

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



Anacortes City Council

Municipal Building Council Chambers

904 6th Street

October 7, 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. Finance Committee (Report)
 - c. Housing Affordability and Community Services Committee (Report)
 - d. Public Works Committee (Report)
 - e. Library Committee (Report)
 - f. Public Safety Committee (Report)
 - g. Anacortes Community Forest Lands Lifetime Achievement Award (Presentation)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 23, 2024 (Action)
 - b. Approval of claims in the amount of \$1,182,518.42 (Action)
 - c. Special Event Application: Elves Night Out - Anacortes Downtown Alliance (Action)
 - d. Contract Award: WWTP Nutrient Reduction Improvement Project - Aeration Basin Equipment #22-095-SEW-002 (Action)
6. **Public Hearings**
 - a. * Public Hearing on 2025 Budgeted Revenue Sources (Discussion)

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.

7. **Other Business**

- a. * Resolution 3167: Lodging Tax Funding Recommendations for 2025
(Discussion/Possible Action)
- b. * Ordinance 4088: 2024-2029 Capital Facilities Plan Amendment (Discussion)
- c. Port Security Grant to Purchase a Public Safety Boat for the Anacortes Fire
Department (Discussion/Possible Action)
- d. Interlocal Agreement #24-256-FBR-001 for Burlington Dark Fiber Optic Connections
(Discussion/Action)

8. **Adjournment**

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Anacortes City Council Minutes - September 23, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of September 23, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present. Councilmembers Anthony Young and Carolyn Moulton were absent.

Mr. Fantini moved, seconded by Ms. Hubik, to excuse the absence of Mr. Young and Ms. Moulton. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller thanked the city staff for their work during Fall Cleanup Day on Saturday and Oyster Run on Sunday. He then announced that there would be no City Council meeting on September 30th. He then thanked Fire Chief Bill Harris and city staff for the successful execution of an emergency response drill, reminded the public that the A-Town magazine would be delivered via the mail this week, and invited public input on the [transportation survey](#) that will guide mobility and safety improvements over the next 20 years as part of the 2025 Comprehensive Plan update.

Mr. Walters announced that he would be teaching a course on the Growth Management Act and Comprehensive Planning on November 5th, 12th, and 19th from 4-6pm at the [Anacortes Senior College](#).

Mr. Fantini announced that he would be holding a town hall in the community room on Thursday, September 26th, from 6-8pm at the Anacortes Public Library.

Planning Committee

Ms. Cleland-McGrath reported from the Planning Committee meeting held earlier in the evening. The topics discussed included a response to public concerns regarding the former use of planning unit developments, development code cleanup, and permit review timelines.

Economic Development Committee

Ms. Hubik reported from the Economic Development Committee meeting held on September 17th. The topics discussed included fine-tuning survey questions, survey testing before release to respondents and consideration of in-person discussions.

Lodging Tax Advisory Committee

Mr. Walters reported from the Lodging Tax Advisory Committee meeting held earlier in the day. The topics discussed included 2025 funding requests.

Public Comment

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

Public comment was delivered as follows:

Anastasia Brencick of Anacortes commented on the national day of remembrance for Native American or Indian boarding schools of September 30th, mentioning that Anacortes families have members who were survivors of these institutions and that their experiences should be listened to and grieved for by the community.

She asked that the City Council adopt a resolution commemorating the day and that the occasion is an opportunity to find a way forward through healing by listening, learning, and committing to remembering. Ms. Brencick suggested that all people wear orange shirts on September 30th to honor being together as one human family and support the notion that every child matters.

Theresa Baker of Anacortes commented on the proposed grant for the purchase of a public safety boat for the Fire Department. She mentioned that there are additional long-term costs and commitments that come with operating a boat, including moorage, insurance, maintenance, and crew training requirements.

Consent Agenda

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

a. Minutes of September 16, 2024

b. Approval of claims in the amount of \$877,516.37

The following vouchers/checks were approved for payment:

EFT numbers: 110502 through 110541 total \$692,689.46

Check numbers: 110542 through 110569, total \$152,247.67

Wire transfer numbers: 354615 through 355009, total \$32,579.24

c. Special Event Application Modification: Turkey Trot

Other Business

Contract Award: Cap Sante Viewpoint #24-177-PRK-002

Parks and Recreation Director Jonn Lunsford introduced the proposed contract #24-177-PRK-002 with Strandberg Construction, Inc., referring to a slide presentation that was added to the packet materials for the meeting. He then introduced Anacortes Rotary Club President Marta McClintock, who mentioned that the project is within the organization's budget and that the lodging tax funds that were appropriated for the project should not be needed. She emphasized the importance of the project making the site more accessible to visitors and community members alike, and thanked the City Council, mayor, and city staff for their cooperative efforts in bringing the project to fruition.

Discussion topics included:

- Traffic control during the project. No expected closure.
- Appreciation for the Rotary Club efforts with project design.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve contract #24-177-PRK-002 with Strandberg Construction, Inc. for construction of the Cap Sante Viewpoint.

Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Interlocal Agreement #24-253-APD-001 for the Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU)

Police Chief Dave Floyd introduced the proposed interlocal agreement #24-253-APD-001 with Skagit County for the Drug Enforcement Unit task force, which would be a renewal of the regional task force. He mentioned the principal changes to the agreement being the addition of the City of Oak Harbor Police Department and a contingent funding model due to the Washington State Department of Commerce allocating federal funds to other programs. He specified that the contingent funding is capped at \$100,000 and that Anacortes' contribution would be limited to ten percent of any emergent funding requirements.

Discussion topics included:

- 2025 budget estimate.
- Designated as a high-intensity drug trafficking area task force, which allows for funding for operations and additional capabilities.
- Executive board composition, team, and administrative staffing requirements.

BRUCE MCDOUGALL moved, seconded by AMANDA HUBIK, to authorize the mayor to execute interlocal agreement #24-253-APD-001 with Skagit County.

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

Contract Modification: Social Worker Agreement #23-113-APD-001

Police Chief Dave Floyd and Anacortes Family Center Executive Director Dustin Johnson detailed recent community outreach efforts of the Anacortes Police Department and Anacortes Family Center, referring to a slide presentation that was added to the packet materials for the meeting. The presentation supported the proposed modification to contract #23-113-APD-001 that would extend the contract for a social worker through the end of 2025.

Discussion topics included:

- Not a quick fix, but enduring support.
- The effectiveness of outreach directly tied to the personality and talents of the outreach team.
- City Council after-action discussion of T Avenue actions and resolution.
- Where have former T Avenue encampment residents ended up? Who have we not been able to help?
- November 4th Northwest Planners forum discussion.
- Persistence in maintaining contact with individuals and offering services.
- Triggering event to seek services.
- Building trust with individuals in extremis.
- Consistent availability of services and support.
- Willingness to invest in disadvantaged members of the community.

Ms. Cleland-McGrath announced that, as a serving board member of the Anacortes Family Center, that she would abstain from the vote.

AMANDA HUBIK moved, seconded by TJ FANTINI, to authorize the mayor to sign the modification to contract #23-113-APD-001.

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

Port Security Grant to Purchase a Public Safety Boat for the Anacortes Fire Department

Assistant Fire Chief Joe Burbank introduced the proposed port security grant for the purchase of a public safety boat for the Anacortes Fire Department, referring to a slide presentation that was added to the packet materials for the meeting. Fire Chief Bill Harris explained the grant award acceptance timeline being 30 days from the award date of September 13th. He added that the build timeline would be 24 months and that the matching funds would be sourced from casino impact funds from the 2024 and 2025 budgets, as well as possible support from Skagit County Emergency Medical Services.

Discussion topics included:

- Will there be additional firefighters?
- The goal is to train one-third of the department to operate the new boat.
- A maritime community does not have adequate maritime response capability.
- Offsetting purchase and maintenance costs with assistance from other entities.
- Including needs in the 20-year capital facilities plan.
- Discussing operations and maintenance plans with the Samish Indian Nation.
- Number of annual call responses with the current boat.
- Moorage plan with the Port of Anacortes.
- Conditions of the grant? - 36 months from grant acceptance to spend the funds.
- Insurance costs? Licensing requirements?
- Any possibility to recoup the costs of saving individuals' lives?
- Training requirements?
- Legal obligation or liability to respond to certain incidents and interoperability with the Coast Guard.
- Reassurance for the community and visitors alike.
- Concern for ongoing maintenance costs.
- Possible future interlocal with Island County for cooperative operations
- Area of operations? - Skagit County and Department of Natural Resources islands.
- Expansion of current services?
- Possible ramifications of not using the grant money.
- Vital capability for community safety.
- The Council must hear about critical needs before the solution is determined.

Adjournment

There being no further business, at approximately 07:48 p.m. the Anacortes City Council meeting of September 23, 2024, was adjourned.



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

October 7, 2024
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

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

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

Name

Topic

✓ JOHN FIRLOTTE
JESICA KISER

- VIC ^{ISSUES}
- Grant Funding

✓ KAREN FINE

32ND X WALK SUPPORT
IN CIF

Continue on back of sheet as needed

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 October 07, 2024 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355577	8/7/2023	051-6820-01	SMITH, ARLINE & WILLIAM	UB REFUND CST #039634	\$ 112.35	finance
355574	1/26/2024	122748	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - REPLACE BUCKET FOR WWTP GENERATOR PANEL	\$ 772.48	dwwtp
355579	8/12/2024	2418-01	QUANTUM CONSTRUCTION, INC	FIRE STATION 3 GARAGE REPAIR	\$ 3,188.93	pw1
355232	8/14/2024	28911	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 3,302.09	dshop
355506	8/31/2024	856	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - AUGUST	\$ 360.00	finance
355713	9/1/2024	9/1/2024	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - SEPTEMBER 2024	\$ 5,000.00	apd
355180	9/2/2024	93026	APS INC.	FP VISION A5 AUTO FEEDER WITH 10# INTEGRATED SCALE	\$ 3,753.60	finance
355606	9/3/2024	AFD 24	ISLAND HOSPITAL	AUGUST HOSPITAL SUPPLIES	\$ 2,547.78	medic
354977	9/3/2024	APD	ISLAND HOSPITAL	PRE-EMPLOYMENT DRUG SCREEN; HOFSTAD, CARTER	\$ 58.00	apd
355334	9/5/2024	1255	FIDALGO CLEANING	CLEANING 9/5-9/19/24	\$ 140.00	museum
355333	9/5/2024	1294	FIDALGO CLEANING	CLEANING 9/5-9/19/24	\$ 200.00	museum
354988	9/6/2024	B18781110	SHI INTERNATIONAL CORP.	BLUEBEAM CORE - SOFTWARE SUBSCRIPTION 10/12/24-10/12/25	\$ 8,781.25	infosys
355341	9/7/2024	29629429-242777576	HARTFORD FIRE INSURANCE CO	WTP FLOOD INSURANCE INTAKE STATION POLICY 99013485392019	\$ 1,069.00	finance
355340	9/8/2024	29629347-242789772	HARTFORD FIRE INSURANCE CO	WTP FLOOD INSURANCE POWER SUBSTATION POLICY 99013485432019	\$ 2,303.00	finance
355321	9/9/2024	1269	FIDALGO CLEANING	APD CLEANING & SUPPLIES 9/9-9/22	\$ 875.00	apd
355060	9/10/2024	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. 9/19-10/18/24	\$ 143.37	finance
355589	9/11/2024	238243	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - CLEAN WTP CONDENSER COILS	\$ 460.88	dwwtp
355582	9/11/2024	24-0911	BUSBY INDUSTRIES, INC, DBA BERRYMAN EQUIPMENT CO	REBUILD WWTP INCINERATOR BLOWER	\$ 18,530.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355598	9/11/2024	304.0002019.240 - 37	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - THROUGH 8/23/24	\$ 21,484.00	pw1
355178	9/11/2024	48606	SKAGIT PUBLISHING LLC	PUBLISH AA-556273	\$ 40.60	finance
355179	9/11/2024	48607	SKAGIT PUBLISHING LLC	PUBLISH AA-556726	\$ 162.40	plan
355343	9/11/2024	8498 30 017 0464628	COMCAST	WA PARK INTERNET ACCESS 9/21-10/20/24	\$ 113.16	parks1
355231	9/12/2024	00054938384	DEPARTMENT OF LICENSING	SPECIAL FUEL BILLING #182/PLATE #65956D	\$ 190.25	dshop
355240	9/12/2024	905806	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 12,257.31	dwtp
355591	9/13/2024	20	ANACORTES WATERFRONT ALLIANCE	LEARN TO SAIL PROGRAM 2024	\$ 22,721.00	pkrec
355378	9/13/2024	241036	T-SHIRTS BY DESIGN	ADD ON YTH SOCCER SHIRTS - LATE REGIS	\$ 272.00	pkrec
355597	9/13/2024	P2348-NT-1	QCC QUALITY CONTROLS CORP.	WWTP PUMP STATION 3 PANEL UPGRADE	\$ 5,700.00	dwwtp
355183	9/14/2024	288709	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR 8TH ST PROJECT	\$ 12,549.91	dshop
355184	9/14/2024	288940	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK SALES	\$ 2,577.91	dshop
355377	9/15/2024	2	SKAGIT VALLEY SOFTBALL	OFFICIALS FOR 2024 ADULT SOFTBALL	\$ 1,870.00	pkrec
355339	9/16/2024	0001663	CITY OF BURLINGTON	DARK FIBER, SEPT 2024	\$ 287.38	fiber
355330	9/16/2024	3RD QTR 2024	SKAGIT COUNTY DISTRICT COURT	3RD QTR PROBATION FEES	\$ 12,700.00	court
355324	9/16/2024	3RD QTR 2024	SKAGIT COUNTY DISTRICT COURT	3RD QTR COMMUNITY COURT FEES	\$ 1,950.00	court
355326	9/16/2024	4454	SKAGIT 911	2024 4TH INSTALLMENT - 911 USER FEE AND LAW RADIO INF	\$ 84,883.00	apd
355229	9/16/2024	4455	SKAGIT 911	4TH QTR RADIO INFRASTRUCTURE FEE	\$ 9,505.00	medic
355329	9/16/2024	557247	PROFORCE LAW ENFORCEMENT	FIREARMS; PISTOL	\$ 696.47	apd
355328	9/16/2024	557249	PROFORCE LAW ENFORCEMENT	FIREARMS; RIFLES WITH GRIPS AND LIGHTS	\$ 4,331.41	apd
355059	9/17/2024	1727815	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 19.58	finance
355058	9/17/2024	1727816	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 334.00	finance
355247	9/17/2024	44401075	TWO RIVERS TERMINAL, LLC	PUMP STATION CHEMICALS - PS13	\$ 12,251.05	dwwtp
355233	9/17/2024	IN2119975	MUNICIPAL EMERGENCY SERVICES	ROPE RESCUE: ROPE, LITTER HARNESS, LITTER	\$ 7,563.71	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355063	9/17/2024	INV2886229	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 8/15-9/14/2024	\$ 214.15	finance
355061	9/17/2024	INV2886230	COPIERS NORTHWEST, INC	COURT & ASC COPIES 8/16-9/15/24	\$ 505.31	finance
355325	9/18/2024	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 8/20-9/17/24	\$ 901.89	apd
355576	9/18/2024	126751	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - HOOK UP WTP GENERATOR	\$ 2,004.84	dwtpt
355338	9/18/2024	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 8/20-9/17/2024	\$ 283.88	publib
355603	9/18/2024	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2; 8/20 - 9/17/24	\$ 23.34	medic
355587	9/18/2024	186	CHECK THE DOSE, LLC.	CHECK THE DOSE ONLINE PLATFORM	\$ 509.18	medic
355332	9/18/2024	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM/WT PRESTON 8/20-9/17/24	\$ 23.34	museum
355379	9/18/2024	241058	T-SHIRTS BY DESIGN	ADD ON SHIRT ORDER YOUTH SOCCER - LATE	\$ 40.80	pkrec
355117	9/18/2024	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 8/20-9/17/24	\$ 23.47	parks1
355115	9/18/2024	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 8/20-9/17/24	\$ 16.60	parks1
355116	9/18/2024	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 8/20-9/17/24	\$ 82.63	parks1
355228	9/18/2024	48559	SKAGIT PUBLISHING LLC	PUBLISH AA-558618	\$ 121.80	plan
355118	9/18/2024	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 8/20-9/17/24	\$ 12.50	parks1
355114	9/18/2024	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 8/20-9/17/24	\$ 16.86	parks1
355235	9/18/2024	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 8/20-9/17/24	\$ 109.97	medic
355227	9/18/2024	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 8/20-9/17/24	\$ 160.42	dshop
355113	9/18/2024	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 8/20-9/17/24	\$ 14.30	finance
355331	9/18/2024	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 8/20-9/17/24	\$ 52.35	museum
355119	9/18/2024	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 8/20-9/17/24	\$ 24.64	parks1
355336	9/19/2024	0054628	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 32.64	wdist
355323	9/19/2024	09/19/2024	FBI - NCCA	REGISTRATION FEE; EXCELLENCE IN SMALL AGENCY POLICING - NATIONS AND KING	\$ 750.00	apd
355596	9/19/2024	1200655948	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 6/30/24-8/24/24	\$ 9,613.54	dwtpt
355236	9/19/2024	1511734	LIFE ASSIST, INC	CAVICIDE, MEGAMOVERS, EXAM GLOVES.	\$ 1,262.99	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355344	9/19/2024	157281	SUMMIT LAW GROUP, PLLC	SUMMIT LAW - POLICE NEGOTIATIONS	\$ 8,898.00	hr
355575	9/19/2024	2407-5	MAKERS ARCHITECTURE	ANACORTES CLIMATE ELEMENT - THROUGH AUGUST 31, 2024	\$ 20,179.03	plan
355446	9/19/2024	287334328849X0927202	AT&T MOBILITY	City Cell Phones 8/20-9/19/24	\$ 4,286.62	finance
355449	9/19/2024	287334328875X0927202	AT&T MOBILITY	City Cell Phones 8/20-9/19/24	\$ 8,100.21	finance
355181	9/19/2024	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 8/20-9/17/24	\$ 155.25	dwwtp
355347	9/19/2024	B18829449	SHI INTERNATIONAL CORP.	WTP SECURITY SYSTEM ITEMS-DOOR ACCESS KEYCARD READER	\$ 1,046.94	infosys
355112	9/19/2024	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; AUGUST 2024	\$ 345.00	apd
355245	9/19/2024	INV00489769	USA BLUE BOOK	ROSEMOUNT PH PROBE X 2	\$ 1,054.71	dwwtp
355337	9/20/2024	0053869	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,335.96	wdist
355335	9/20/2024	0055056	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 6,845.87	wdist
355590	9/20/2024	237098	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - LIBRARY	\$ 3,483.15	pw1
355568	9/20/2024	24-28118	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwwtp
355569	9/20/2024	24-28127	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH	\$ 133.00	dwwtp
355380	9/20/2024	630358340	UNITED STATES POSTAL SERVICE	USPS-ATOWN BULK MAILING POSTAGE FALL/WINTER 2024	\$ 3,091.39	finance
355588	9/20/2024	B18835856	SHI INTERNATIONAL CORP.	SOPHOS CENTRAL INTERCEPT X ANNUAL RENEWAL 9/3/24-9/2/25	\$ 13,072.97	infosys
355248	9/20/2024	PS-INV109997	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 752.90	dwwtp
355320	9/21/2024	00005W5A83384	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-21-24	\$ 12.49	apd
355234	9/21/2024	1644736	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.04 TN	\$ 27.00	dwwtp
355519	9/21/2024	289832	LAKESIDE INDUSTRIES, INC.	ASPHALT	\$ 5,982.93	dshop
355520	9/21/2024	290078	LAKESIDE INDUSTRIES, INC.	DUMP FEES	\$ 601.12	dshop
355375	9/21/2024	ReimbVarrelman	VARRELMAN, MARTIN	REIMBURSEMENT FOR TRANSFER STATION LOAD FEE	\$ 28.39	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355522	9/23/2024	0326533-IN	NELSON-REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID	\$ 740.28	dshop
355244	9/23/2024	040-0780-02	LETSON, SUSAN	UB Refund Cst #060516	\$ 142.98	finance
355594	9/23/2024	07-240996036	CUMMINS, INC.	WWTP PUMP STATION 15 GENERATOR REPLACEMENT PROJECT - GENERATOR PURCHASE	\$ 96,388.21	pw1
355242	9/23/2024	080-2060-01	LIEN, SUSAN	UB Refund Cst #040889	\$ 41.45	finance
355592	9/23/2024	10174	OSBORN CONSULTING, INC	STORMWATER MASTER PLAN UPDATE - THROUGH 8/31/24	\$ 55,826.07	pw1
355243	9/23/2024	130-1896-01	ZURN, GORDON	UB Refund Cst #042469	\$ 149.89	finance
355246	9/23/2024	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 8/20-9/17/24	\$ 23.34	medic
355593	9/23/2024	19124	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 9/20/24	\$ 4,625.39	pw1
355342	9/23/2024	21884	THE PLUMBING GUYS, INC	PARKS RESTROOM MAINTENANCE	\$ 264.38	parks1
355584	9/23/2024	769906	INTOXIMETERS, INC	BAC SUPPLIES	\$ 3,228.11	apd
355319	9/23/2024	9496-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A06166	\$ 169.73	apd
355327	9/23/2024	INV00492461	USA BLUE BOOK	TUBE ASSEMBLY X 2	\$ 201.51	dwtpt
355515	9/23/2024	LNW-114072	LITHTEX NW	LITHTEX NW - ATOWN MAGAZINE FALL WINTER 2024 PUBLICATION	\$ 23,043.86	executive
355249	9/23/2024	ReimbHamburg	HAMBURG, CORRIN	TRAVEL - NOVEMBER 16 & 21 FLIGHT FOR CH	\$ 451.20	dwwtpt
355707	9/23/2024	RHC_INV202300150 9100	ISLAND HOSPITAL	RURAL HEALTH CARE REIMBURSEMENT	\$ 4,904.91	fiber
355595	9/24/2024	07-240996129	CUMMINS, INC.	WWTP PUMP STATION 13 GENERATOR REPLACEMENT - GENERATOR PURCHASE	\$ 96,388.33	pw1
355318	9/24/2024	093-1100-02	JEONG, SANGHYUN	UB REFUND CST #057756 - TENANT AUTOPAY REFUND	\$ 112.59	finance
355374	9/24/2024	1	LAW OFFICE OF SCOTT G THOMAS	HEARING EXAMINER SERVICES - JOHNSON AND CALANDRA VS. CAMPBELL	\$ 2,900.00	plan
355521	9/24/2024	1729490	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 188.00	dshop
355376	9/24/2024	2024 ana	SKAGIT VALLEY YOUTH SOCCER	2024 COUNTY/STATE PLAYER/COACH FEES	\$ 1,150.00	pkrec
355604	9/25/2024	0002179448	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 110.42	medic
355381	9/25/2024	133229711	SOLENI, LLC	PLANT CHEMICALS - POLYMER	\$ 8,133.00	dwwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355518	9/25/2024	23783	INDUSTRIAL RESOURCES, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 968.71	wdist
355580	9/25/2024	48746	SKAGIT PUBLISHING LLC	PUBLISH AA-560825	\$ 52.78	publib
355581	9/25/2024	48747	SKAGIT PUBLISHING LLC	PUBLISH AA-561000	\$ 231.42	plan
355583	9/25/2024	48748	SKAGIT PUBLISHING LLC	PUBLISH AA-561010	\$ 170.52	plan
355516	9/25/2024	90154132	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,088.06	dwtp
355573	9/25/2024	MEI0042	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
355712	9/26/2024	19890	HOW IT WORKS, INC	CURATORIAL SUPPLIES	\$ 87.04	museum
355602	9/26/2024	241095	T-SHIRTS BY DESIGN	WORK UNIFORMS	\$ 871.49	dshop
355566	9/26/2024	906918	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,263.06	dwtp
355513	9/27/2024	051-3899-02	HEISE, EDANA	WASHING MACHINE REBATE - WATER CONSERVATION PROGRAM	\$ 50.00	dwtp
355701	9/27/2024	10890684	NAVIA BENEFIT SOLUTIONS, INC	SEPTEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 167.70	hr
355511	9/27/2024	144-3675-01	SCHUSTER, MICHAEL	LOW FLOW TOILET REBATE - WATER CONSERVATION PROGRAM	\$ 50.00	dwtp
355570	9/27/2024	24-28793	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
355571	9/27/2024	24-28796	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR 00932	\$ 38.00	dwtp
355572	9/27/2024	24-28806	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH 02200	\$ 95.00	dwtp
355512	9/27/2024	380-1100-01	KASTNER, MARCI & STUART	DISHWASHER REBATE - WATER CONSERVATION PROGRAM	\$ 50.00	dwtp
355514	9/27/2024	440-014-001	TOEDTE, KAREN	TOILET REBATE - WATER CONSERVATION PROGRAM	\$ 50.00	dwtp
355705	9/27/2024	9339116497	GRAYBAR ELECTRIC COMPANY, INC	HANDHOLES FOR FIBER	\$ 16,599.92	fiber
355517	9/27/2024	RefundPeterson	PETERSON, DAVID	WA PARK CAMPING REFUND	\$ 140.00	parks1
355585	9/28/2024	00005W5A83394	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-28-24	\$ 12.47	apd
355703	9/28/2024	93146	APS INC.	LABOR AND SUPPLIES POSTAGE MACHINE	\$ 569.02	finance
355715	9/30/2024	0924	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - SEPTEMBER 2024	\$ 1,050.00	pkrec
355567	9/30/2024	141-0970-00	BRAND, GARY	DISHWASHER REBATE - WATER CONSERVATION PROGRAM	\$ 50.00	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
355601	9/30/2024	24-185-WTR-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 88.30	pw1
355695	9/30/2024	498912	USA BLUE BOOK	ROSS PH STORAGE SOLUTION X 2	\$ 362.01	dwtp
355696	9/30/2024	499088	USA BLUE BOOK	ROSS PH STORAGE SOLUTION	\$ 117.99	dwtp
355711	9/30/2024	5229	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES	\$ 6,111.88	admsrv
355714	9/30/2024	IN958923	NOANET	BACKUP DEDICATED INTERNET ACCESS - SEPTEMBER 2024	\$ 300.00	fiber
355578	9/30/2024	Pay App 4	C JOHNSON CONSTRUCTION, INC	2024 WATERLINE REPLACEMENT PROJECT	\$ 276,597.44	pw1
355723	10/1/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	SEPTEMBER JAIL TAX PAYMENT PER CONTRACT	\$ 102,770.34	finance
355699	10/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	OCTOBER - UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
355708	10/1/2024	10624	PORT OF ANACORTES	MOORAGE FOR MARINE 29: OCTONER	\$ 312.37	medic
355721	10/1/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	SEPTEMBER AFFORDABLE HOUSING TAX PAYMENT	\$ 37,778.33	finance
355722	10/1/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	SEPTEMBER AFFORDABLE HOUSING TAX PAYMENT	\$ 37,778.33	finance
355706	10/1/2024	3280	OAB ENGINEERING, LLC	STA 3: OCTOBER NETWORK DATA SERVICE	\$ 150.00	medic
355717	10/1/2024	AFD 24	ISLAND HOSPITAL	SEPTEMBER AMBULANCE SUPPLIES	\$ 1,931.79	medic
355709	10/1/2024	October 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - OCTOBER 2024	\$ 5,000.00	plan
355718	10/1/2024	ReimbMcCunn	MCCUNN, MIKE	REIMBURSEMENT FOR ANTIQUE ENGINE (#208) FUEL	\$ 29.86	medic
355607	10/1/2024	SEPT 24	THE LAW OFFICE OF	PROSECUTION SERVICES - SEPT	\$ 8,500.00	attorney
355608	10/1/2024	SEPT CC	THE LAW OFFICE OF	PROSECUTION SERVICES - SEPT CC	\$ 1,210.00	attorney
	Total				\$ 1,182,518.42	



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 5.c.
2024

Agenda Item Title: Special Event Application: Elves Night Out - Anacortes Downtown Alliance

Staff Contact(s): Stephanie Snyder

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

Item Summary: No Street Closure; Event for Shopping in Anacortes Sponsored by Anacortes Downtown Alliance on November 23, 2024

Budget Impact:
\$2850 in Lodging Tax funds as approved in 2024 LTAC Resolution 3143

Previous Action: Successful event for local businesses in 2023

Recommended Motion: Approve

Alternative Actions: Modify or Disapprove

Attachments (listed in order presented):

1. Elves Night Out 11.23.2024



Special Event Application Processing

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

9/10/2024

Event Name *

Elves Night Out

Event Type

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

shopping event

Applicant/Organization Name *

Anacortes Downtown Alliance

Mailing Address *

P.O. Box 7803, Anacortes

Event Contact Person *

Cathy Enns

Event Contact Email *

cathy.enns@gmail.com

Event Contact Phone *

805-441-5676

Event Website

downtownanacortesalliance.com

Estimated Number of Participants/Attendees *
500

Event Description *
This is a kick off for the holiday shopping season with the goal of enticing residents to come downtown and shop local

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 *
11/23/2024

Time Event Starts *
4:00:00 PM

Date Event Ends *
11/23/2024

Time Event Ends *
7:00:00 PM

Date Street Closure Starts *
Include requested closures before and after the event hours if required for set up and tear down.
11/23/2024

Time Street Closure Starts *
12:00:00 AM

Date Street Closure Ends *
11/23/2024

Time Street Closure Ends *
12:00:00 AM

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

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

Event Map (optional) Upload one or more maps of the event	Indemnification Agreement * Upload scan of SIGNED indemnification agreement indemnification 2024.pdf 208.61KB
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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

Cathleen B Enns

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event
10/7/2024

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation
9/30/2024

Administrator comments and conditions of approval

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

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.



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 5.d.
2024

Agenda Item Title: Contract Award: WWTP Nutrient Reduction Improvement Project
- Aeration Basin Equipment #22-095-SEW-002

Staff Contact(s): Andrew Rheume, Brian Walker

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$66,030.72 to Whitney Equipment Company, Inc to perform the WWTP Nutrient Reduction Improvement Project - Aeration Basin Equipment. The Nutrient General Permit issued December 1st of 2021 requires the City of Anacortes WWTP to engage in plant optimization efforts for nutrient removal. The instillation of these probes are critical to these efforts and permit compliance.

Background:

1. **History:** The Nutrient General Permit issued December 1st of 2021 requires the City of Anacortes WWTP to engage in plant optimization efforts for nutrient removal. Since then the Anacortes WWTP has worked diligently with limited process data to optimize the current plant process. Optimization efforts are limited due to a lack of process data availability.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$66,030.72.
 - The Contractor shall complete the work by December 31, 2024.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Whitney Equipment Company, Inc.

Budget Impact:

Contractor	Whitney Equipment Company, Inc
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Contract Amount	\$66,030.72
Earmarked Funds	\$100,000.00
BARS #	440.750.594.35.64
Budget Amendment Required?	No
Start Date	Execution
End Date	12/31/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-095-SEW-002 with Whitney Equipment Company, Inc in the amount of \$66,030.72 to perform the WWTP Nutrient Reduction Improvement Project - Aeration Basin Equipment.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 22-095-SEW-002



CONTRACT #22-095-SEW-002
AGREEMENT WITH
WHITNEY EQUIPMENT COMPANY, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Whitney Equipment Company, Inc, a private contractor at 16120 Woodinville-Redmond Road NE, Suite 3, Woodinville, WA 98072 (herein after referred to as "Contractor").

PROJECT
**WWTP NUTRIENT REDUCTION IMPROVEMENT PROJECT –
AERATION BASIN EQUIPMENT**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to provide and install aeration basin equipment for the Nutrient Reduction Improvement Project at the Anacortes Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221, as detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Sixty-Six Thousand Thirty Dollars and Seventy-Two Cents (\$66,030.72)**, which includes \$5,340.72 sales tax at an 8.8% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by December 31, 2024.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Corrin Hamburg (360) 299-1503.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with **Additional Insured Endorsements**; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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.

Owner:

City of Anacortes

Date

Contractor:

Whitney Equipment Company, Inc

Date

Contractor License #

EXHIBIT A

Quote # : **42309 - 2**Quote name : Anacortes WWTP Aeration
Basin YSI Equipment

Customer name : Anacortes WWTP

Salespersons name : Brad Vande Vusse

SCOPE OF SUPPLY

Corrin, below is a quote for the swing mounts you requested.

Quantity	Product / Description	Price per Unit	Total Price
8 each	109281Y YSI chain pole mount for dual sensor holder Vario pipe mounting stand for mounting a EH/F 170 swing or EH/P 170 pendulum assembly directly to a vertical or horizontal rail.	\$705.00	\$5,640.00
8 each	109272Y Swing mount assembly SensoClean Swing mounting assembly, boom length 1.5 m	\$215.00	\$1,720.00
8 each	109323Y Twin sensor holder	\$185.00	\$1,480.00
4 each	107 066YK YSI Varion probe VARiON Plus probe, includes reference electrode, & electrodes for Ammonium, Nitrate & Potassium	\$7,755.00	\$31,020.00
1 each	470026Y YSI 2020/MC3 Controller System 2020 3G - 20 Channel Terminal/Controller with MIQ/MC3 Controller with Ethernet interface (Modbus TCP, Ethernet/IP, PROFINET), MIQ/PS wide range power supply, 5 available IQ Sensor Net Connections	\$4,740.00	\$4,740.00
1 each	480015Y MC3 ethernet output Ethernet output module for existing 2020 controller.	\$1,770.00	\$1,770.00
1 each	109295Y Sunshield IQ Sun Shield, Plastic, for 2020 controller	\$155.00	\$155.00
1 each	109286Y Sunshield rail mounting Kit	\$125.00	\$125.00
8 each	480042Y IQ Sensor connection cables Sensor Connection cable, IQ, 7 m, 22.9 ft	\$155.00	\$1,240.00
4 each	201650Y YSI DO probes Optical DO probe for IQ System, 0-20.00 mg/l	\$2,000.00	\$8,000.00
2 each	Start-up assistance Start-up assistance by WECI not to exceed 2 days.	\$2,200.00	\$4,400.00

Sub-Total: \$60,290.00



Quote # : **42309 - 2**
Quote name : Anacortes WWTP Aeration
Basin YSI Equipment
Customer name : Anacortes WWTP
Salespersons name : Brad Vande Vusse

Freight Estimate: \$400.00

TOTAL: \$60,690.00

Lead Times: 6-8 weeks ARO

**Freight Terms: FOB Destination Freight Prepaid and added to
Invoice**

Sales tax is not included unless specified.

Sincerely,
Brad Vande Vusse, Municipal Sales (Western/Southern WA)

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Shipping/Delivery. For any goods to be shipped to the City, the Contractor shall:

- a. Ship items as Freight-On-Board (FOB) Destination, Freight Prepaid. Timely delivery is of the essence to this Contract.
- b. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- c. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- d. Be liable for all risks for the item(s) until accepted by the City. The Contractor is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Contractor's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Contractor receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

3. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens

filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

4. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

5. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

6. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

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

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

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

8. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the

Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

9. Chemical Hazard Safety

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

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

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

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

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

14. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that:

1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

15. Inspection.

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

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

16. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

17. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

18. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

19. Insurance.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles when any motor vehicles are used in connection with work to be performed. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident 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, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

Verification of coverage shall include:

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

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

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

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

20. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These

General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

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

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

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

24. 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.

25. The City's Right to Terminate Agreement.

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

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

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

27. 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.

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

29. Disputes

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

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

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

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

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

31. 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.

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

33. 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.

34. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

35. 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

CONTRACTOR:

Whitney Equipment Company, Inc
Brad Vande Vusse
16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072
brad@weci.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 6.a.
2024

Agenda Item Title: Public Hearing on 2025 Budgeted Revenue Sources

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Public Hearing
STEVE HOGLUND	

Item Summary: RCW 84.55.120 requires any taxing district other than the State to hold a public hearing on revenue sources for the following year's budget, which also must include consideration of possible property tax increases. The property tax revenues included in the 2025 budget consist of the current year's actual levy of \$8,405,509, plus a 1% increase which is dependent on council approval by ordinance later in the budget season of \$84,055, and an additional estimated \$55,000 in new assessments added to the tax rolls from new construction, for a total estimated 2025 property tax levy of \$8,544,564.

Budget Impact:
\$84,055

Previous Action: NA

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

1. Budget overview to Council
2. Ord 4090 2025 1% Property Tax Increase

Tax Revenues

- The City's 3 largest tax revenue streams:
 - Property Tax - 1% increase assumed
 - Sales Tax - decreasing trend for 2nd consecutive year
 - Utility Tax - decreasing / flat trend
- These 3 revenue streams year to year make up roughly 75% of the City's annual tax collections

Property Tax

- ◆ 2024 is the first year of the increased millage to support the Public Safety Prop 1 voter initiative.
- ◆ The 2025 property tax revenue stream assumes Council authorizes a 1% increase over the current tax levy.
- ◆ 2025 Levy also assumes 55,000 in new construction added to the tax rolls (2023 was 69,561).

	Assessment	Assessment Growth	Actual levy	Levy Growth	Levy Growth	Millage
2025 estimated levy:			8,544,564	139,055		
2024 actual levy:	6,257,125,354	8.7%	8,405,509	2,757,475	48.8%	1.34
2023 actual levy:	5,758,266,074	21.0%	5,648,034	124,793	2.3%	0.98
2022 actual levy:	4,758,505,751	12.9%	5,523,241	137,561	2.6%	1.16
2021 actual levy:	4,213,585,262	5.7%	5,385,680	89,227	1.7%	1.28

Property Tax Impact

- ◆ City property tax impact to individual tax payer
- ◆ Millage is a product of City Levy divided by total city assessed value.
- ◆ Millage multiplied against home assessed value (in thousands) is gives the amount of tax owed.
- ◆ A home assessed at 750,000 would pay \$1007 in City property tax, and a 1% increase of that is \$10.08 per year.

COST OF 1% PROPERTY TAX INCREASE

Citywide Proeprty Assessments (2024):	6,257,125,354
Citywide Assessment in thousands:	6,257,125
Current Property Tax Levy:	8,405,509
Millage (levy / total assessments in 000's)	1.3433
Residential Assessment	750,000
Assessment expressed in thousands:	750
City Levy for average assessment (= 750 X 1.3433):	1,007.51
1% increase:	10.08
Monthly Impact:	0.84

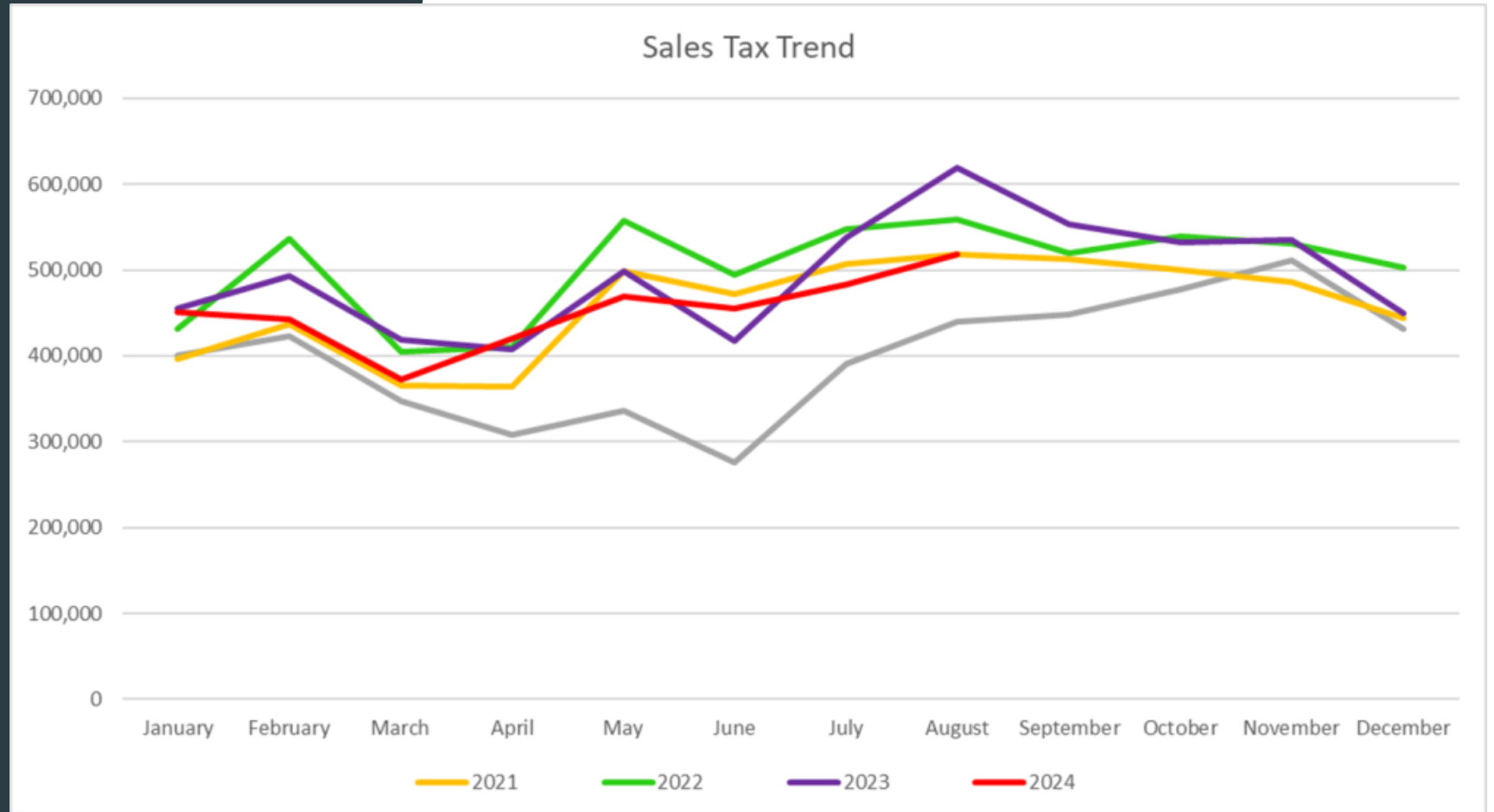
FULL PROPERTY TAX, AVERAGE ASSESSMENT

Citywide Assessment (2023 for 2024 taxes payable):		6,257,125,354	
Average Residential Assessment		750,000	
	Tax Rate	Tax Amount	% of Total
MEDIC 1 SERVICES	0.3027	\$227.03	4%
FIDALGO PARK & RECREATION DISTRICT	0.0945	\$70.88	1%
SKAGIT COUNTY	0.9415	\$706.13	12%
ANACORTES	1.3434	\$1,007.55	18%
PORT DISTRICT 1	0.1588	\$119.10	2%
HOSPITAL DISTRICT 2	0.6258	\$469.35	8%
CONSERVATION FUTURES FUND	0.0319	\$23.93	0%
STATE LEVY	2.3012	\$1,725.90	31%
SCHOOL DISTRICT 103	1.7362	\$1,302.15	23%
TOTAL TAXES	7.5360	5,652.00	100%
SKAGIT CONSERVATION DISTRICT		5.00	
GRAND TOTAL DUE		5,657.00	

City Levy:	\$1,007.55
1% Increase:	10.08

Sales Tax

- ◆ Sales tax has been decreasing in most areas of spending the past 2 years.
- ◆ FY 2023 was 1.9% less than 2022.
- ◆ YTD 2024 sales tax is 6.1% less than the same period 2023.



Major spending categories that we see decreases in include online sales, residential and commercial construction, as well as vehicle and boat sales.

Sales Tax

- ◆ 2023 and 2024 receipts have both decreased compared to PY.
- ◆ Jan-Aug in 2023 was down 2.4% compared to PY; 2023 ended the year down 1.9%.

	2019	2020	2021	2022	2023	2024
January	420,175	400,099	396,463	430,965	454,978	451,111
February	421,673	423,337	437,146	536,144	493,366	442,620
March	353,636	346,823	365,464	404,203	418,439	372,440
April	287,158	307,729	364,730	410,901	407,381	419,899
May	422,952	335,461	498,122	557,907	499,200	468,600
June	369,676	275,574	471,508	493,751	417,866	455,785
July	437,794	391,368	507,387	547,968	538,024	483,052
August	454,723	439,209	518,037	559,209	618,620	517,895
September	429,701	447,841	513,138	519,441	552,843	
October	472,714	477,759	500,010	539,090	532,029	
November	458,568	510,712	486,642	531,069	534,649	
December	412,861	431,157	444,329	502,643	450,070	
Total	4,941,631	4,787,068	5,502,976	6,033,290	5,917,465	3,611,402
Jan - Aug History:	3,167,786	2,919,599	3,558,857	3,941,047	3,847,874	3,611,402
YTD Change from prior year	-4.6%	-7.8%	21.9%	10.7%	-2.4%	-6.1%

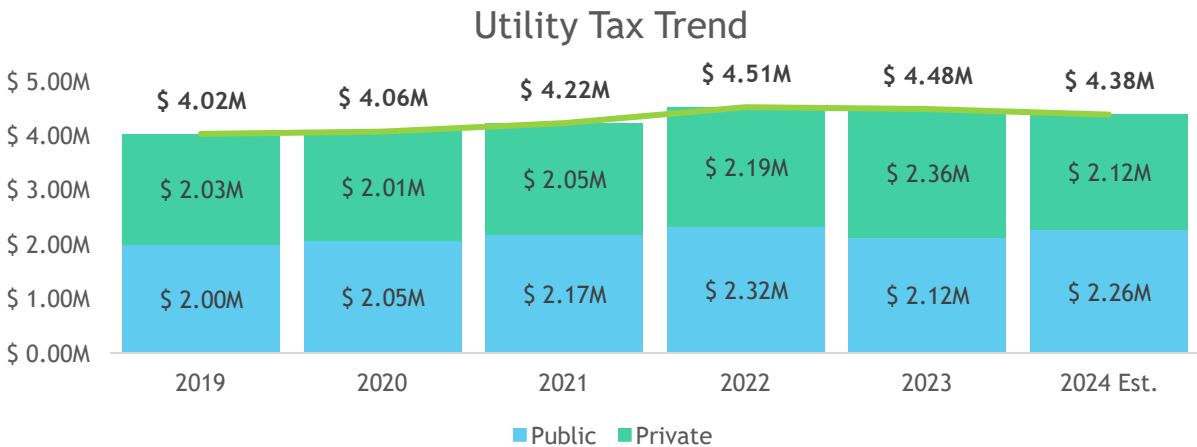
Sales Tax Projection

- ◆ Based on historical sales tax collections as of August the City has typically collected 65% of the years total.
- ◆ This projects a year end total of 5,555,464.
- ◆ This is a \$362,001 decrease in revenue from 2023.
- ◆ We will use this as the 2025 budgeted sales tax expectation.
- ◆ This is based on the expectation the coming rate cuts will slow the decrease in sales tax revenues.

	Ave %	2024	Ave %
Jan	7.7%	451,111	7.3%
Feb	16.0%	442,620	15.7%
Mar	23.1%	372,440	22.5%
Apr	30.0%	419,899	29.3%
May	38.4%	468,600	38.2%
Jun	45.5%	455,785	46.2%
Jul	54.6%	483,052	55.3%
Aug	65.0%	517,895	65.0%
Sep	74.4%		
Oct	83.4%		
Nov	92.4%		
Dec	100.0%		
		3,611,402	
		5,555,464	Projected 2024
		5,917,465	2023 Actuals
		(362,001)	Change

Utility Tax

- ◆ Made up of tax charged on Private utilities: Natural gas, electricity, phone service, cable TV service.
- ◆ Natural gas and electricity costs are starting to decrease, causing Private Utility tax to decrease.
- ◆ Public Utility tax is increasing following increased revenues from larger customer base and CPI adjustment to rates.
- ◆ 2025 Projections set at 6.5% increase of Public.
- ◆ Set to equivalent/flat to 2024 projection.



Utility Tax				
	Public	Pub %	Private	Priv %
Jan	183,571	8.2%	235,764	10.3%
Feb	176,351	15.9%	256,648	19.8%
Mar	182,958	24.1%	236,223	30.4%
Apr	187,542	32.3%	246,521	41.0%
May	191,403	40.7%	200,621	49.7%
Jun	181,051	49.0%	178,181	57.1%
Jul	202,169	57.7%	147,933	64.3%
Aug			156,787	
Sep				
Oct				
Nov				
Dec				
	1,305,044		1,501,892	
July Collection:	1,305,044		1,501,892	
Projection:	2,261,533		2,115,033	
106.5% of Projection	2,408,533		2,115,033	100% of Projection

Shared Revenues

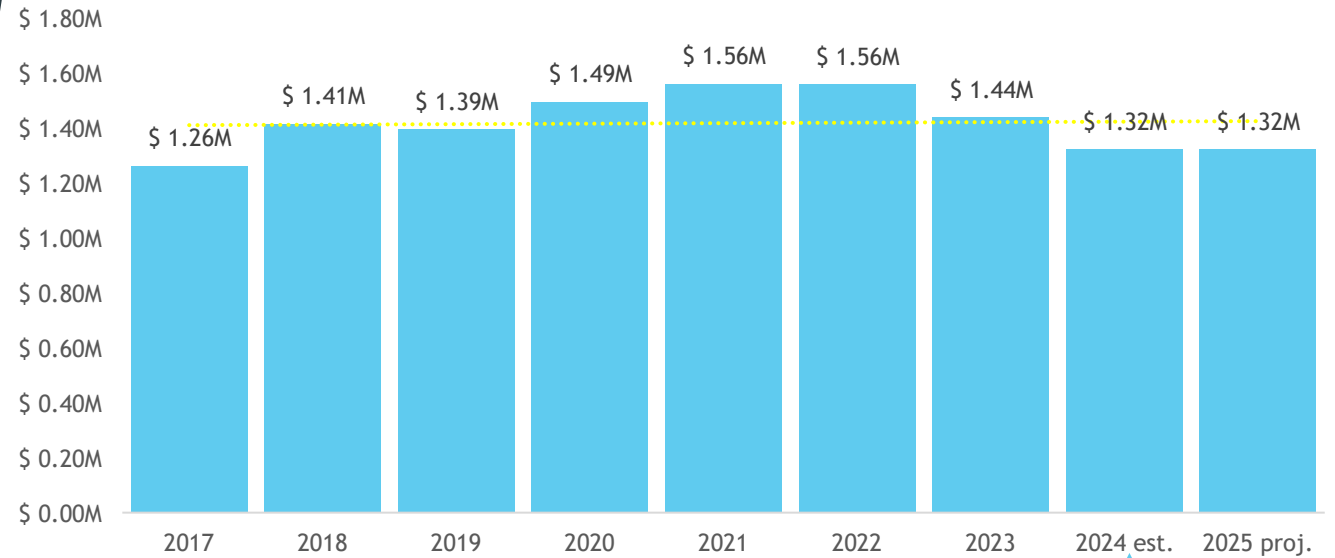
- ◆ MRSC publishes a Shared Revenue Calculator each year that projects each City's shared revenues.
- ◆ The Liquor and Criminal Justice revenues go into the General fund.
- ◆ Motor Vehicle Fuel Tax (MVFT) and Multimodal go into the Road Maintenance Fund.
- ◆ 2025 projections are roughly equivalent to what is projected for 2024.

2025 State Shared Revenue Estimator		
Select Jurisdiction	2025 Per Capita Estimates for Cities	
Anacortes	Liquor Profits	\$7.37
	Liquor Excise	\$6.56
	Criminal Justice - Population	\$0.40
	Criminal Justice - Special Programs	\$1.40
	Gas Tax (MVFT)	\$17.07
	Increased MVFT	\$1.11
	Multi-Modal Distribution	\$1.27
2024 Population:	18,270	
Estimated Distributions (per capita revenues only)		
Liquor Profits	\$134,650	
Liquor Excise	\$119,851	
Criminal Justice - Population	\$7,308	
Criminal Justice - Special Programs	\$25,578	
Gas Tax (MVFT)	\$311,869	
Increased MVFT	\$20,280	
Multi-Modal Distribution	\$23,203	

2024 Budget	2024 2Q
136,051	68,017
119,851	61,638
308,502	157,844

REET Revenues

- ◆ Real Estate Excise Tax (REET) authorized in RCW 82.46, and collected on the sale of an existing home.
- ◆ Authorized in RCW 82.46, there are two (2) ¼ percents that are collected on the home sale price.
- ◆ 2023 REET revenues declined by 8% from 2022, and YTD 2024 is down 14.4% compared to same period 2023.
- ◆ While the number of sales has grown compared to PY, the revenue has declined indicating lower sale price per unit.
- ◆ Based on Fed interest rate reduction, REET collection is expected to stop declining.
- ◆ 2025 set at 2024 YE projection.



2024 through
August - \$857k

Other Revenues

- ◆ Building revenues - much of current year slowdown is due to backlog of projects in process.
 - ◆ Based on catchup and actual activity at the Building counter, Building department expects to see 5% over 2023 levels in 2025.
- ◆ Fiber - continued growth with increased user base.
 - ◆ Fiber department provided estimated revenues based on expected buildout.
- ◆ Franchise Fees - 5% charged on cable TV gross revenues, continue to decline.
 - ◆ 2024 Projected is what we are using for 2025 budget.

Building

	2020	2021	2022	2023	2024	2025
Single family	39	46	39	16	9	
Comm / Multi Fam	4	10	9	5	3	
Cottage / ADU		0			16	
Total Permits	43	56	48	21	28	
Permit Rev Jan - Aug	\$ 393,813	\$ 473,045	\$ 481,458	\$ 239,763	\$ 212,111	
Annual Revenue	\$ 668,460	\$ 875,589	\$ 727,025	\$ 417,160		\$ 438,018

Fiber

Description	Actuals 2022	Actuals 2023	August 2024	2025
Fiber Internet Services	1,019,082	1,415,937.36	1,122,393	2,192,276
Dark Fiber Leases	21,275	22,200.00	18,901	38,850
Ethernet Circuit Lease	1,548	2,598.70	4,000	6,000
Ethernet Circuit Lease - Burlington	5,202	5,401.50	4,000	6,000
Fiber Installation/Repair Services	87,996	64,991.09	46,354	56,984

Franchise Fees

Description	Actuals 2022	Actuals 2023	August 2024	2025
Franchise fees	268,078	253,535	166,324	249,486

ORDINANCE NO. 4090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANACORTES,
SETTING THE CITY'S YEAR 2025 PROPERTY TAX REGULAR LEVY INCREASE

WHEREAS, the City Council of the City of Anacortes attest that the population of the City of Anacortes is more than ten thousand; and

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes; and

WHEREAS, pursuant to RCW 84.55.120 the City Council has properly given notice of the public hearing held November 12, 2024, to consider the City's current expense budget for the 2022 calendar year, including a 1% property tax increase, and

WHEREAS, the after hearing and after duly considering all relevant evidence and testimony presented, the City Council has determined that the City of Anacortes requires an increase in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property and any increase in value of state-assessed property, in order to discharge the expected expenses and obligations of the City, and

WHEREAS, RCW 84.55.120 requires that the increase in the property tax levy over the prior year be stated both as to dollars and percentage.

NOW THEREFORE, the City of Anacortes does ordain:

Section 1: the City Council of the City of Anacortes does hereby fix and establish a regular property tax levy increase for 2025 in the amount of \$84,055, which is a percentage increase of one percent (1%) from the previous year.

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

ADOPTED, at the regular meeting of the City Council of the City of Anacortes, this 18th day of November 2024, by a majority of the members.

City of Anacortes, Washington

BY:

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 7.a.
2024

Agenda Item Title: Resolution 3167: Lodging Tax Funding Recommendations for 2025

Staff Contact(s): John Coleman, Stephanie Snyder

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

Item Summary: Lodging Tax Funding Recommendations 2025. See attached memo for complete item summary.

Budget Impact:

\$307,800

Previous Action: None

Recommended Motion: I make a motion to approve Resolution 3167 for the 2025 Tourism Promotion Funding Grants as recommended by the Lodging Tax Committee.

Alternative Actions: I request the Lodging Tax Committee to review and reconsider potential award changes for the following applicants: (name applicants here)

Attachments (listed in order presented):

1. LTAC 2025 Recommendations memo 10-7-24
2. Resolution 3167 - 2025 LTAC Awards
3. 2025 and Historical Awards - Background Data
4. 2013-Current VIC stats

Memorandum



To: City Council
From: Ryan Walters, LTAC Chair
Date: October 2, 2024
Re: LTAC Recommendations for 2025 Awards

The Lodging Tax Advisory Committee (“LTAC”) is pleased to transmit its attached recommendations for 2025 awards for lodging tax funding. LTAC met for more than four hours in two separate meetings to consider the applications, meet with the applicants, and discuss the future Port/City event facility.

New Applications

For this funding cycle, LTAC revised the funding application both to simplify it and collect more usable information. We also converted it from a paper/PDF form into a Laserfiche form. All forms are submitted and stored in Laserfiche and are available for anyone to view on the City’s document portal [here](#) (or at docs.cityofanacortes.org).

Required Recommendation Data

Anacortes Municipal Code 2.48.050 requires LTAC to include the following data in its recommendation for each proposal:

1. **An analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism in Anacortes.** The attached spreadsheet includes the applicant’s projections about the number of visitors (from 50 or more miles away) for the activity. (Note that the statute does not limit awards to only those activities that generate overnight stays.) We will be working over the next year to evolve the lodging tax application further to obtain better and more accurate and justified information for future funding rounds.
2. **The extent to which the recommended funding amount will affect the long-term stability of the lodging tax fund.** The Finance Department projects \$600,000 in lodging tax revenue for 2025. Our existing policy is to reserve 25% of that amount for a future capital project (e.g., an event facility), leaving approximately \$450,000 available for annual allocations. The sum of all recommended 2025 awards is \$307,800. See discussion below regarding the proposed future event facility.
3. **A calculation of the ratio of the recommended funding amount to the number of tourists that are estimated to be attracted to Anacortes.** We included in the attached spreadsheet a ratio of number of dollars spent to achieve the projected number of tourists (lower values are better).
4. **Evaluation of the consistency of the application with the statutory requirements.** With the exceptions noted below, we believe each of the recommended awards comply with the statutory requirements.
5. **History of the applicant’s past compliance with requirements to report on the actual tourism generated.** Staff confirm that each of the recommended applicants has historically complied with the City’s reporting requirements.

Event Facility

Notably, the City is working with the Port to fund and construct a new \$10 million waterfront event facility to open at the end of 2026. This venue will be able to host many of the events that receive lodging tax funding, as well as other major community events and private events (such as weddings, which generate lodging nights and other tourism related dollars).

The City’s plan is to fund construction of this facility from lodging tax funds. Assuming grants and value engineering make up some of that funding, we anticipate the need to fund at least \$8M of the total from lodging tax. If we spend \$1.5M from lodging tax fund balance and bond \$6.5M at 4% with

a 30-year term, our annual payment starting in 2026 would be \$375,000, leaving \$225,000 available for annual spend in the near term. (We anticipate a new waterfront hotel, to be built concomitant with the event facility, to likely increase annual lodging tax revenues by up to \$175,000.) Although final design, council design, and financial calculations have not been made, LTAC decided to significantly reduce its recommended lodging tax amounts for 2025 to many applicants from their historical levels. We recognize that we will need to reduce that amount further for 2026, when the first payment on a future bond would be due. This fall, LTAC will also be asked to consider funding the approximately \$50,000 the City has already incurred for conceptual design with the Port for the event facility, as well as the next phase of design work if the City and Port agree on an interlocal agreement to finish design and construct the facility.

Chamber of Commerce Requests

The Anacortes Chamber of Commerce submitted timely requests for 2025 lodging tax for:

- approximately \$66,000 a [variety of programs](#) including about \$21,000 for the Visitor Information Center, \$7,400 for the restrooms, \$21,000 for the Coastal Christmas celebration, and \$13,000 for downtown beautification; and
- approximately \$183,000 for their [marketing program](#).

Notably LTAC did NOT recommend funding the Chamber's downtown beautification expenses because they are not allowed expenses under the lodging tax statute. Of the remainder of their \$66,000 request, we recommended funding \$30,000. We recommended funding the Chamber's marketing program in the amount of \$125,000. We recognize that the Chamber, as well as other local non-profits, will need to seek creative solutions to their funding gaps.

The chamber director indicated during our September 23 meeting that the Chamber will be seeking additional funding in the neighborhood of \$35,000 for tent rentals for their spring wine and fall beer events in 2025. The committee did not act on those requests because it had not received those applications. We have asked the Chamber to submit applications as soon as possible to be considered for 2025 funding, and Council should anticipate receiving an LTAC recommendation.

Other 2025 Recommendations

LTAC generally recommended lower awards than historical averages, each of which are listed in the attached spreadsheet. This year, we considered event revenues as well as expenses in determining awards. Notably, LTAC recommended:

- That the Oyster Run's award be processed as a payment from the City to itself to cover police and fire overtime, to lower administrative overhead, after the Oyster Run provides required tourism reporting data.
- That the City fireworks show be funded in the amount of \$15,000, higher than previous years, because in 2025 the Fourth of July will be on a Friday and we expect better attendance.
- That the Port submit a consolidated request for all of its summer concerts in the future, without a separate request for its Fourth of July concert ("Rock the Dock"). In lieu of cutting any funding, we maintained funding for the concert series at its historical amount, but did not separately fund the Fourth of July concert.
- That no funding be allocated for Race Week, which has historically received \$25,000. Race Week is the only for-profit organization that has received lodging tax awards. While non-profit status is not required by statute, the committee felt that a for-profit organization should not receive taxpayer funding.
- That the Downtown Anacortes Alliance events be funded at lower levels. While we believe those events are fantastic and great values, we reduced awards in recognition of the \$45,000 general revenue contract that the City now has with DAA.

Council Action

Per state law and AMC 2.48.060, City Council may take action to approve the awards from the list of recommended recipients in the amounts recommended. The City Council may not authorize an allocation to an entity that was not recommended for funding by LTAC. If the City Council desires to authorize an allocation different from the amount recommended by LTAC, it may do so after providing LTAC up to 45 days to comment on the revised allocation.

RESOLUTION NO. 3167

A RESOLUTION AUTHORIZING EXECUTION OF TOURISM PROMOTION FUND CONTRACTS BY AND BETWEEN THE CITY OF ANACORTES AND RECIPIENT AGENCIES

WHEREAS, the local lodging tax advisory committee selected candidates from the applicants applying for use of revenues as authorized in RCW 67.28.180, and

WHEREAS, the below listed agencies have been selected by the City through a competitive selection process to undertake a total of 29 projects designed to advertise, publicize, or distribute information or undertake activities specifically authorized by RCW 67.28.1816 for the purpose of attracting visitors to the City of Anacortes; and

WHEREAS, the municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee as authorized in RCW 67.28.1816.

WHEREAS, the City of Anacortes wishes to contract with these agencies for the provision of these services and is willing to provide certain monies to these agencies, which monies have been collected or will be collected as part of the Motel/Hotel Tax;

NOW, THEREFORE IT IS HEREBY RESOLVED BY THE ANACORTES CITY COUNCIL to authorize the distribution of tourism promotion funds to the following listed agencies, as the official act and deed of the City of Anacortes:

	Project	Entity	2025 Requested	2025 Recommended Award
1	98221 Studio Tour	Anacortes Arts Foundation	\$7,000.00	\$3,500.00
2	ACFL Educational Hikes/Trail Ambassador	Friends of ACFL	\$8,000.00	\$5,000.00
3	AMP	Anacortes Music Project	\$10,500.00	\$10,000.00
4	Art Center at Buxtons	Anacortes Arts Festival	\$25,000.00	\$20,000.00
5	Children's Museum Marketing	Children's Museum of Skagit County	\$2,500.00	\$0.00
6	Creative District	Anacortes Arts Festival	\$25,000.00	\$15,000.00
7	Earth Day	Downtown Anacortes Alliance	\$3,000.00	\$2,500.00

8	Elves Night Out	Downtown Anacortes Alliance	\$2,000.00	\$1,500.00
9	Farmers Market	Anacortes Farmers Market	\$15,000.00	\$7,500.00
10	Fireworks	COA Parks	\$35,000.00	\$15,000.00
11	Lady Washington Visits Anacortes	Grays Harbor Historical Seaport Authority	\$5,000.00	\$2,500.00
12	Lincoln Theatre Marketing to Olympic Peninsula	Lincoln Theatre Center Foundation	\$8,000.00	\$0.00
13	Majestic Car Show (Waterfront Festival)	Magestic Glass Car Show	\$1,800.00	\$1,800.00
14	Mini Renaissance Faire	WA Shakespeare Festival	\$1,000.00	\$0.00
15	Orcas Island Literature Fest	Orcas Island Lit Fest	\$10,329.00	\$0.00
16	Oyster Run	Oyster Run	\$15,000.00	\$10,000.00
17	Race Week	Race Week LLC	\$25,000.00	\$0.00
18	Restroom Maintenance	COA Parks	\$40,000.00	\$30,000.00
19	Rock the Dock	Port of Anacortes	\$4,000.00	\$0.00
20	Seafarers Cup/Sailing Regattas	Anacortes Waterfront Alliance	\$4,000.00	\$3,000.00
21	Shipwreck Day	Fidalgo Rotary	\$4,000.00	\$3,500.00
22	Skagit Community Band Concerts at Brodniak	Skagit Community Band	\$1,000.00	\$0.00

23	Skagit Valley Tulip Festival	Skagit Valley Tulip Festival	\$13,000.00	\$10,000.00
24	Summer Concert Series	Port of Anacortes	\$8,000.00	\$8,000.00
25	Experience Anacortes Tourism Marketing	Anacortes Chamber of Commerce	\$183,304.80	\$125,000.00
26	Museum Marketing	COA Museum Foundation	\$6,200.00	\$3,000.00
27	Visitors Information Center	Anacortes Chamber of Commerce	\$66,134.92	\$30,000.00
28	Whale of a Sale	Downtown Anacortes Alliance	\$1,500.00	\$1,000.00
29	Wonderland Walk at Washington Park	COA Parks	\$5,000.00	\$0.00
	TOTALS		\$535,268.72	\$307,800.00

PASSED and **APPROVED** on this 7th day of October, 2024.

CITY OF ANACORTES

By _____
Matt Miller, Mayor

ATTEST:

Steven Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney

Historical Lodging Tax Requests (R) and Awards (A) including 2025 Recommendations

Project	Entity	2021R	2021A	2022R	2022A	2023R	2023A	2024R	2024A	2025R	Visitors from > 50 mi	Ratio	2025A
98221 Studio Tour	AAC	7,000	7,000	6,000	7,000	6,000	6,000	7,000	6,000	7,000	300	23	3,500
ACFL Educational Hikes/Trail Ambassador	Friends of ACFL	-	-	-	-	15,000	7,500	10,000	7,500	8,000	-	No Data	5,000
AMP	AMP	10,500	10,500	75,000	10,500	27,175	16,575	22,000	16,575	10,500	250	42	10,000
Art Center at Buxtons	AAF	-	-	-	-	-	-	27,500	20,000	25,000	5,000	5	20,000
Children's Museum Marketing	Children's Museum of Skagit County									2,500	34,682	0	-
Creative District	AAF	6,500	6,500	-	-	8,000	8,000	25,000	25,000	25,000	48,000	1	15,000
Earth Day	DAA									3,000	300	10	2,500
Elves Night Out	DAA	-	-	-	-	-	-	2,000	2,000	2,000	50	40	1,500
Farmers Market	Anacortes Farmers Market	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	15,000	13,300	1	7,500
Fireworks	COA Parks	10,000	10,000	15,000	10,000	45,000	10,000	20,000	10,000	35,000	2,000	18	15,000
Lady Washington Visits Anacortes	Grays Harbor Historical Seaport Authority									5,000	363	14	2,500
Lincoln Theatre Marketing to Olympic Peninsula	Lincoln Theatre Center Foundation									8,000	170	47	-
Majestic Car Show (Waterfront Festival)	Magestic Glass Car Show	1,300	1,300			1,800	1,800	1,800	1,800	1,800	75	24	1,800
Mini Renaissance Faire	WA Shakespeare Festival									1,000	-	No Data	-
Orcas Island Literature Fest	Orcase Island Lit Fest									10,329	109	95	-
Oyster Run	Oyster Run	-	-	-	-	15,000	10,000	15,000	10,000	15,000	15,000	1	10,000
Race Week	Race Week LLC	25,000	25,000	25,000	25,000	25,000	25,000	35,000	25,000	25,000	1,026	24	-
Restroom Maintenance	COA Parks	30,000	30,000	30,000	30,000	35,000	35,000	35,000	35,000	40,000	60,000	1	30,000
Rock the Dock	Port	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	1,000	4	-
Seafarers Cup/Sailing Regattas	AWA	-	-	-	-	2,000	2,000	4,500	3,000	4,000	200	20	3,000
Shipwreck Day	Fidalgo Rotary	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	3,600	1	3,500

Historical Lodging Tax Requests (R) and Awards (A) including 2025 Recommendations

Project	Entity	2021R	2021A	2022R	2022A	2023R	2023A	2024R	2024A	2025R	Visitors from > 50 mi	Ratio	2025A
Skagit Community Band Concerts at Brodniak	Skagit Community Band									1,000	140	7	-
Skagit Valley Tulip Festival	Tulip Festival	2,400	2,400	2,400	2,400	3,500	2,400	12,500	10,000	13,000	423,900	0	10,000
Summer Concert Series	Port	8,000	8,000	10,000	8,000	10,000	8,000	8,000	8,000	8,000	1,500	5	8,000
Experience Anacortes Tourism Marketing	Chamber	181,355	181,355		219,817	223,118	223,118	242,805	225,000	183,305	60,000	3	125,000
Museum Marketing	COA Museum Foundation	-	-	2,000	2,000	2,000	2,000	2,500	2,000	6,200	4,760	1	3,000
Visitors Information Center	Chamber	62,600	62,600		72,809	85,116	75,000	81,134	75,000	66,135	2,054	32	30,000
Whale of a Sale	DAA	-	-	-	-	-	-	2,000	2,000	1,500	550	3	1,000
Wonderland Walk at Washington Park	COA Parks									5,000	-	No Data	-
Total (not all awards shown)		362,655	362,655	183,400	405,526	521,709	450,393	571,739	501,875	535,269			307,800

EXPERIENCE
ANACORTES
VISITOR INFORMATION STATS & TRENDS

2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	0	0	0	0	0	1826	2562	2885	2227	1146	491	402	11539
PHONE CALLS	0	0	0	0	0	255	307	333	218	158	153	127	1551
TOURISM PACKETS	0	0	0	0	0	46	85	742	93	17	3	0	986
BUSINESS RELOCATION PACKETS	0	0	0	0	0	14	18	25	22	22	12	10	123
VOLUNTEER HOURS	0	0	0	0	0	445.5	460.5	504	504	339	280.5	263	2796.5
TRAIL MAPS	0	0	0	0	0	0	0	0	0	0	0	0	0

2014

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	434	412	613	1417	1622	1854	2696	2866	2234	2282	492	554	17476
PHONE CALLS	99	124	72	213	184	249	284	222	174	87	74	83	1865
TOURISM PACKETS	59	3	325	415	66	162	52	22	255	5	4	2	1370

BUSINESS RELOCATION PACKETS	13	3	21	21	9	17	19	23	22	27	11	17	203
VOLUNTEER HOURS	243.5	249	353	333	449	463.5	500.5	500.5	501	382.5	266	253.5	4495
TRAIL MAPS	0	0	0	0	0	0	0	0	0	0	0	0	0

2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	405	550	829	1665	1721	1951	2691	2871	2143	1232	536	405	16999
PHONE CALLS	82	74	111	46	147	174	225	192	148	72	83	85	1439
TOURISM PACKETS	316	7	11	48	135	227	73	136	398	53	5	5	1414
BUSINESS RELOCATION PACKETS	13	15	19	23	24	26	40	36	30	28	10	16	280
VOLUNTEER HOURS	211	234.5	282.5	386	437	446	520	506.5	417	327	263	260	4290.5
TRAIL MAPS	0	0	0	0	0	0	0	0	0	0	0	0	0

2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	345	458	736	1773	1597	1905	2657	2775	2096	1034	446	436	16258
PHONE CALLS	71	79	123	150	155	177	217	67	139	68	73	64	1383
TOURISM PACKETS	12	10	312	49	1105	202	14	128	55	109	8	9	2013

BUSINESS RELOCATION PACKETS	16	79	14	22	27	25	17	27	19	14	11	40	311
VOLUNTEER HOURS	231	254	287	370	412	467	505	530	362	362	254	288	4322
TRAIL MAPS	0	0	8	21	27	0	0	0	18	0	0	0	74

2017

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	376	396	658	1587	1541	1831	2458	2584	1909	2015	373	469	16197
PHONE CALLS	77	70	116	138	136	156	106	97	63	35	35	32	1061
TOURISM PACKETS	9	16	308	95	109	97	75	280	2	0	3	1	995
BUSINESS RELOCATION PACKETS	11	8	13	16	18	15	28	11	11	1	14	9	155
VOLUNTEER HOURS	193	193	287	355	517	459	451	473	416.5	357	267.5	253	4222
TRAIL MAPS	0	6	8	21	27	29	33	27	17	0	16	14	198

2018

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	328	359	699	935	1335	1610	2057	1993	1962	2163	431	523	14395
PHONE CALLS	43	36	49	59	59	70	58	75	35	43	30	33	590
TOURISM PACKETS	3	10	9	10	15	17	30	79	9	4	2	4	192

BUSINESS RELOCATION PACKETS	8	7	13	8	15	12	13	24	4	8	5	4	121
VOLUNTEER HOURS	185.5	256	232	317	394.5	400	416	443	302	343	283	286	3858
TRAIL MAPS	16	5	33	15	33	34	23	34	11	25	4	6	239

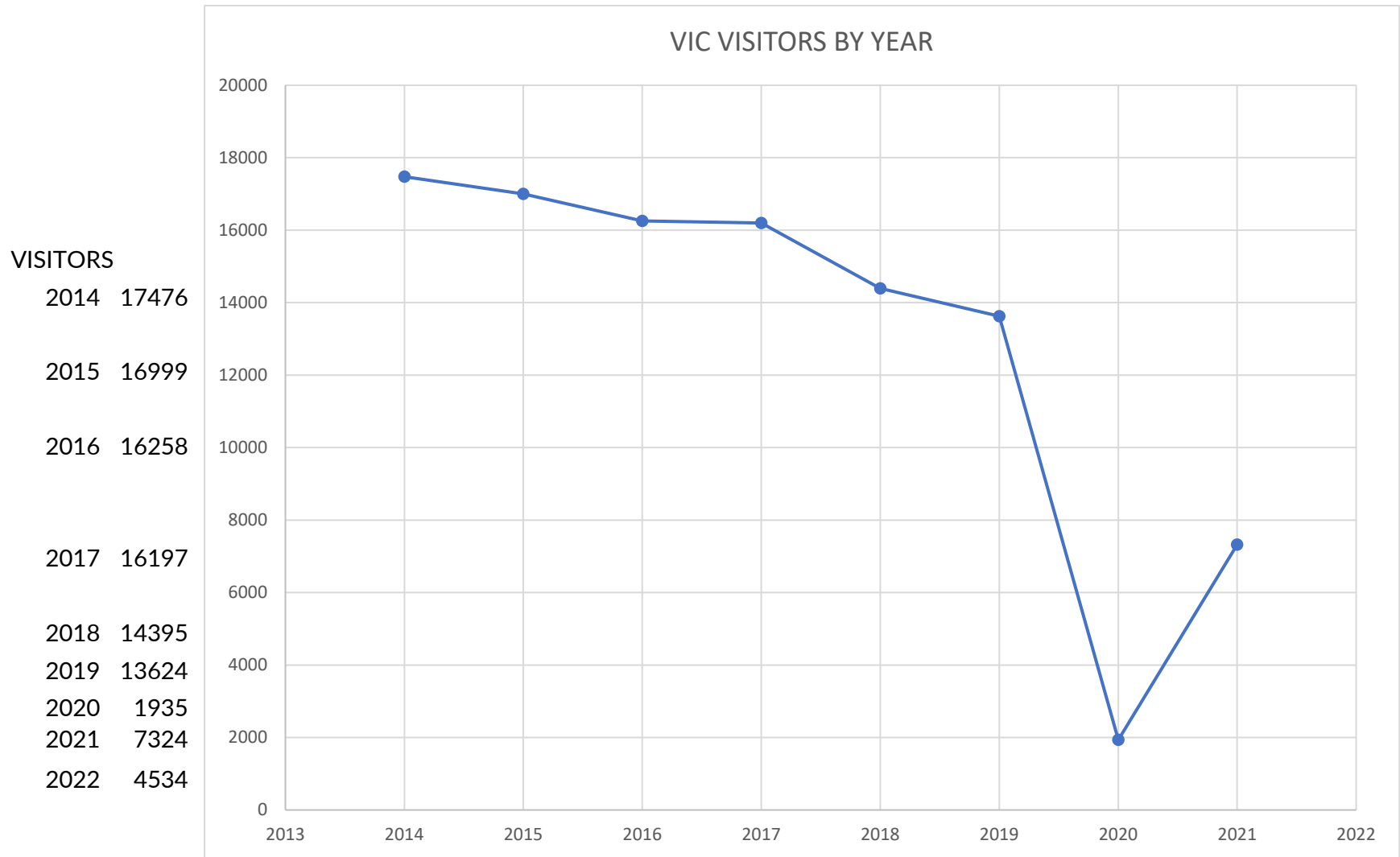
	2019												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	379	620	727	1068	1319	1502	1947	1869	1409	1728	436	620	13624
PHONE CALLS	18	43	41	50	68	56	87	66	95	42	30	32	628
TOURISM PACKETS	4	34	4	2	8	6	9	11	85	1	5	2	171
BUSINESS RELOCATION PACKETS	29	10	15	7	22	2	20	16	4	10	16	16	167
VOLUNTEER HOURS	230.5	213	298	415	361.5	375.5	383	429	371	289.5	193	213.8	3772.75
TRAIL MAPS	21	3	26	14	11	14	26	16	14	14	9	18	186

3.61116

		2020												TOTAL	
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
	VISITORS	823	513	0	0	0	0	0	0	3	278	149	169	1935	
PHONE CALLS		17	17	0	0	0	0	0	0	19	19	8	6	86	
TOURISM															
PACKETS		1	4	0	0	0	0	0	0	3	2	3	5	18	
BUSINESS															
RELOCATION		3	3	0	0	0	0	0	0	7	8	0	1	22	
PACKETS															
VOLUNTEER		208	219	0	0	0	0	0	0	151.5	124	134	119	955.5	
HOURS															
TRAIL MAPS		6	10	0	0	0	0	0	0	8	11	9	15	59	
		2021												TOTAL	
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
	VISITORS	131	92	327	349	461	883	1713	1406	1127	600	235	0	7324	
PHONE CALLS		6	8	14	19	18	33	49	43	44	15	29	13	291	
TOURISM															
PACKETS		0	2	5	2	11	30	8	2	5	8	1	0	74	
BUSINESS															
RELOCATION		2	2	4	3	4	4	7	9	9	11	1	0	56	
PACKETS															
VOLUNTEER		128	114	134.5	126.5	152.5	147.5	430	348	321.5	209.5	189.5	90	2391.5	3.06251
HOURS															
TRAIL MAPS		10	8	12	25	17	16	45	25	22	9	10	5	204	

		2022													
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL	
	VISITORS	124	39	245	434	670	N/A	523	1037	569	497	211	185	4534	2.34983
PHONE CALLS		13	10	26	40	52	45	40	47	32	24	6	14	349	
TOURISM															
PACKETS		0	1	7	5	5	26	47	60	6	2	2	2	163	
BUSINESS															
RELOCATION		8	11	10	8	5	4	9	9	6	5	3	2	80	
PACKETS															
VOLUNTEER		104	101	132.5	160	191	181.5	188	201.5	182.5	209	167.5	111	1929.5	
HOURS															
TRAIL MAPS		8	2	17	6	7	36	27	20	13	7	5	9	157	
		2023													
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL	
	VISITORS	180	177	378	527	824	981	1199	975	1144	526	132	205	7248	
PHONE CALLS		10	14	19	23	28	38	35	41	10	8	13	6	245	
TOURISM															
PACKETS		3	0	16	16	1	27	3	4	14	8	1	1	94	
BUSINESS															
RELOCATION		5	3	6	12	1	7	7	8	7	2	1	3	62	
PACKETS															
VOLUNTEER		144.5	139.5	185	194.5	243	238.5	1215	230	1910	197	132	110	4938.5	
HOURS															
TRAIL MAPS		8	7	0	11	15	13	24	12	13	5	7	10	125	

	2024												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
VISITORS	158	187	284	577	584	731	1000						
PHONE CALLS	18	19	11	20	14	19	15						
TOURISM													
PACKETS	3	4	2	13	15	13	2						
BUSINESS													
RELOCATION	4	5	3	7	10	14	10						
PACKETS													
VOLUNTEER													
HOURS	125	138	8	211.5	196	230.5	219.5						
TRAIL MAPS	8	5	17	6	10	19	12						





City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 7.b.
2024

Agenda Item Title: Ordinance 4088: 2024-2029 Capital Facilities Plan Amendment

Staff Contact(s): STEVE HOGLUND

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

Greg Francioch
Steve Hogleund
DARCY SWETNAM

Ordinance

Item Summary: A CFP amendment will be done for the 2025 budget. WAC 365-196-415 directs that the Capital Facilities Element of the comp plan be updated at least every 2 years, and a full Capital Facilities Plan (CFP) was developed and approved for FY 2024. After discussion with Planning personnel staff felt it made sense to do an amendment for FY 2025, as a full Comp Plan update is currently underway, and will be adopted for FY 2026, which may significantly change some departments' capital needs and projections, which can then be adopted in the next CFP update, and allow an abbreviated CFP update for FY 2025.

The CFP amendment review will be conducted in 2 sessions. The first session will consist of:

Fiber
Fire
General Government
Public Works Ops
Public Works Transportation.

The 2nd session will consist of:

Parks
Storm Utility
Water Utility
Wastewater Utility

Budget Impact:

\$15,809,678

Previous Action: Ordinance 4066 adopting 2024-2029 CFP December 18, 2023;
Ordinance 4084 amending 2024-2029 CFP August 5th 2024.

Recommended Motion: NA at this time.

Alternative Actions: NA

Attachments (listed in order presented):

1. Nichols_ CFP Update public comments
2. Chitwood_ CFP Update public comments
3. 10.7.24 - CFP Details

Linda Nichols
818 34th Street
Anacortes, WA 98221
lin.nichols@yahoo.com

September 30, 2024

Mayor Matt Miller & Anacortes City Council
P.O. Box 547
Anacortes, WA 98221

Dear Mayor Miller and Anacortes City Councilpersons,

RE: Capital Facilities Plan Update – 32nd Street Pedestrian Crossing

I urge you to approve the Public Works/Traffic Safety Committee's CFP update that includes a pedestrian crossing on 32nd Street near Storvik Park. The lack of a central crosswalk is a severe safety issue and the current crosswalks at M Avenue and Commercial Avenue aren't adequate to support the crossings in that corridor. Much of the traffic seems to think they are still on or already on Hwy 20 and are trying to get to highway speed in the three short blocks between M and Commercial. Given that there are many jaywalkers at all times of day (particularly seniors who live across from the park that don't have the stamina to get to existing crosswalks AND enjoy our beautiful park) this area seems like a tragic accident waiting to happen.

From a personal point of view, it appears crossing to the park is getting even more dangerous due to increased resident street parking which reduces visibility both for the jaywalker and the drivers. I've also noticed lack of clarity for some drivers on lane designations near Commercial Avenue and am hoping the crosswalk would remind drivers that 32nd St is not a four-lane highway.

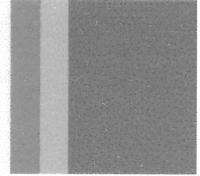
Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Nichols", written in a cursive style.

Linda Nichols

Virginia Chitwood
1111 - 32nd Street, Apt #45
Anacortes, WA 98221
philgin29@yahoo.com



September 30, 2024

Mayor Miller and Anacortes City Councilpersons:
P.O. Box 547
Anacortes, WA 98221

Dear Mayor Miller and Anacortes City Councilpersons:

I am thrilled to learn that the City of Anacortes Traffic Safety Committee has added a Storvik Park / 32nd Street Pedestrian Crossing project to the city's Capital Facilities Plan. Along with many of my neighbors in Cap Sante Court, I cross 32nd Street multiple times daily and appreciate knowing it we could soon have a safer crossing. As a senior, trekking to current crosswalks is an endeavor that limits my ability to enjoy the beauty of Storvik Park.

I urge you to approve an improvement project within the next Capital Facilities Plan budget cycle. The lack of a central crosswalk is a severe safety issue for residents on the south side of 32nd Street that wish to access Storvik Park. I see many jaywalkers and the crossings are harrowing due to speed of traffic and lack of lane lines between M and Commercial Avenues.

Sincerely,

Virginia Chitwood

Fiber

Total	\$	4,000,165	\$	2,285,000	\$	1,791,678
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Total Funding	\$	4,000,165	\$	2,285,000	\$	1,791,678
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Funding Source

Taxes					\$	-
Reet					\$	-
Utility Tax					\$	-
Impact Fees					\$	-
Grants					\$	225,373
Interfund Loan	\$	3,965,165			\$	-
Financing			\$	2,250,000	\$	1,566,305
Fund Balance/Reserves	\$	35,000	\$	35,000	\$	-

Proposal Name	2024	2025	Amended 2025
Fiber - Access Anacortes Fiber Internet Expansion - EDA Grant Area	\$ 3,715,165	\$ -	\$ 1,731,678
Fiber - Equipment for Developers	\$ 35,000	\$ 35,000	\$ 35,000
Fiber - Guemes View	\$ 250,000	\$ -	\$ -
Fiber - Highway 20 Light Manufacturing Corridor (city limits)	\$ -	\$ 1,500,000	\$ -
Fiber - Remaining Fiber Construction Inside City Limits	\$ -	\$ 750,000	\$ -
Fiber - Backbone Construction - AdHoc Projects	\$ -	\$ -	\$ 25,000

Fire

Total	\$	1,675,000	\$	450,000	\$	780,000
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Total Funding	\$	1,675,000	\$	450,000	\$	780,000
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Funding Source						
Taxes					\$	425,000
Reet			\$	150,000	\$	-
Utility Tax					\$	-
Impact Fees					\$	355,000
Grants	\$	1,675,000			\$	-
Rates/User Fees					\$	-
Contributions					\$	-
Fund Balance/Reserves			\$	300,000	\$	-

Proposal Name	2024	2025	Amended 2025
Fire - Aerial Ladder Truck	\$ 1,675,000	\$ -	
Fire - Main Fire Station Upgrade	\$ -	\$ 150,000	\$ 350,000
Fire - Medic Unit Replacement/Addition	\$ -	\$ 300,000	\$ 350,000
Fire - Command Vehicle Addition	\$ -		\$ 80,000

Gen Gov

Total	\$	1,030,000	\$	2,110,000	\$	1,531,650
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Total Funding	\$	1,030,000	\$	2,110,000	\$	1,531,650
Funding Source						
Taxes					\$	-
Reet	\$	630,000	\$	580,000	\$	90,000
Utility Tax					\$	-
Impact Fees					\$	-
Grants					\$	-
Rates/User Fees					\$	-
Contributions	\$	10,000	\$	150,000	\$	150,000
Fund Balance/Reserves	\$	390,000	\$	1,380,000	\$	1,291,650

Proposal Name	2024	2025	Amended 2025
Gen Gov - Creosote Pile Removal and Replacement at City Owned Travel Lift Float and Dock	\$ 120,000	\$ 180,000	\$ 250,000
Gen Gov - Repair the City Breakwater		\$ -	\$ 280,000
Gen Gov - Enterprise Resource Planning (ERP) System replacement	\$ 150,000	\$ 1,150,000	\$ 671,650
Gen Gov - Museum - Storage workshop construction	\$ 30,000	\$ 330,000	\$ 290,000
Gen Gov - Mitel Phone System replacement		\$ -	\$ 40,000
Gen Gov - Downtown Streetscape	\$ 35,000	\$ -	
Gen Gov - Downtown Welcome Arch	\$ 50,000	\$ -	
Gen Gov - Fac - ASAC Additional HVAC system	\$ 40,000	\$ -	
Gen Gov - Fac - ASAC Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - ASAC Window Replacement	\$ 25,000	\$ 25,000	
Gen Gov - Fac - City Hall Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - Facility Comprehensive Master Plan	\$ 100,000	\$ -	
Gen Gov - Fac - Fire Dept. Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - Library Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - Museum Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - Parks Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Fac - Police/Court Department Exterior Paint	\$ -	\$ 75,000	
Gen Gov - Fac - Police/Court HVAC Rebuild/Replace	\$ 100,000	\$ -	
Gen Gov - Fac - Police Dept/Court Emergent Facility Maintenance Repairs	\$ 50,000	\$ 50,000	
Gen Gov - Pedestrian Link Between Downtown and Marina	\$ 30,000	\$ -	

PW-Ops

Total	\$	275,000	\$	320,000	\$	880,000
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Total Funding	\$	275,000	\$	320,000	\$	880,000
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Funding Source

Taxes				\$	-	
Reet				\$	565,000	
Utility Tax				\$	-	
Impact Fees				\$	-	
Grants				\$	-	
Rates/User Fees	\$	75,000		\$	180,000	
Contributions				\$	-	
Fund Balance/Reserves	\$	200,000	\$	320,000	\$	135,000

Proposal Name	2024	2025	Amended 2025
PW - Fleet - City Hall Pool Car	\$ -	\$ 50,000	\$ 50,000
PW - Fleet - Ops Pool Car/admin vehicle	\$ -	\$ 50,000	
PW - OPS - 100 kW Solar Array on Maintenance Facility	\$ -	\$ 150,000	
PW - Ops - Facilities Vehicle	\$ -	\$ 70,000	\$ 85,000
PW - Ops - Operations Upper Parking lot pavement/reconfigure	\$ 150,000	\$ -	
PW - Ops - Ops Facility Expansion/Master Plan	\$ 50,000	\$ -	
PW - Ops - Sewer/Storm/Street Maintenance truck addition	\$ 75,000	\$ -	
PW - Facilities City Facility Maintenance Repairs	\$ -	\$ -	\$ 250,000
PW - Facilities library A/C Air Handler	\$ -	\$ -	\$ 75,000
PW - City Facility Condition Assessment	\$ -	\$ -	\$ 80,000
PW - Facilities Police/Court HVAC Rebuild/Replace	\$ -	\$ -	\$ 160,000
PW - Facilities PD Server Room A/C	\$ -	\$ -	\$ 30,000
PW - Wastewater Plant: Re-Roof The Solids Handling Building	\$ -	\$ -	\$ 40,000
PW - Wastewater Plant: Re-Roof The WWTP Secondary Building	\$ -	\$ -	\$ 50,000
PW - Wastewater Plant: Re-Roof The WWTP Head Works Building	\$ -	\$ -	\$ 30,000
PW - City Hall Seagull Mitigation	\$ -	\$ -	\$ 30,000

Transportation

Total	\$ 8,906,000	\$ 6,144,500	\$ 10,748,000
--------------	---------------------	---------------------	----------------------

Total Funding	\$ 8,906,000	\$ 6,144,500	\$ 10,748,000
Funding Source			
Taxes	\$ 1,200,000	\$ 1,200,000	\$ -
Reet	\$ 921,000	\$ 926,500	\$ 2,432,000
Utility Tax			\$ -
Impact Fees	\$ 257,000		\$ -
Grants	\$ 6,103,000	\$ 4,018,000	\$ 8,316,000
Rates/User Fees			\$ -
Contributions			\$ -
Fund Balance/Reserves	\$ 425,000		\$ -

Proposal Name	2024	2025	Amended 2025
Transportation - 16th Street Improvements	\$ 300,000	\$ 2,300,000	\$ 2,300,000
Transportation - 17th Street Q Ave Intersection	\$ -	\$ 260,000	
Transportation - 2025 Comprehensive Plan Update Transportation Element	\$ 300,000	\$ -	
Transportation - ADA Ramps	\$ 110,000	\$ 115,000	
Transportation - Annual Pavement Maintenance	\$ 1,800,000	\$ 1,800,000	\$ -
Transportation - Fidalgo Bay Road Reconstruction	\$ -	\$ 1,000,000	\$ 1,000,000
Transportation - Kansas Ave	\$ -	\$ -	\$ 100,000
Transportation - Local Road Safety Plan	\$ 125,000	\$ -	
Transportation - March Point Road - Trestle – Park & Ride – Trail	\$ 250,000	\$ -	
Transportation - Non-Motorized Improvements	\$ 11,000	\$ 11,500	
Transportation - Q Avenue Pedestrian Improvement	\$ 53,000	\$ 458,000	\$ 448,000
Transportation - R Avenue Safety and Mobility Improvements	\$ 257,000	\$ -	
Transportation - Sidewalk and Trip Hazard Repairs	\$ 200,000	\$ 200,000	
Transportation - South Commercial Avenue Corridor Plan -- Phase I Commercial Avenue from 11th to 13th	\$ 5,500,000	\$ -	\$ 3,050,000
Transportation - South Commercial Avenue Corridor Plan - Phase II Commercial Avenue from 14th to 34th	\$ -	\$ -	\$ 3,500,000
Transportation - Pedestrian Crossing on 32nd Street to Storvik Park	\$ -	\$ -	\$ 200,000
Transportation - Pedestrian Crossing/Refuge at Tommy Thompson Trail at T Avenue	\$ -	\$ -	\$ 100,000
Transportation - Pedestrian Improvements - 22nd St between H Ave and I Ave	\$ -	\$ -	\$ 50,000



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 7.c.
2024

Agenda Item Title: Port Security Grant to Purchase a Public Safety Boat for the Anacortes Fire Department

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Motion
Bill Harris	

Item Summary: On September 13th, the city was notified that we have been selected to receive a \$525,000 Port Security Grant to purchase a Public Safety Boat. The proposed boat will provide fire suppression capabilities, water rescue capabilities as well as Emergency Medical Services (EMS) access and patient transport to and from vessels and islands. We have until October 13th to accept the award.

Budget Impact:

There will be an approximate \$175,000 impact to the 2026 or 2027 budget. We are working on a cost share with the Department of EMS and intend to utilize casino impact fees for the rest of the COA match.

Previous Action:

Recommended Motion: I move to authorize the Mayor to accept the 2024 FEMA Port Security Grant for the purchase of a Public Safety Boat in the amount of \$525,000.

Alternative Actions:

Attachments (listed in order presented):

1. City Council Presentation Marine 29 - October 7th, 2024

The background of the slide features a large, semi-transparent circular logo of the Anacortes Fire Department EMS. The logo is a Maltese cross with a red outline. Inside the cross, the word "ANACORTES" is at the top, "FIRE" is in the upper arm, "E.M.S." is in the lower arm, and "FIRE DEPT." is at the bottom. The year "1891" is in the center. The background image is a scenic view of a coastline with blue water, dark rocks, and green hills under a clear sky.

City of Anacortes Marine & Island EMS Response Programs

The Problem:

- Six active marinas:
 - Total of 2443 marina slips.
 - Covered or uncovered slip spaces
 - Additional 8,000 boats launched annually.
 - 17,900 guest boater nights.



The Problem:

- Washington State Ferry Terminal & Skagit County Ferry with 2,323,000 “tickets” counting passengers and vehicles, 2023.
- Port of call for American Cruise Lines San Juan Island cruise itinerary.
- Island Adventure Whale watching tours with 30,000 passengers annually.
- Two oil refineries, Marathon Petroleum and HF Sinclair, producing 270,000 barrels of product daily. Crude arriving by railway and sea, the major source from Alaska through the narrow Guemes channel.
- Dakota Creek Industries, Inc – a complete ship building and repair facility specializing in construction and repair of steel and aluminum vessels up to four hundred feet in length.

Response Area:

- EMS Response:
 - City of Anacortes
 - West Skagit County
 - Bayview - LaConner
 - Islands:
 - Cypress, Sinclair, Guemes, Vendovi, Jack, Huckleberry, Saddleback, Hat.
 - Burrows, Young, Allen
 - Kiket, Skagit, hope, Tonkon, Goat, IKA.



Marine EMS Incident Information:

- 551 Recorded EMS Responses
 - Majority on Guemes Island
 - Approx. 15% Dispatched After Regular Ferry Schedule.
 - New costs associated when requesting after hours ferry call out.
 - 19 Cypress/Sinclair areas
 - 17 Burrows/Allen
 - 11 throughout the Skagit Bay Islands.

Incident Count by EMS Response Zone

		<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
-	-						
MAF01	Cypress, Hat, Jack, Sinclair, Saddleback, <u>Vendovi</u>		2	3	1	9	4
MAF03	Burrows, Allen, Young		1	1	9	6	0
MAF05	Guemes	47	99	102	106	113	45
MAF16	Skagit Bay, <u>Kiket Is.</u>			1	1	0	1
MAF18	Hope				2	3	
MAF26	Deadman						
MAF28	Goat				3		
		47	102	107	117	128	50

Response Area:



Response Area:



Response Area:



Response Area:



Response Area:



Marine Fire & Rescue Incident Information:

Water and boat related incidents continue to rise

AFD continues to assess the potential marine and water related risks in our community.

Incident Count By Incident Type

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Watercraft Rescue			8	9	5
Water Vehicle Fire		2		3	1
Water & Ice Rescue	3	1	1		2
Water Areas Rescue	2			2	1
Surf Rescue				1	1
Search Persons in Water			2		2
Totals	5	3	11	15	12



Marine Incidents:



Marine Incidents:



Marine

KOMO
<https://komonews.com/news/local/4-boats-damaged-in...>

4 boats damaged in Anacortes marina fire - KOMO

WEB Apr 11, 2012 · ANACORTES, Wash. — Three power boats and a sailboat were damaged in a Tuesday night fire at the Anacortes Marina, said Anacortes Fire Chief **Richard Curtis**.

Estimated Reading Time: 30 secs

KOMO
<https://komonews.com/news/local/anacortes-boat...>

Anacortes boat fire: chief expects total loss - KOMO

WEB Jul 7, 2014 · ANACORTES, Wash. (AP) - The fire chief in Anacortes says a 40-foot boat that caught fire in the Anacortes Marina is expected to be a total loss. The Skagit Valley ...

Estimated Reading Time: 30 secs

go goskagit.com
<https://www.goskagit.com/anacortes/news/tugboat...>

Tugboat fire at Cap Sante Marina quickly contained

WEB Apr 18, 2019 · A fire that broke out Tuesday night in a 26-foot Nordic tug at Cap Sante Marina started in the engine compartment and may have been caused by a charger ...

Estimated Reading Time: 1 min

Huge fire engulfs marina in La Conner

Feb 21, 2014, 6:22 PM | Updated: Feb 22, 2014, 11:05 am



KIRO 7 News Seattle
<https://www.kiro7.com/news/investigators-believe...>

Investigators believe Bellingham marina fire killed couple

WEB Apr 1, 2012 · BELLINGHAM, Wash. — Investigators believe the two people inside of a boathouse were killed during a fire at Squalicum Harbor on Friday, according to the Port ...

Estimated Reading Time: 2 mins

Marine Incidents:

Fire intensity and wind direction will dictate whether the crews can work down the dock and pass the fire to protect the people and boats on the far side.

Without boat access the fire will remain unchecked and will free burn in that direction.



Current Marine Operation:

- Marine 29 29-year-old vessel purchased in 2022, considered a stop-gap purchase until a more substantial vessel purchased.
- Marine 29 has no firefighting capabilities and no safe way to transport a patient.
- Current Operating Budget:
 - Maintenance Costs Approx \$5500/yr
 - Fuel Costs – \$3000 year to date
 - Insurance??



Manufacturer Maintenance Recommendations



15806 Preston Place, Burlington WA USA 98223
Phone: 360 767 2752
www.munsonboats.com

Maintenance Overhaul
36' Packman Landing Craft
City Of Anacortes Fire

Bottom: Boat should be pulled from water at least once a year and the bottom should be inspected and pressure washed and any damaged or ribs spots in the bottom paint should be touched up. The wicks and reference coil should also be cleaned and inspected at this time. (Bottom paint will need to be re-applied to hull every three to five years)

Bilge: Bilges and bilge pumps should be inspected on a regular basis or before every use. Once every six months each bilge compartment should be cleaned with salt water, bilge pumps and high-water alarms should be inspected for functionality, and inspection hatchets should be serviced and adjusted where necessary.

Locks/Hinges: Bow door locks, side door locks, and all aluminum hatches are equipped with green spots. Hatches and locks should be inspected for functionality periodicity, and every six months a good marine grade grease should be used for lubrication.

Non-Skid: Non-Skid decking should be cleaned / rinsed after every use. Twice a year any bare aluminum spots should be touched up with primer and re-coated with non-skid.

Engine: Yamaha 450 HP XTO Outboard SGL V-8 Fuel: 93 Octane Marine Gasoline		H.P. Marine Engine	
14 Kawasaki Marine Gasoline Lube HD or Hypalon L-5 / SAE 90 API GL-5		H.P. Marine Engine	
Wiper Blades: Inspect after every use replace annually.		H.P. Marine Engine	
Exterior: Exterior should be rinsed with fresh water after every use. Twice a year (At Minimum) the exterior of the boat should be <u>pressure washed</u> and the windows should have Rain-X applied. (Apply Shark Hide Protectant or Metal Jacket for Additional Protection to Bare Aluminum)		H.P. Marine Engine	
years. Follow OEM recommended		H.P. Marine Engine	
g should be cleaned every six months and fasteners annually.		H.P. Marine Engine	
every use. Once every six months. 2 hardware should be inspected, and all or leaks and tightness. Top hydraulic: not to overfill. Hydraulic fluid should		H.P. Marine Engine	
to inspect anchor, anchor chain, rode, offset, tightness. (Replace if necessary)		H.P. Marine Engine	
water separators on the fuel filter every 500 hours or once a year. Every six months should be done paying special attention to the fuel filter, and emergency		H.P. Marine Engine	
Fire extinguishers and fire suppression system every time before disembarking. Inspect annually by a		H.P. Marine Engine	
10 yr/1000 hr cycle - \$35,000 or \$3500 per year		H.P. Marine Engine	

ment is intended to be
a reminder for all
systems and
This document Does
not replace OEM
service schedules or
All service /
should be
by qualified
Refer to OEM service
and recommendations
for proper service on any

Response Area Partners:

- United States Coast Guard
 - Currently request AFD for marine emergency responses – Activated through Skagit 911 (Current response time to Anacortes/Fidalgo Island 45 minutes)
- Airlift Northwest & Life Flight requested by AFD for critical EMS transport from islands with safe Landing Zones – Weather permitting.



Recommendations:

- Acquire a larger vessel with firefighting and EMS capabilities to ensure safer working environment for AFD staff and citizens in all seasons and weather conditions.
- Be equipped with enclosed cabin for patient transportation in inclement weather.
- Storage capabilities for firefighting and EMS equipment.
- Able to land on islands where no docks exists.

Vessel Specifications:

- Hull Length: 36 Feet
- Enclosed Temperature Controlled Cabin
- Beach Landing Craft
- Cargo Capacity: 7,500 lbs
- Propulsion: Twin 450HP Yamaha XTO Outboard Motors
- Fuel Capacity: 300 Gallons
- Fire Pump: Hale 1,500 GPM

Port Security Grant: \$700,000:

- Federal Grant Award (75%): \$525,000.
- City of Anacortes Contribution (25%): \$175,000.
- Seek partnerships to assist with program costs:
 - Skagit EMS
 - Port of Anacortes
- Bid From Munson: \$680,503.

Example Vessel



Example Vessel





QUESTIONS



City Council Agenda Bill

Meeting Date: October 7, **Agenda Item:** 7.d.
2024

Agenda Item Title: Interlocal Agreement #24-256-FBR-001 for Burlington Dark Fiber Optic Connections

Staff Contact(s): Emily Schuh, JAMES LEMBERG

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

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 24-256-FBR-001 with City of Burlington, under which the City of Anacortes will lease two strands of dark fiber and one rack-unit of telecom equipment rack space.

Background: The City of Anacortes has entered into a service agreement with Northwest Open Access Network (NoaNet) to transport data between a site in Anacortes and NoaNet's point of network presence in Burlington. The monthly revenue from that service agreement is \$1000.00. These dark fibers are necessary to transport that data. The City has also entered a contract with NoaNet for connectivity to the broader Internet, with the City taking delivery of that traffic at NoaNet's point of network presence in Burlington. That traffic will then travel across these dark fibers, then across dark fibers provided by the City of Mount Vernon (under a separate contract), and finally across dark fibers owned by Anacortes.

Key Terms:

- Term of this Agreement shall be 3 years from the date of execution, with term renewals of successive 2 year increments totaling no more than six (6) additional years, unless sooner terminated. The 2 year extensions shall be in writing and executed by both Parties.
- The City of Anacortes will pay the City of Burlington \$402.34/month, for an aggregate total contract price of \$14,484.24 for 3 years.

Budget Impact:

Public Entity	City of Burlington
Agreement Amount	\$14,484.24 for 3 years
BARS #	001.260.532.10.41
Budget Amendment Required?	No
Start Date	Execution date
End Date	3 years

Previous Action: This agreement supersedes and replaces Interlocal #[20-169-FBR-001](#) that was approved by Council at the [7/27/2020](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 24-256-FBR-001 between the City of Anacortes and City of Burlington.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-256-FBR-001

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
THE CITY OF BURLINGTON
AND
THE CITY OF ANACORTES**

THIS AGREEMENT ("Agreement") is made and entered into _____, by and between the **CITY OF BURLINGTON**, a municipal corporation of the State of Washington ("Burlington"), and the **CITY OF ANACORTES**, a municipal corporation of the State of Washington ("Anacortes"), pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. Burlington and Anacortes may be individually referred to herein as "Party" and may be collectively referred to herein as the "Parties".

WHEREAS, Anacortes desires dark fiber optic connection(s) from the Burlington networking head end located at 311 Cedar St, to the point of interconnection between Burlington's Fiber System and the City of Mount Vernon's fiber system; and

WHEREAS, The Parties desire to reduce to writing their agreements relating to Burlington's provision of certain dark fiber optic connectivity between locations within the Burlington's Fiber System for monthly compensation from Anacortes.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

DEFINITIONS.

- A. "Burlington's Fiber System" means all facilities related to Burlington's fiber lines which are owned, operated, controlled and maintained by the City, including but not limited to fiber optic cables, equipment and all associated hardware utilized by the City.
- B. "Dark Fiber" means unlit Fiber where the User is responsible for providing equipment to carry data via the fiber.
- C. "Fiber" means optical fiber cable strands used to transmit light to carry data from end-to-end and meeting generally accepted industry loss and performance standards.
- D. "Non-Recurring Charges" means work done by Burlington to install, connect and maintain the Burlington fiber system to the City's Demarc location, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead fees.
- E. "User" means, in this case, the City of Anacortes who shall light the Dark Fiber for their municipal purposes.

1. **RESPONSIBILITIES:**

1.1 **Anacortes:**

- A. Shall compensate Burlington for any and all Non-Recurring Charges related to the Anacortes use of the Burlington Fiber System as well as the monthly fees detailed in **Exhibit B** as are set herein or modified in the future.
- B. Shall not sublet, lease or otherwise grant access of use to any entity other than that which is authorized in writing by Burlington.

1.2 **Burlington:**

- A. Will arrange for, install, own, operate and maintain the Burlington's Fiber System necessary to provide non-exclusive rights to Anacortes to utilize dark fiber between the demarcation point for specific site locations and under specific terms and conditions for each site location described in **Exhibit A** attached to this Agreement.
- B. Will secure and maintain any and all necessary franchises, permits, easements, or agreements necessary for the use of property including, the use of utility poles for the construction and maintenance of the Burlington's Fiber System.
- C. Will deploy a standard single mode dark fiber optic product terminating in Burlington's colocation closet and will perform all work using industry standards.

2. **TERM:** The term of this Agreement shall be three (3) years from the date of execution, with term renewals of successive two (2) year increments totaling no more than six (6) additional years, or unless sooner terminated as provided for elsewhere in this Agreement. The two (2) year extensions shall be in writing and executed by both Parties.

3. **COMPENSATION:** Anacortes shall pay Burlington as set forth in Exhibit B attached to this Agreement, including any and all non-recurring charges to establish on-site connectivity. Anacortes shall pay Burlington within thirty (30) days after approval of a satisfactory invoice. Any delinquency of one hundred twenty (120) days may result in the immediate termination of this Agreement, at the discretion of Burlington. The Parties recognize that the fees and charges listed in Exhibit B are the current Burlington fees as set forth in their City Fee Schedule which is inflation adjusted each year for implementation in the following calendar year. As such, the charges in Exhibit B shall be adjusted as of January 1st of each year of this Agreement.

4. **SUPERSEDES PRIOR AGREEMENT:** It is the intention of the parties hereto that this Agreement shall supersede and cancel any prior agreements, discussions, commitments, representations, or agreements, written or oral, for dark fiber optic connection(s) between the parties hereto.

5. **RELATIONSHIP OF THE PARTIES:** The Parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No partnership or joint venture exists between the Parties and no partnership or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, servant or representative Anacortes shall be deemed an employee, agent, servant, or representative of Burlington for any purpose; and vice versa. Each Party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets, personal, or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. **INDEMNIFICATION:** Each Party expressly agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agree to indemnify, defend, and hold the other Party harmless from any such liability. No liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
8. **LIMITATIONS OF LIABILITY:** Notwithstanding any provision of this Agreement to the contrary, and except to the extent caused by its own willful misconduct, the Parties shall not be liable for any special, incidental, indirect, punitive or consequential damages, including but not limited to: loss of profits or revenue, cost of capital, or claims of the other Party (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise) whether foreseeable or not, arising out of, or in connection with either Party's performance or non-performance of its respective obligations under this Agreement, or any other cause or nature whatsoever and all claims with respect to which such special, incidental, indirect, punitive, or consequential damages are hereby specifically waived.
9. **FORCE MAJEURE:** Except for payment of sums due, neither Party shall be liable to the other or deemed in default of this Agreement if, and to the extent that, such Party's performance of one or more of its obligations hereunder is prevented by reason of Force Majeure which includes, without limitation: any act of nature, fire, epidemics, and the adoption or amendment of government codes, ordinances, laws, rules, regulations, or restrictions that materially impair the affected Party's performance hereunder, including lack of funding, war or civil disorder, riots, strikes, lock-outs, or other labor disputes.
10. **FILING AGREEMENT:** Notwithstanding any provision herein to the contrary, and in compliance with RCW 39.34.040, this Agreement and any modification thereof shall be posted on each Party's website and, if not, a copy hereof shall be filed in accordance with RCW 39.34.040; PROVIDED, that any delay in effecting compliance with this Section shall not affect the stated term and conditions contained herein.
11. **NOTICE:** The following individuals are designated as representatives of the respective Parties and shall be responsible for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

City Administrator
City of Burlington
833 S. Spruce St.
Burlington, WA 98233
gregy@burlingtonwa.gov

ACCESS Anacortes Fiber Manager
City of Anacortes
P.O. Box 547
Anacortes, WA 98221
jiml@anacorteswa.gov

with a copy to:
City of Anacortes
Contracts and Grants Manager
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

12. **COMPLIANCE WITH LAWS:** The Parties agree to comply with all applicable federal, State, and local laws, ordinances, and regulations.

- 13. TERMINATION:** This Agreement may be terminated by either Party for any reason upon the giving of one hundred twenty (120) days advanced written notice to the other, either personally delivered or mailed postage prepaid by certified mail, return receipt requested, or 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. If this Agreement is so terminated, Anacortes will be responsible for any fees incurred by removal of any Burlington Fiber System and equipment. The Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 14. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** No changes or modifications of this Agreement shall be valid or binding upon either Party to this Agreement unless such changes or modifications are made by written Amendment and executed by the Parties hereto. Waiver of any default or breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such in writing signed by an authorized representative of the Party and attached to the original Agreement.
- 15. DISPUTES:**
- 15.1** The Parties shall attempt to resolve any disputes as to the validity or enforcement of any term or provision of this Agreement by negotiation and compromise at the management level. Failing such a compromise, such claim or assertion shall be elevated to the equivalent City Manager/Mayor levels of each Party, and if necessary, to each Party's respective attorneys.
- 15.2** In the event that a dispute cannot be resolved in the manner described above, it shall be determined by a Dispute Board in the following manner: Each Party shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, terms, applicable statutes, and rules before making a determination of the dispute which shall be final and binding on the Parties. Each Party shall be responsible for their own costs, including but not limited to legal counsel.
- 15.3** The duties and obligations imposed by this Agreement and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by either Party shall constitute a waiver of any right or duty afforded the Party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.
- 16. NO THIRD-PARTY BENEFICIARIES:** This Agreement is not entered into with the intent that it shall benefit another entity or person or that such other person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement.
- 17. ASSIGNMENT:** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, or subcontracted to any other individual, firm, company or other entity without the express and prior written approval of the Parties.
- 18. SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality, or enforceability of the remainder of this Agreement.

19. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any legal action arising here from shall be brought only in Skagit County Superior Court, Skagit County, Washington, which forum shall have sole and exclusive jurisdiction and venue.

20. OTHER PROVISIONS:

20.1 Fiber Route: Burlington shall, at all times, have the sole discretion to choose the route of the fiber optic lines including routes which may not be the most direct route between the locations desired by Anacortes.

20.2 Fiber Connectivity Restoration, Repair & Maintenance:

A. Burlington shall employ a reasonable standard of care to maintain continuity of Burlington's Fiber System whenever possible. If Anacortes becomes aware that fiber continuity is lost, Anacortes shall notify Burlington or Burlington's emergency designate immediately. If during off hours, Anacortes shall notify Burlington by contacting the number provided in Part 19(D) below.

Once Burlington is notified, Burlington shall inspect Burlington's Fiber System and all fiber and associated equipment on Burlington's side of the demarcation point to determine the cause of loss of service. After its inspection, Burlington shall report back to Anacortes within a reasonable time period. Burlington shall be responsible to re-establish continuity to Anacortes in the event lack of continuity exists on the Burlington side of the demarcation point. Burlington shall notify Anacortes if problems encountered are not due to lack of fiber continuity within Burlington's Fiber System.

B. Burlington shall perform, or be caused to be performed, regular and emergency maintenance of the Burlington Fiber System. Burlington shall coordinate with Anacortes to schedule regular maintenance at times that are mutually convenient to both Parties when such maintenance is likely to cause disruption of fiber service.

C. Anacortes will be allowed managed access to any Anacortes equipment at Burlington's Fiber Head end site. Anacortes personnel must pass CJIS requirements for access to the Burlington Fiber Head end room.

D. In the event Anacortes experiences loss of fiber continuity as set forth above, Anacortes shall notify Burlington by calling the phone numbers listed below.

During Regular Business Hours (Mon-Fri 8-5pm): 360-755-2398 or 360-630-4619

During Off Hours 24x7 number: 360-540-0694

21. NEUTRAL AUTHORSHIP: Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

22. ENTIRE AGREEMENT: This Agreement contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and by their duly authorized representatives have thus executed this Agreement as of the day and year first above written.

CITY OF ANACORTES

By: _____
Matt Miller, Mayor

Date: _____

Attest: _____
Steven D. Hoglund, Finance Director

Date: _____

CITY OF BURLINGTON

By: _____
Bill Aslett, Mayor

Date: _____

Attest: _____
Joe Stewart, Finance Director

Date: _____

APPROVED AS TO FORM:

Darcy Swetnam, City of Anacortes Attorney

Date: _____

APPROVED AS TO FORM:

Leif Johnson, City of Burlington Attorney

Date: _____

EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF ANACORTES AND THE CITY OF BURLINGTON

LOCATIONS / ITEM PROVIDED

Dark Fiber Provided: Two (2) strands of single mode dark fiber optic connectivity between the splice case located in the City of Mount Vernon and the Burlington location below:

From: Location	To: City of Burlington	Monthly Rate
DARK FIBER ONE City of Mount Vernon and City of Burlington meet me point on Riverside Bridge	Suite B, 311 Cedar Street, Burlington WA fiber head end	See Exhibit B
DARK FIBER TWO City of Mount Vernon and City of Burlington meet me point on Riverside Bridge	Suite B, 311 Cedar Street, Burlington WA fiber head end	See Exhibit B
OTHER One Rack Unit	Suite B, 311 Cedar Street, Burlington WA fiber head end	See Exhibit B

EXHIBIT B – 2024 Fiber Fees

Table 5. Fiber Telecommunication Fees

Notes:

1. All fees monthly unless otherwise specified

Application Fee Excluding ISP This is a one-time billable charge to pay for application to acquire fiber or telecommunication services and to cover engineering costs. Does not include permitting fees.	\$0.00
Inspection Fee Excluding ISP This is a one-time billable charge to pay for post installation inspections.	\$0.00
City of Burlington Inter-agency Dark Fiber This is monthly billable fee per fiber strand of dark fiber, leased from the City. This fee includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. Minimum 2-year lease.	\$182.88
Trunk Dark Fiber within City of Burlington Commercial use This is monthly billable fee per fiber strand of dark fiber, leased from the City. This fee includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. Subject to City approval or availability. Minimum 2-year lease.	\$365.75
Lateral Dark Fiber within City of Burlington Commercial use This is monthly billable fee per fiber strand of dark fiber, leased from the City. This fee includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. Subject to City approval or availability. Minimum 2-year lease.	\$209.00
Trunk Dark Fiber Local Government Agency, Inter-agency This is monthly billable fee per fiber, of dark fiber, leased from the City. This fee includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. This fiber is not for resale, reuse or sublease to any other organization. Subject to City approval or availability. Minimum 2-year lease.	\$209.00
Lateral Dark Fiber Local Government Agency with City of Burlington This is monthly billable fee per fiber, of dark fiber, leased from the City. This fee includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. This fiber is not for resale, reuse or sublease to any other organization. Subject to City approval or availability. Minimum 2-year lease.	\$104.50
City Lit Fiber on a VLAN, Commercial, Exclude ISP This is billable per fiber, per port, of lit fiber, on a VLAN leased from the city. This is a monthly recurring fee. This fee includes maintenance. Minimum 3-year lease. Excludes City GPON equipment.	\$287.38

Dark Fiber within City of Burlington Commercial Use This is a monthly billable fee per fiber, of dark fiber, leased from the City. Includes maintenance repair but not the termination equipment, installation fees, splicing fees, certification fees or permit fees. Subject to city availability and approval. Minimum 2-year lease.	\$365.75
City Lit Fiber on a VLAN, Local Government Agency This is billable per fiber, per port of lit fiber, on a VLAN leased from the city. This is a monthly recurring fee. This fee includes maintenance. Minimum 2-year lease.	\$78.38
CWDM or DWDM Fiber Strand, Commercial use Exclude ISP Per fiber strand, per splitter port, per wavelength channel of commercial lit CWDM or DWDM fiber, if ISP service contract non-existent. Monthly fee includes maintenance. Minimum 2-year lease excludes City GPON.	\$130.63
CWDM or DWDM Fiber strand, Local Government Agency Per fiber strand, per splitter port, per wavelength channel of commercial lit CWDM or DWDM fiber, if an inter-local agreement does not exist. Monthly recurring fee, including maintenance, excludes City GPON.	\$57.48

Full Cabinet Space Commercial This includes a 19" cabinet, restricted entry and 30 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 3-year lease.	\$522.50
Full Cabinet Space Local Government Agency This includes a 19" cabinet, restricted entry and 30 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 2-year lease.	\$209.00
Half Cabinet Space Commercial This includes a half 19" cabinet, restricted entry, 20 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 3-year lease.	\$313.50
Half Cabinet Space Local Agency This includes a 19" cabinet, restricted entry, 30 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 2-year lease.	\$156.75
One-Third Cabinet Space Commercial This includes 6U in a 19" cabinet, restricted entry, 15 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 3-year lease.	\$182.88
One-Third Cabinet Space Local Agency This includes 6U in a 19" cabinet, restricted entry, 15 Amps AC UPS Power with standby generator, located in the designated City Co-Location Facility. This is a monthly recurring fee. Minimum 3-year lease.	\$78.38

Rack-Unit Cabinet Space Commercial This includes the per 1U Rack space, restricted entry, no power, located in the City Co-Location facility. These Units are not guaranteed to be contiguous. This is a monthly recurring fee, or AC UPS Powered up to 100W \$100.	\$104.50
Rack-Unit Cabinet Space Local Agency This includes the per 1U Rack space, restricted entry, no power, located in the City Co-Location facility. These Units not guaranteed to be contiguous. This is a monthly recurring fee, AC UPS Powered up to 100W	\$36.58
Cabinet Setup Fee – Full This is a minimum billable per each installment and those requirements to install. This is a one-time startup fee.	\$313.50
Cabinet Setup Fee – One-half This is a minimum billable per each installment and those requirements to install. This is a one-time startup fee.	\$209.00
Cabinet Setup Fee – One-third This is a minimum billable per each installment and those requirements to install. This is a one-time startup fee.	\$104.50
Rack Unit Setup Fee – per RU (Rack Unit) This is a minimum billable per each installment and those requirements to install. This is a one-time startup fee, does not include terminations or installs.	\$104.50
Interconnect Fees This is billable per each cable (Simplex, Duplex, CATS, or CAT6) installed between units, beyond initial setup fee. This is a per incidence fee.	\$10.45
Labor – Standard This is beyond the initial setup fee and is billable per hour. This requires a 1 hr. minimum.	\$88.83
Labor – Overtime This is billable per hour when overtime is required for employees.	\$156.75