercial Solid Waste Service Size	# accounts	Current Monthly
21 Gallon Refuse Tote Service	3958	11.43
32 Gallon Refuse Tote Service	4332	21.24
64 Gallon Refuse Tote Service	213	42.48
96 Gallon Refuse Tote Service	144	63.72
21 Gallon Refuse Tote Service - Discount	243	8.00
32 Gallon Refuse Tote Service - Discount	154	14.87
64 Gallon Refuse Tote Service - Discount	2	29.74
1.5 Cubic Yard Container	179	155.22
2 Cubic Yard Container	100	187.90
3 Cubic Yard Container	185	269.59
6 Cubic Yard Container	97	531.02
8 Cubic Yard Container	33	710.75
10 Cubic Yard Drop Box (Permanent)	2	163.39
30 Cubic Yard Drop Box (Permanent)	10	163.39
10 Cubic Yard Drop Box (Temporary)		441.15
30 Cubic Yard Drop Box (Temporary)		441.15
Recycling (32,64,96 gal)	9046	14.28
Blue Bags		6.80
Drop box consumption charged at cost + \$1/ton		

- Current solid waste service ranges from 21 gallon totes to 96 gallon totes, the monthly fee ranging from 11.43 to 63.72 for weekly pickup.
- The majority of households, 48%, have a 36 gallon tote, while 44% of households have a 21 gallon tote.
- Please note, the 21 gallon tote fee is currently \$2.51 underfunded proportionate to the other tote sizes.
 - Staff recommends increasing the 21 gallon tote fee to be consistent with the other tote sizes.

Solid Waste Rates

- Total increase is 30.48%
 - 21 Gallon includes \$2.51 adjustment

Residential & Commercial Solid Waste Service Size	# accounts	Current Monthly	Amount increase	New Monthly
21 Gallon Refuse Tote Service	3958	11.43	5.99	17.42
32 Gallon Refuse Tote Service	4332	21.24	6.47	27.71
64 Gallon Refuse Tote Service	213	42.48	12.95	55.43
96 Gallon Refuse Tote Service	144	63.72	19.42	83.14
21 Gallon Refuse Tote Service - Discount	243	8.00	2.44	10.44
32 Gallon Refuse Tote Service - Discount	154	14.87	4.53	19.40
64 Gallon Refuse Tote Service - Discount	2	29.74	9.06	38.80
1.5 Cubic Yard Container	179	155.22	47.31	202.53
2 Cubic Yard Container	100	187.90	57.26	245.16
3 Cubic Yard Container	185	269.59	82.16	351.75
6 Cubic Yard Container	97	531.02	161.83	692.85
8 Cubic Yard Container	33	710.75	216.61	927.36
10 Cubic Yard Drop Box (Permanent)	2	163.39	49.80	213.19
30 Cubic Yard Drop Box (Permanent)	10	163.39	49.80	213.19
10 Cubic Yard Drop Box (Temporary)		441.15	134.45	575.60
30 Cubic Yard Drop Box (Temporary)		441.15	134.45	575.60
Recycling (32,64,96 gal)	9046	14.28		
Blue Bags		6.80	2.07	8.87
Drop box consumption charged at cost + \$1/ton				





SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

June 14, 2024

Re: Notification of Skagit County Solid Waste Rate Increase

Skagit County Solid Waste will implement a rate increase at all of our transfer sites on September 1, 2024. The tonnage rate for general solid waste will increase to \$137/ton for general solid waste and \$131/ton for municipalities. Please see the attached resolution and approved rate schedule by the Skagit County Commissioners for further details on municipal solid waste and other materials. This is the first of a series of scheduled rate increases.

This letter stands as the notification per RCW 70A.205.160.

Please contact me if you have any questions or concerns.

Sincerely,

Margo Gillaspy, LHg
Solid Waste Division Manager
Skagit County Public Works
1800 Continental Place
Mount Vernon, WA 98273-5625

margog@co.skagit.wa.us
(360) 416-1578 (direct line)
(360) 416-1400 (Public Works)

Encl: Skagit County Solid Waste Rate Resolution

CC: Marie Lambert
Tanya Wills

RESOLUTION NO.

RESOLUTION REGARDING SOLID WASTE RATE STRUCTURE

WHEREAS, pursuant to RCW 36.58.040, the Skagit County Board of Commissioners ("Board") is responsible for the establishment of solid waste rates and classifications of rates; and

WHEREAS, the Skagit County Public Works Department has worked cooperatively with a consultant (FCS Group) and with the Skagit County Solid Waste Advisory Committee ("SWAC"), and with the Skagit County Solid Waste System Governance Board ("SWSBG") to update the Skagit County Solid Waste Rate Structure; and

WHEREAS, the current Skagit County Solid Waste Rate Structure has been set in Resolution # R20190059; and

WHEREAS, the County has entered into an interlocal agreement between Cities and Towns in Skagit County for solid waste management (Skagit County Contract # C20080306, as amended by Amendment # A20100124), creating the SWSBG; and

WHEREAS, the proposed Solid Waste Rate Structure (as described per Attachment A, and incorporated by reference) has been presented to and approved by the Skagit County SWAC on March 13, 2024; and,

WHEREAS, the proposed Solid Waste Rate Structure has been presented to and approved by the SWSBG on April 19, 2024; and

WHEREAS, a Public Hearing regarding the proposed Solid Waste Rate Structure was held in the Commissioners Hearing Room on May 21, 2024; and

WHEREAS, the Board of Skagit County Commissioners desires to rescind Resolution # 20190059 and implement the Solid Waste Rate Structure as described per Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED, by the Board of Skagit County Commissioners that the rates established by Resolution # R20190059 are hereby rescinded and, are hereby replaced and superseded with the schedule of rates as provided per Attachment A (and incorporated herein).

BE IT FURTHER RESOLVED, that the current State of Washington Refuse Collection Tax be included in the rates for non-exempt customers; and

BE IT FURTHER RESOLVED, that the attached rates shall be effect on September 1, 2024, with further additional annual increases adopted therein to become effective each year as of January 1st thereafter as applicable.

PASSED this 10 day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Peter Browning, Chair

Lisa Janicki, Commissioner

ABSENT

Ron Wesen, Commissioner

Attest:

Attest:
Kerri Williams
Clerk of the Board

Approved as to form:

6/3/24

Civil Deputy Prosecuting Attorney

Approved as to Content:

p.p. Michael See

Department Head

RESOLUTION

**ATTACHMENT A
SOLID WASTE RATE SCHEDULE**

A. GENERAL WASTE:

	<u>Commercial / Residential</u> (exempt / non-exempt)	<u>Municipalities</u>
2024	\$137.00 / ton	\$131.00 / ton
2026	\$141.00 / ton	\$133.00 / ton
2027	\$145.00 / ton	\$135.00 / ton
2028	\$149.00 / ton	\$137.00 / ton

State Refuse Tax of 3.6% will be added to Non-Exempt tonnage rates.

B. MINIMUM CHARGE:

For customers of the Skagit County Transfer and Recycling Station and Sauk Transfer Stations the minimum charges will be (including state refuse tax):

2024	\$27.00
2026	\$28.00
2027	\$29.00
2028	\$30.00

C. SPECIAL WASTE:

1. Recyclable Materials

\$ 0.00 / ton

Materials from Skagit County households consisting of entirely clean and separated recyclables in the following categories:

- a. Glass: separated by colors (brown, clear, and green)
- b. Metal Containers: separated by type (tin, aluminum)
- c. Paper: separated by type (cardboard, mixed paper)
- d. Plastics: HDPE and PET plastic beverage containers
- e. Other Scrap Metals: all non-metal materials must be removed

2. White Goods (Appliances)

White Goods	\$13.00 each
White Goods containing Freon:	
2024	\$33.00 each
2026	\$34.00 each
2027	\$35.00 each
2028	\$36.00 each

3. Tires

Residential: Passenger car and light truck tires are accepted at the General Waste Rate and must be separated from other waste. Four tires are accepted at each visit.

Commercial/Municipalities: Tires in commercial/municipal loads will be charged at a per tire rate.

	<u>Off-rim</u>	<u>On-rim</u>
Passenger (Under 27")	\$5.00	\$9.00
Large Passenger car/light truck (Over 27")	\$6.00	\$9.00
Semi-Truck (rim size of 19.5" and over)	\$24.00	\$40.00
Tires over 25 inches	\$150.00	\$250.00

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D. OUT-OF-COUNTY WASTE:

Out-of-County wastes delivered by residential customers are **NOT** accepted at any Skagit County solid waste disposal site.

The following Out-of-County waste streams are accepted at the Skagit County Recycling and Transfer Station:

Domestic waste from Whatcom County, which is collected by commercial haulers along State Highway 20 north of the Skagit County line.

	<u>Non-Exempt / Residential / Exempt</u>
2024	\$137.00 / ton
2026	\$141.00 / ton
2027	\$145.00 / ton
2028	\$149.00 / ton

Waste generated in San Juan County and delivered pursuant to the terms of the Interlocal Agreement Between San Juan County, Town of Friday Harbor, and Skagit County regarding Receipt of Solid Waste:

San Juan County Waste Municipalities Rate + \$7.00 / ton Surcharge

E. SATELLITE COLLECTION SITES:

Only residential wastes are accepted at the satellite collection sites.

Clear Lake Compactor Site: **\$9.00 / 32 gal can or its equivalency**

Sauk Transfer Station:	<u>Non-Exempt / Residential / Exempt</u>
2024	\$137.00 / ton
2026	\$141.00 / ton
2027	\$145.00 / ton
2028	\$149.00 / ton

F. MATERIALS NOT ACCEPTED AT SKAGIT COUNTY DISPOSAL SITES:

- a. Petroleum contaminated soils
- b. Grease – food preparation wastes (large amounts)
- c. Asbestos containing materials
- d. Sod, seeds, bulbs, or sawdust
- e. Dangerous wastes as defined by Washington Administrative Code 173-303
- f. Liquid waste
- g. Sharps, Radioactive, or Medical wastes from hospitals and medical and veterinary clinics
- h. Septage and/or septic tank wastes
- i. Pressurized fuel containers larger than 1 gallon
- j. Rodent-infested loads

G. Direct to Intermodal Construction and Demolition Residual Materials

Pursuant to and subject to compliance with Skagit County Code 12.18.040, residual waste generated by the processing of construction and demolition debris at a permitted intermediate solid waste handling facility may be delivered directly (in a sealed intermodal container acceptable to the County) to an intermodal facility utilized by Skagit County for the transport and/or disposal of solid waste, contingent upon compliance by the intermediate solid waste handling facility with certain requirements, including:

The intermediate solid waste handling facility shall pay Skagit County a fee (and comply with audit and verification procedures) as follows:

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	MSW Rate	C&D rate if Recycling Rate is 75% or over
MSW / C&D Rate 2024	\$137.00	\$96.00
MSW / C&D Rate 2026	\$141.00	\$98.00
MSW / C&D Rate 2027	\$145.00	\$100.00
MSW / C&D Rate 2028	\$149.00	\$102.00

In order to qualify for the above-stated discounted rate, a minimum recycling percentage of seventy-five percent (75%) must be maintained by the intermediate solid waste handling facility (the intermediate solid waste handling facility shall ensure that a minimum of seventy five percent [75%] of the construction and demolition debris materials received by the intermediate solid waste handling facility are processed and marketed for recycling or energy recovery, with no more than twenty five percent [25%] of incoming material by weight being delivered to the intermodal facility for disposal). Obtaining a discounted rate (as provided above) is subject to the intermediate solid waste handling facility complying with audit and verification policies and procedures to be established and adopted by the Director of Public Works, including auditing and verification of all information submitted to the County by the intermediate solid waste handling facility. Such audit and verification policies and procedures shall require the intermediate solid waste handling facility to provide a detailed accounting of materials processed and stored at the intermediate solid waste handling facility and shall be submitted to the County by the intermediate solid waste handling facility on or before the 5th day of the each month. Required information to be submitted by the intermediate solid waste handling facility shall include, but is not necessarily limited to, incoming waste volumes, incoming waste by weight, types and volumes of materials stored on-site, shipments of recyclable materials including material type, volume, and destination, and amount, type, and destination of materials marketed for energy recovery (and such other information that the Skagit County Public Works Department determines to be necessary or appropriate).

H. SWEEPER/FACTOR DECANT WASTE

Street waste resulting from street and catch basin cleaning activities accepted by the County at the Skagit County Decant Facility. All Skagit County Decant Facility customers shall require pre-authorization by the County.

	<u>Factor Waste</u>	<u>Sweeper Waste</u>	<u>De-watered Solids</u>
2024	\$40.00	\$98.00	\$128.00
2026	\$41.00	\$100.00	\$131.00
2027	\$42.00	\$102.00	\$134.00
2028	\$43.00	\$104.00	\$137.00

I. HOUSEHOLD HAZARDOUS WASTE

Acceptable wastes from Skagit County households must be separated and delivered to the Skagit County Household Hazardous Waste Collection Center.

Household Hazardous Waste:

No Charge

J. MODERATE RISK WASTE

Only Moderate Risk Waste from qualifying Small Quantity Generators is accepted.

All materials will be charged by piece, length, or container size as appropriate.

Flammable Liquids

Flammable Liquids (Solvents) & Fuels

\$8.00/gallon

Poisons & Toxic Liquids

Poisons & Toxic Liquids

\$15.00/gallon

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Corrosive Materials

Corrosive Material \$18.00/gallon

Oxidizing Materials

Oxidizing Material \$20.00/gallon

Solid Organics

Solid Organics \$10.00/gallon

Antifreeze

Antifreeze \$0.50/gallon

Motor Oil

Motor Oil, Uncontaminated \$0.50/gallon

Mercury Containing Lamps

Florescent Lamps \$0.10/linear foot
Compact Florescent Lamps \$0.50/lamp
HID Lamps \$1.00/lamp

Aerosols

Aerosols \$1.00/each

Paint Related Materials

Paint related materials not covered under the PaintCare program.

Paints, resins, tars, adhesives, etc. \$5.00/gallon

Pesticides & Consumer Chemicals

Pesticides & Consumer chemicals \$8.00/gallon

Unclassified Wastes

For chemical waste streams not directly correlated to the above classes, disposal rates will be based on treatment technology and handling requirements as follows:

\$5-\$50/gallon depending on service

K. Fees**No-Pay Fee**

\$5

If complete payment is not made at the Scale house at the transaction, a "No Payment" form will be filled out and a "No-Pay Fee" will be assessed. This Fee may be removed if complete payment is collected at the Scale house or with the Accounting staff at 1800 Continental Place within 24 hours of the initial transaction.

Late Fee

1% charge

Late fees will be charged if account is delinquent over 30 days

Unsecured Load Fee

50% of disposal charge

As per Skagit County Code, Chapter 12.17 "Vehicles Transporting Solid Waste" (SCC 12.17.)

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