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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 10, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
 - c. Public Safety Committee (Report)
 - d. Port / City Liaison Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of March 3, 2025 (Action)
 - b. Approval of claims in the amount of \$835,226.19 (Action)
 - c. Special Event: Procession of the Species (Action)
 - d. Special Event: Luminary Light Parade (Action)
 - e. Contract Award: A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation #24-257-ERR-002 (Action)
 - f. Contract Award: Portable Generator for Water Pump Stations #25-084-ERR-001 (Action)
6. **Public Hearings**
 - a. * Public Hearing: Community Development Block Grant (CDBG) 2025 Action Plan (Discussion)
7. **Other Business**

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.

- a. * Property Tax Assessments (Discussion)
 - b. Solarize Skagit (Presentation)
 - c. Interlocal Agreement #25-064-IDS-001 with City of Mount Vernon for Mutual Assistance (Discussion/Action)
 - d. Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001 (Discussion/Action)
 - e. Interlocal Agreement #25-085-DEF-001 for Shared Indigent Defense Services (Discussion/Action)
8. **Adjournment**

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

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Anacortes City Council Minutes - March 3, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of March 3, 2025, at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Carolyn Moulton, and Bruce McDougall were present. Councilmembers Anthony Young, Christine Cleland-McGrath, and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that the 2026 Forest Plan update [public comment](#) is open until 5pm on March 4th and that the Forest Advisory Board will meet on Thursday, March 6th, to discuss the public comments that were received. He then announced that the First Friday Art Walk is this Friday, March 7th, and that Naval Air Station Whidbey Island will be making runway repairs to the east-west runway from March through November 2025, which will result in increased aircraft activity over Anacortes.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held February 27th. The topics discussed included the current customer count (~2,600 subscribers), take rate (52%), the fiber network expanded its download speed limit to 15 Gbps to better handle peak demand periods, a slowdown in installations over the past month due to freezing temperatures, a network construction update (70% complete), the coming increase of customer installations in the construction area, and the acquisition of a block of IPv4 addresses.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the upcoming Guemes Island Ferry haul-out that will last from March 15th through May 1st, for which the city will be mostly responsible for outreach efforts regarding the event. Mr. Walters added that different from previous haul-outs, there will be no diagonal parking along 6th Street, and H Avenue between 6th Street and 7th Street will remain open to two-way traffic. Ms. Moulton continued by announcing that on Wednesday, March 5th, there would be temporary no-parking zones due to the arrival of a home by barge in the Skyline area, and that the falcon that will be employed to deter seagulls from nesting on downtown buildings will come to a City Council meeting in the near future.

Parks & Recreation Committee

Mr. McDougall reported from the Parks and Recreation Committee meeting held February 27th. The topics discussed included the Depot Plaza expansion going out to bid in early summer, the Anacortes Community Forest Lands Plan being available for public comment via email and on March 6th at 6pm in the library community room, the West 6th Street and Minnesota Avenue park proposal, the Ship Harbor pedestrian trail restoration in cooperation with the Samish Indian Nation and the Port of Anacortes, and the ongoing compilation of the community needs assessment survey for the Senior Activity Center. He concluded by announcing that the Cap Sante Lookout ribbon cutting would occur on April 16th at 1:30pm.

Mr. Walters asked if there was any consideration of the impact of the planned pickle ball court installation on the tennis courts on 22nd Street on the surrounding neighborhood. Mayor Miller responded that the Parks and Recreation department is well aware of the associated challenges and will ensure that community voices will be heard on the matter.

Public Comment

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

David Speidel of Sequim, Washington addressed concerns about possible police misconduct in the Anacortes Police Department and evidence tampering by the Anacortes Municipal Court.

Consent Agenda

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

a. Minutes of February 24, 2025

b. Approval of claims in the amount of \$677,682.11

The following vouchers/checks were approved for payment:

EFT numbers: 111812 through 111862, total \$329,152.95

Check numbers: 111801 & 111863 through 111880, total \$319,407.36

Wire transfer numbers: 364595 through 364632, total \$29,121.80

Other Business

Finance Update

Finance Director Steve Hoglund provided a Finance Department update, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

Governmental and Enterprise Funds

- Are all funds included?
 - The firefighter's pension fund is not required to be included in the budget.
- Internal service funds
 - Information technology is part of the general fund, but is being considered for its own fund.
- Distinction between the 300-level construction fund and the 100-level road construction fund.
 - Generally, 300-level funds are temporary, whereas 100-level funds have dedicated revenue streams.
 - Benefit to creating a 300-level fund for utility construction to separate these expenditures from operating costs.

2024 Year-End Results

- Forest Endowment Fund
 - Do expenditures go directly to the Parks fund as revenue?
 - Code section governing that fund.
- Stockpiling funds for future projects - how is it invested?
 - Investments are outlined under state law.
 - Funds are pooled and redistributed to individual funds at investment maturity.

Mayor Miller invited members of the audience to comment on this agenda item.

Sherean McCool of Anacortes asked what fund name the museum would fall under. Mr. Hoglund responded that the museum resides under the general fund.

Linda Martin of Anacortes commented that the number that stood out for her was that \$2.6 million will be taken out of cash reserves to balance the budget for 2025, and that the Council should consider scaling back spending.

2024 Year End, 2025 Budget Fund Balance

- How budget cuts at the federal level might affect the city's finances.
- The amount of the 2025 fund balance is what is budgeted to be spent this year, not the remaining total fund balance.
- Solid waste fund solvency and rate adjustment strategy with the increased tipping fees.
- Revenue discussion to inform future budget planning.
- Federal Emergency Management Agency funding impact on 2025 budget fund balance.
- Inflation and other economic factors are not captured in the slides.
- Planned use of fund balance for projects is normal.
- What are the red flags?
 - Real estate excise tax
 - Parks, Library and Cemetery fund balances heavily reliant on property tax.

Impact Fees

- The source of street impact fees is development.
- The ability to charge delivery vehicle companies for road use.
- New basis for calculating impact fees based on square footage instead of dwelling unit.
- The source of impact fees in general is new development.
 - Pedestrian improvements must be tied to new development.
 - Use of impact fees for sidewalk improvements in the west streets and between Commercial and R Avenues.

Adjournment

There being no further business, at approximately 7:23 pm the Anacortes City Council meeting of March 3, 2025, was adjourned.

**The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for
City Council approval at the March 10, 2025 City Council meeting:**
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
364922	10/7/2024	12097	LEFEBER TURF FARM, LLC	HYDROSEEDING WTP GROUNDS	\$ 3,474.33	dwtp
364704	10/31/2024	53430	PACIFIC SECURITY	OCTOBER 2024 - SECURITY DETAIL	\$ 684.95	court
364909	11/30/2024	1616	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - NOV 2024	\$ 629.30	pw1
364912	11/30/2024	1617	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA- 4539-DR - NOV 2024	\$ 1,056.00	pw1
364905	11/30/2024	1619	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA- 4635-DR - NOVEMBER 2024	\$ 7,272.00	pw1
364913	11/30/2024	1621	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - NOVEMBER 2024	\$ 59,461.18	pw1
365082	12/19/2024	2024-1174	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - OCT-DEC 2024	\$ 746.00	hr
365083	12/20/2024	2024-1400	PUBLIC SAFETY TESTING, INC	POLICE CANDIDATE AGENCY TEST SITE ADD-ON	\$ 78.00	hr
364657	12/20/2024	62116	CITIES DIGITAL, INC.	LASERFICHE ANNUAL MAINTENANCE - DOCUSIGN, FORMS VIRUS SCAN, AND JIS INTEGRATION	\$ 2,741.76	legal
364910	12/31/2024	1658	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - DEC 2024	\$ 699.80	pw1
364907	12/31/2024	1661	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA- 4635-DR - DECEMBER 2024	\$ 8,424.00	pw1
364914	12/31/2024	1664	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - DECEMBER 2024	\$ 11,471.20	pw1

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365077	1/1/2025	324596	CIVICPLUS, INC.	CIVICPLUS WEB HOSTING FEES - CLOUDFLARE AND SSL MANAGEMENT - 1/1/25-12/31/25	\$ 846.46	infosys
365033	1/13/2025	506607964	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 335.50	publib
365042	1/13/2025	ReimbLindquist	LINDQUIST, THAD	DENTAL COPAY, LEOFF 1 RETIREE, LINDQUIST T	\$ 55.00	hr
365031	1/27/2025	506666203	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 31.43	publib
364911	1/31/2025	1692	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - JAN 2025	\$ 1,584.00	pw1
364908	1/31/2025	1694	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - JANUARY 2025	\$ 6,729.60	pw1
364903	1/31/2025	1695	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - JANUARY 2025	\$ 6,921.60	pw1
364915	1/31/2025	1702	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - JANUARY 2025	\$ 19,724.23	pw1
364916	1/31/2025	1717	WIDENER & ASSOCIATES	WHISTLE LAKE DAM HHPD RISK ASSESSMENT - JANUARY 2025	\$ 12,607.25	pw1
364931	1/31/2025	30981363	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 1/31/25	\$ 55,825.11	pw1
364890	2/1/2025	IS-0478	CITY OF MOUNT VERNON	2024 NET MOTION (WIRELESS SVCS FOR MDTs - POLICE AND FIRE)	\$ 11,833.42	apd
365062	2/3/2025	24553.00-5	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION - CONCEPTUAL/COST ESTIMATES - 1/1/25-1/25/25	\$ 2,477.80	parks1
365066	2/3/2025	24567.00-3	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 1/1/25-1/25/25	\$ 12,157.51	parks1
365032	2/5/2025	506713201	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 27.35	publib
364819	2/7/2025	31-C23117449	WILLIAMS, PATRICIA	REFUND AMBULANCE OVERPAYMENT C23117449	\$ 30.00	finance
364820	2/7/2025	31-C24056769	LEARY, JANICE	REFUND AMBULANCE PAYMENT C24056769	\$ 25.00	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
364656	2/11/2025	34336	TRANSPO GROUP USA, INC.	TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN THROUGH 1/31/25	\$ 10,788.75	pw1
365080	2/13/2025	(1) ARIV1012880	KCI TECHNOLOGIES, INC	2024 GIS CONTRACT SUPPORT - 2/1/24-1/31/25	\$ 4,915.00	pw1
364751	2/15/2025	3819	SKAGIT COUNTY SHERIFF'S OFFICE	RSA STABILIZATION - ADDITIONAL FINANCIAL CONTRIBUTION	\$ 23,822.22	apd
364891	2/17/2025	2466-1	MAKERS ARCHITECTURE	SHARPE'S CORNER SITE ANALYSIS AND OPTIONS - JANUARY 2025	\$ 5,246.25	plan
364944	2/17/2025	25-1465	GMCO CORP	SUPPLIES FOR STREET DEPT	\$ 5,239.11	dshop
364754	2/17/2025	ReimbSCHUH	SCHUH, SETH	REIMBURSEMENT FOR WORK BOOTS - SETH SCHUH	\$ 240.00	dwtpt
364821	2/18/2025	501421	THE LANGUAGE EXCHANGE INC	INTERPRETER SERVICES FOR COURT SESSIONS	\$ 330.00	court
365021	2/18/2025	RE 41 JZ2374 L005	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL (SOUTH COMMERCIAL PHASE 1) PROJECT	\$ 1,294.78	pw1
365022	2/18/2025	RE-313-ATB50218140	WASHINGTON STATE DEPARTMENT	R AVENUE PROJECT CONSTRUCTION ENGINEERING - WSDOT LA09912R	\$ 43.48	pw1
364943	2/21/2025	30028	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 406.04	dshop
364942	2/21/2025	30029	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 1,724.49	dshop
365064	2/21/2025	ReimbKorterud	KORTERUD, WAYNE D	VISION COPAY LEOFF 1 RETIREE, KORTERUD	\$ 422.97	hr
365030	2/24/2025	506800398	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 61.23	publib
365063	2/25/2025	20253530	DENBOW	PARKS WOOD CHIPS	\$ 5,375.68	parks1
364883	2/25/2025	01127915	TRI-TECH FORENSICS	DWI SPECIMEN KITS	\$ 129.48	apd
364653	2/25/2025	374478	BAY CITY SUPPLY	SUPPLIES FOR SHOP	\$ 4,599.04	dshop
365069	2/26/2025	10942294	NAVIA BENEFIT SOLUTIONS, INC	FEBRUARY FLEXIBLE SPENDING PARTICIPANT FEE	\$ 137.60	hr
364755	2/26/2025	11947	DH ENVIRONMENTAL INC	HAZWOPER TRAINING X 25	\$ 11,750.00	dwtpt
364902	2/26/2025	14389175	HACH COMPANY	CL17 REAGENT SETS X 36	\$ 3,017.67	dwtpt
364655	2/26/2025	24-042-FAC-0011	AXIOM DIVISION 7 INC SEATTLE	RETAINAGE RELEASE	\$ 77.63	pw1
364898	2/26/2025	25-05275	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR 00932	\$ 44.00	dwtpt
364899	2/26/2025	25-05278	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH	\$ 110.00	dwtpt
364940	2/26/2025	265777	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 633.20	dshop

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364753	2/26/2025	90209609	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,019.97	dwtp
365079	2/26/2025	INVUS281387	CELLEBRITE, INC.	CELLEBRITE DIGITAL FORENSIC TOOLS - 5/1/2025-4/30/2026	\$ 17,081.60	apd
364882	2/27/2025	00002311279	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 125.62	medic
364906	2/27/2025	20079729	MCKINSTRY	CITY FACILITIES CONDITION ASSESSMENT	\$ 41,560.00	pw1
364901	2/27/2025	25-05518	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtp
364894	2/27/2025	250208	T-SHIRTS BY DESIGN	HAT EMBROIDERY X 40	\$ 696.32	dwtp
364752	2/27/2025	374594	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 135.65	pwfac
364896	2/27/2025	374718	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 179.76	pwfac
364897	2/27/2025	374740	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 773.62	pwfac
364880	2/27/2025	IN2211800	MES SERVICE COMPANY LLC	ROPE RESCUE: HARNESES, ROPE, PRUSIKS,	\$ 1,113.81	medic
364881	2/27/2025	INV40332	SEAWESTERN, INC.	VULCAN 180 VEHICLE MOUNT SYSTEM	\$ 256.09	medic
364827	2/27/2025	Pay App 3	IRON HORSE LLC	2024 SANITARY SEWER LINE REHABILITATION	\$ 133,682.56	pw1
364900	2/27/2025	W488904	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,051.40	wdist
364756	2/27/2025	WA07-0000181052	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES	\$ 1,338.10	dwtp
365067	2/28/2025	305277	LAKESIDE INDUSTRIES, INC.	PARK MAINTENANCE SUPPLIES	\$ 202.57	parks1
364828	2/28/2025	0225	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - FEBRUARY 2025	\$ 420.00	pkrec
364895	2/28/2025	1765212	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 141.00	dwtp
364892	2/28/2025	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 1/31/25 - 2/27/25	\$ 11,763.05	dwtp
365075	2/28/2025	25-65056L	ENVIRO-CLEAN EQUIPMENT INC	STREET SWEEPER RENTAL - 2/28/25-3/29/25	\$ 12,001.00	pw1
365068	2/28/2025	281854	INFOSEND, INC.	FEBRUARY 2025 PROCESSING	\$ 4,760.44	finance
364885	2/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 2/28-3/27/25	\$ 98.15	apd
364824	2/28/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 2/28-3/27/25	\$ 92.11	finance
364919	2/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 2/28-3/27/25	\$ 83.07	dshop
364884	2/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 2/28-3/27/25	\$ 90.92	apd

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365071	2/28/2025	42753	ORCA INFORMATION, INC	BACKGROUND CHECKS(NEW HIRES AND VOLUNTEERS)	\$ 562.00	hr
365040	2/28/2025	5020121	UTILITIES UNDERGROUND LOCATION	FEBRUARY LOCATE TICKETS	\$ 207.90	dshop
364826	2/28/2025	6106547944	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 01-21 TO 02-20-25	\$ 1,250.32	dwwtp
365048	2/28/2025	IN961637	NOANET	PRIMARY DIA SERVICE - FEBRUARY 2025	\$ 3,511.43	fiber
364921	2/28/2025	Pay App 8	C JOHNSON CONSTRUCTION, INC	2024 WATERLINE REPLACEMENT PROJECT	\$ 16,327.50	pw1
365065	3/1/2025	148095	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 270.00	parks1
364887	3/1/2025	00005W5A83095	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-1-25	\$ 13.36	apd
365053	3/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	MARCH UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
365070	3/1/2025	1399577-0043-8	WASTE MANAGEMENT	FEBRUARY 2025 CONTRACTED SERVICES	\$ 155,201.84	finance
364879	3/1/2025	3439	OAB ENGINEERING, LLC	STA 3 INTERNET: MARCH	\$ 150.00	medic
364938	3/1/2025	5071046209	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC BLACK & COLOR	\$ 266.34	finance
365038	3/1/2025	ReimbRollo	ROLLO, JAMES	REIMBURSEMENT FOR WORK BOOTS - JAMES CALEB ROLLO	\$ 240.00	dwwtp
365041	3/2/2025	3509	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
365043	3/2/2025	3510	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 160.00	pubdef
365044	3/2/2025	3511	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
365045	3/2/2025	3512	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
365046	3/2/2025	3513	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 100.00	pubdef
365049	3/2/2025	3514	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
365051	3/2/2025	3515	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
365052	3/2/2025	3516	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	pubdef
365054	3/2/2025	3517	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 30.00	pubdef
365055	3/2/2025	3518	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
365056	3/2/2025	3519	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
365057	3/2/2025	3520	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 80.00	pubdef
365058	3/2/2025	3521	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 80.00	pubdef
365059	3/2/2025	3522	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
365060	3/2/2025	3523	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 320.00	pubdef
365061	3/2/2025	3524	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 280.00	pubdef
364917	3/3/2025	March 2025	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - MARCH 2025	\$ 7,041.66	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365074	3/3/2025	24553.00-6	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION- CONCEPTUAL/COST ESTIMATES - 1/26/25-2/22/25	\$ 5,266.47	parks1
365073	3/3/2025	24567.00-4	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 1/26/25-2/22/25	\$ 7,480.65	parks1
364893	3/3/2025	000636474	AMERICAN PUBLIC WORKS	RENEWAL FOR 3/1/2025-2/28/2026	\$ 919.00	dwtpt
364889	3/3/2025	10115-1	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A01200	\$ 169.73	apd
364937	3/3/2025	110092957	PUGET SOUND ENERGY INC	PSE - UTILITY POLE ATTACHMENT PROCESS AND ANALYSIS	\$ 40,988.09	fiber
364830	3/3/2025	16069	CHOICE GROUND CARE	FIBER IRRIGATION REPAIR~	\$ 130.83	fiber
365084	3/3/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 2-1 TO 3-3-2025	\$ 17.75	publib
365085	3/3/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 2-1 TO 3-3-2025	\$ 29.28	publib
364945	3/3/2025	20INV000697068	WASTEQUIP, LLC	PURCHASE OF DUMPSTERS	\$ 10,686.34	pw1
365089	3/3/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 2/1-3/3/25	\$ 12.36	dshop
365088	3/3/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/1-3/3/25	\$ 7.67	dshop
365035	3/3/2025	25-05943	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH	\$ 154.00	dwtpt
365036	3/3/2025	25-05945	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwtpt
365090	3/3/2025	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/8-2/6/25	\$ 105.74	dshop
365091	3/3/2025	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/30-2/27/25	\$ 51.11	dshop
364918	3/3/2025	FEB 2025	THE LAW OFFICE OF	PROS ATTY SERVICES-	\$ 8,700.00	attorney
364920	3/3/2025	FEB 25 CC	THE LAW OFFICE OF	PROS ATTY SERVICES- CC	\$ 1,650.00	attorney
365039	3/4/2025	1765831	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 464.00	finance
365037	3/4/2025	1765853	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 140.94	dshop
365020	3/4/2025	360-299-0973-1017915	ZIPLY FIBER	WWTP PHONE LINE 2/28-3/27/25	\$ 531.72	dwwtpt
364947	3/4/2025	934104448	GRAYBAR ELECTRIC COMPANY, INC	FIBER - 10G SPF 3HE050377AB-20-C	\$ 174.08	fiber
365023	3/4/2025	CL87743	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - FEBRUARY	\$ 24,382.07	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
365024	3/4/2025	ENO.DAA.LTAC2024	DOWNTOWN ANACORTES ALLIANCE	2024 CONTRACT LTAC ELVES NIGHT OUT	\$ 2,850.00	plan
365026	3/4/2025	INV40422	SEAWESTERN, INC.	12V DC SMART CHARGE	\$ 135.17	medic
364941	3/4/2025	RI106570072	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 3/1-5/31/25	\$ 130.56	finance
	Total				\$ 835,226.19	



City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Special Event: Procession of the Species

Staff Contact(s): Stephanie Snyder

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

Greg Francioch
John Coleman

Motion

Item Summary: Anacortes Earth Day is a joyful community celebration of our natural environment, from the forest to the sea. Folks come downtown to enjoy art, music, and street activities as we renew our commitment to protect the web of life. Many attendees are also participants – making their own costume or luminary or showcasing work they do in the environment.

The event will span two different activities. I am submitting these in two form submissions. This is the second of those submissions. Let me know if you would rather I combine them.

Saturday afternoon (4/26/2025), we will host the Procession of the Species and Environmental Street Fair. From 4-6pm 20+ local businesses and environmental organizations hosting activity booths. Examples from last year: Friends of the ACFL set up a Forest Discovery Corner. The City of Anacortes captivated kids with microscopic images of sewage bugs. The AHS Key and Green Clubs led crafts and facepainting for kids. We expect these booths to be concentrated on Commercial from 4th to 6th and on 5th street for the half block on each side of Commercial (leaving open the Post Office exit).

At 4PM on Saturday, local vintage and thrift shops will collaborate on a 'End Fast Fashion' Show in the middle of commercial just in front of the Platt building (south of 4th). At 4:45PM, the Procession of the Species will snake its way up and down the street in handmade costumes honoring the flora and fauna of the Pacific Northwest including: octopus, stellar jay, eelgrass, seals, bumble bees, mushrooms, salmon, kelp, jellyfish, and hummingbird. The route will span from 4th to 8th and include the two half blocks of 5th that are closed off. After the Procession ends, the participants and attendees will celebrate by dancing in shelter of the creative hub to the music of two local Jazz Bands - Barefoot Jazz and the AHS Jazz Band in the Creative Hub sheltered space.

The Saturday street closure should last from 2pm-7pm on the half block of 5th in front of the Creative Hub, and from 3-7pm on Commercial from 4th. The longer closure on 5th allows Environmental organizations to do a more elaborate setup time to get their exhibits moved in and out.

Last year, the city was able to help by putting the signs out well before the event and then we had volunteers manage the street during the events. We would very much appreciate that support again.

Budget Impact:

\$1250 Using one half of the allocated 2025 Lodging Tax Funds Grant for Earth Day

Previous Action: Approved in 2024

Recommended Motion: Approve

Alternative Actions: Modify or disapprove

Attachments (listed in order presented):

1. EarthDay.ProcessionOfTheSpecies.CityCouncilPacket2025



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 *

2/14/2025

Event Name *

Anacortes Earth Day - Procession of the Species and
Environmental Street Fair

Event Type

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

Applicant/Organization Name *

Downtown Anacortes Alliance

Mailing Address *

PO Box 703

Event Contact Person *

Jordan Hay

Event Contact Email *

jordanhay@downtownanacortes.org

Event Contact Phone *

2064995082

Event Website

AnacortesEarthDay.com

Estimated Number of Participants/Attendees *

400-1000 depending on weather

Event Description *

Anacortes Earth Day is a joyful community celebration of our natural environment, from the forest to the sea. Folks come downtown to enjoy art, music, and street activities as we renew our commitment to protect the web of life. Many attendees are also participants – making their own costume or luminary or showcasing work they do in the environment.

The event will span two different activities. I am submitting these in two form submissions. This is the second of those submissions. Let me know if you would rather I combine them.

Saturday afternoon (4/26/2025), we will host the Procession of the Species and Environmental Street Fair. From 4-6pm 20+ local businesses and environmental organizations hosting activity booths. Examples from last year: Friends of the ACFL set up a Forest Discovery Corner. The City of Anacortes captivated kids with microscopic images of sewage bugs. The AHS Key and Green Clubs led crafts and facepainting for kids. We expect these booths to be concentrated on Commercial from 4th to 6th and on 5th street for the half block on each side of Commercial (leaving open the Post Office exit).

At 4PM on Saturday, local vintage and thrift shops will collaborate on a 'End Fast Fashion' Show in the middle of commercial just in front of the Platt building (south of 4th). At 4:45PM, the Procession of the Species will snake its way up and down the street in handmade costumes honoring the flora and fauna of the Pacific Northwest including: octopus, stellar jay, eelgrass, seals, bumble bees, mushrooms, salmon, kelp, jellyfish, and hummingbird. The route will span from 4th to 8th and include the two half blocks of 5th that are closed off. After the Procession ends, the participants and attendees will celebrate by dancing in shelter of the creative hub to the music of two local Jazz Bands - Barefoot Jazz and the AHS Jazz Band in the Creative Hub sheltered space.

The Saturday street closure should last from 2pm-7pm on the half block of 5th in front of the Creative Hub, and from 3-7pm on Commercial from 4th. The longer closure on 5th allows Environmental organizations to do a more elaborate setup time to get their exhibits moved in and out.

Last year, the city was able to help by putting the signs out well before the event and then we had volunteers manage the street during the events. We would very much appreciate that support again.

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 *

4/26/2025

Time Event Starts *

4:00:00 PM

Date Event Ends *

4/26/2025

Time Event Ends *

6:00:00 PM

Date Street Closure Starts *

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

4/26/2025

Time Street Closure Starts *

2:00:00 PM

Date Street Closure Ends *

4/26/2025

Time Street Closure Ends *

7:00:00 PM

Event Location *

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

On Commercial from 4th to 8th. (4th and 8th to remain open). Plus 5th avenue for half a block on each side of Commercial. (Post Office exit to remain open)

Parking Location

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

No public parking areas requested.

Event Map (optional)

Upload one or more maps of the event

[Post office exit to remain open \(...\)](#) 296.78KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[indemnification form Updated 3...](#) 127.36KB

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

Jordan Hay

Admin Review

Council Meeting Date *

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

3/10/2025

Staff Review Deadline *

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

3/3/2025

Administrator comments and conditions of approval

Note this event is 1 of 2 events (Other event: Luminary Light Parade) which will have the road closure continuing this same day, until 9pm at the end of the Luminary Light Parade on a separate application

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 *

For this length of an event we would ask the participants to periodically check and empty garbage cans on Commercial Avenue as needed. They could put the garbage in the dumpster behind City Hall as needed.

Police Department will provide the following services for this event:

Regular police services

Police Department concerns, objections, or conditions of approval *

None

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

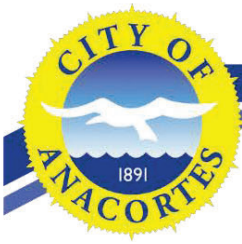
Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

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





SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 2/14/2025

Jordan Hay
Executive Director Downtown Anacortes Alliance

Name and Title – Printed

Name and Title – Printed

Jordan Hay
Signature

Signature



City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 5.d.

Agenda Item Title: Special Event: Luminary Light Parade

Staff Contact(s): Stephanie Snyder

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

Greg Francioch
John Coleman

Motion

Item Summary: Anacortes Earth Day is a joyful community celebration of our natural environment, from the forest to the sea. Folks come downtown to enjoy art, music, and street activities as we renew our commitment to protect the web of life. Many attendees are also participants – making their own costume or luminary or showcasing work they do in the environment.

The event will span two different activities. I am submitting these in two form submissions. This is the second of those submissions. Let me know if you would rather I combine them.

Saturday afternoon (4/26/2025), we will host the Procession of the Species and Environmental Street Fair. From 4-6pm 20+ local businesses and environmental organizations hosting activity booths. Examples from last year: Friends of the ACFL set up a Forest Discovery Corner. The City of Anacortes captivated kids with microscopic images of sewage bugs. The AHS Key and Green Clubs led crafts and facepainting for kids. We expect these booths to be concentrated on Commercial from 4th to 6th and on 5th street for the half block on each side of Commercial (leaving open the Post Office exit).

At 4PM on Saturday, local vintage and thrift shops will collaborate on a 'End Fast Fashion' Show in the middle of commercial just in front of the Platt building (south of 4th). At 4:45PM, the Procession of the Species will snake its way up and down the street in handmade costumes honoring the flora and fauna of the Pacific Northwest including: octopus, stellar jay, eelgrass, seals, bumble bees, mushrooms, salmon, kelp, jellyfish, and hummingbird. The route will span from 4th to 8th and include the two half blocks of 5th that are closed off. After the Procession ends, the participants and attendees will celebrate by dancing in shelter of the creative hub to the music of two local Jazz Bands - Barefoot Jazz and the AHS Jazz Band in the Creative Hub sheltered space.

The Saturday street closure should last from 2pm-7pm on the half block of 5th in front of the Creative Hub, and from 3-7pm on Commercial from 4th. The longer closure on 5th allows Environmental organizations to do a more elaborate setup time to get their exhibits moved in and out.

Last year, the city was able to help by putting the signs out well before the event and then we had volunteers manage the street during the events. We would very much appreciate that support again.

Budget Impact:

\$1250 utilizing one half of the 2025 Lodging Tax Funds grant for Earth day.

Previous Action: Approved in 2024.

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. Luminary Light Parade.EarthDay.CityCouncilPacket



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 *

2/14/2025

Event Name *

Anacortes Earth Day - Luminary Light Parade

Event Type

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

Applicant/Organization Name *

Downtown Anacortes Alliance

Mailing Address *

PO Box 703

Event Contact Person *

Jordan Hay

Event Contact Email *

jordanhay@downtownanacortes.org

Event Contact Phone *

2064995082

Event Website

AnacortesEarthDay.com

Estimated Number of Participants/Attendees *

400-1000 depending on weather

Event Description *

Anacortes Earth Day is a joyful community celebration of our natural environment, from the forest to the sea. Folks come downtown to enjoy art, music, and street activities as we renew our commitment to protect the web of life. Many attendees are also participants – making their own costume or luminary or showcasing work they do in the environment.

The event will span two different activities. I am submitting these in two form submissions. This is the first of those 2. Let me know if you would rather I combine them.

On Friday evening (4/25/2025) after sunset (8:15pm) the Luminary Light Parade will dazzle onlookers as over 100 colorful, glowing sculptures of animals, flowers, and celestial bodies, take to the street, winding a path up and down Commercial from 4th to 8th avenue. Culminating in a celebration at Rockfish Grill for folks who participated in the parade. The luminaries will line up at 7pm in the Majestic, Majestic Parking Lot, and on Commercial in front of the Majestic.

The Friday street closure should last from 7 pm to 9pm.

Last year, the city was able to help by putting the signs out well before the event and then we had volunteers manage the street during the events. We would very much appreciate that support again.

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 *

4/25/2025

Time Event Starts *

8:00:00 PM

Date Event Ends *

4/25/2025

Time Event Ends *

9:00:00 PM

Date Street Closure Starts *

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

Time Street Closure Starts *

4/25/2025

7:00:00 PM

Date Street Closure Ends *

4/25/2025

Time Street Closure Ends *

9:00:00 PM

Event Location *

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

On Commercial from 4th to 8th. (4th and 8th can remain open).

Parking Location

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

No public parking areas requested.

Event Map (optional)

Upload one or more maps of the event

[Post office exit to remain open \(...\)](#) 296.78KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[indemnification form Updated 3...](#) 127.36KB

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Insurance

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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

Jordan Hay

Admin Review

Council Meeting Date *

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

3/10/2025

Staff Review Deadline *

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

3/3/2025

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 *

We ask that the event empty the trash cans along Commercial after their event to avoid overflowing cans.

Police Department will provide the following services for this event:

Regular police services

Police Department concerns, objections, or conditions of approval *

None

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

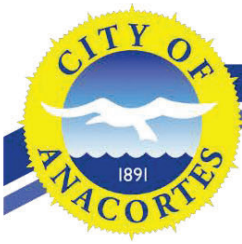
Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

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





SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 2/14/2025

Jordan Hay
Executive Director Downtown Anacortes Alliance

Name and Title – Printed

Name and Title – Printed

Jordan Hay
Signature

Signature



City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 5.e.

Agenda Item Title: Contract Award: A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation #24-257-ERR-002

Staff Contact(s): WiL Ludemann, Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$80,198.66 to VECA Electric & Technologies to perform the A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation. This contract is for the equipment and labor required to properly remove and install newly purchased generators.

Background:

1. **History:** This contract will remove two old generators that have exceeded their useful lifecycle and install newly purchased generators at the A Avenue and The Pointe water booster stations. The old generators will be sold at auction, and the new generators will be included in the replacement program on a 20-year lifecycle. These are standard replacements and it is essential to install the new generators to keep our water system functioning.
2. **Key Terms:**
 - Contract is for a fixed price of \$80,198.66.
 - All physical construction activities shall be completed by December 31, 2025 from the first working day following the Notice to Proceed.
3. **Competitive Bidding:** On February 12, 2025 the City [solicited bids](#) for the subject project and on February 25, 2025 a bid opening was conducted and 2 bids were received. VECA Electric & Technologies was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	VECA Electric & Technologies
Contract Amount	\$80,198.66
Earmarked Funds	\$80,198.66
BARS #	501.790.594.48.60
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	December 31, 2025

Previous Action: At the [10/14/2024](#) meeting Council approved contract [24-257-ERR-001](#) with Cummins, Inc. for the purchase of two new generators to replace the ones at A Avenue and The Pointe water booster stations.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-257-ERR-002 with VECA Electric & Technologies in the amount of \$80,198.66 to perform the A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation - 24-257-ERR-002
2. 24-257-ERR-002



CITY OF ANACORTES

WASHINGTON

BID TABULATION - BID DATE 2/25/25

A Ave/Pointe Water Booster Stations Generator Replacement Project - Installation #24-257-ERR-002		VECA Electric & Technologies		Summit Construction Group Inc.	
ITEM	DESCRIPTION	COST		COST	
1	A Ave/Pointe Water Booster Stations Generator Replacement Project - Installation as detailed in the Invitation to Bid #24-257-ERR-002	\$73,712.00		\$100,000.00	
		Subtotal:	\$ 73,712.00	Subtotal:	\$ 100,000.00
		8.8% Sales Tax:	\$ 6,486.66	8.8% Sales Tax:	\$ 8,800.00
		TOTAL BID:	\$ 80,198.66	TOTAL BID:	\$ 108,800.00

denotes bid price correction based on correct sales tax calculation



CONTRACT #24-257-ERR-002
Between
THE CITY OF ANACORTES
AND
VECA ELECTRIC & TECHNOLOGIES

A AVE/POINTE WATER BOOSTER STATIONS GENERATOR REPLACEMENT PROJECT – INSTALLATION

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as “City”) and Veca Electric & Technologies, a private company at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as “Contractor”).

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled “A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation” #24-257-ERR-002”, which is hereby incorporated by reference and made a part hereof.
2. **Price and Payment Terms.** The Total Contract Price is **Eighty Thousand One Hundred Ninety-Eight Dollars and Sixty-Six Cents (\$80,198.66)**. The Contractor’s bid schedule is incorporated by reference and attached hereto as Exhibit A.
3. **Time of Completion.** All physical construction activities shall reach substantial completion by December 31, 2025. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Wil Ludemann (360) 299-1515.
5. **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.
6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, 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

Mayor

Date

Contractor:
VECA Electric & Technologies

Date

Contractor License #

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 is February 25, 2025. 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. 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.

3. 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:

1. All liens placed against the project have been released.
2. 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.

4. 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.

5. 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).

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

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

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. 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.

18. Insurance.

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

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

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

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

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

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24. The City's Right to Terminate Agreement.

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

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

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

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

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

28. Disputes

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

B. Notice of Potential Claims: The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the 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.

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

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

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

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

33. Survival of Contract Termination. The provisions of the following paragraphs, 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.

34. 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:

VECA Electric & Technologies
3950 Hammer Drive, Suite 109
Bellingham, WA 98226
contracts@veca.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).

TO: City of Anacortes
(City or Owner):

FROM: Bidder: VECA Electric & Technologies :

PROJECT: 24-257-ERR-002

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to achieve Substantial Completion of the work by December 31, 2025.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work.

Line	Description	Cost
1	A Ave/Pointe Water Booster Stations Generator Replacement Project – Installation as detailed in the Invitation to Bid #24-257-ERR-002	\$ 73,712.00
Subtotal:		\$ 73,712.00
8.8% Sales Tax:		\$ 7,486.66
Total:		\$ 80,198.66

ADDENDUMS: Bidder acknowledges review of all Addenda through No. N/A

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

BID DEPOSIT: A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: VECA Electric & Technologies

Contact Name: Tim Grieb

Mailing Address: PO Box 48678

City, State, Zip: Seattle, WA 98108

Business Telephone: 360-988-1756 Cell Phone: 206-586-2153

Email Address: service@veca.com

Contractor's State License No: VECAEET8210Q

UBI Number: 601-190-731

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.



<u>02/24/2025</u> Date	<u>Laura Rannow</u> Name of Bidder	<u>Chief Administration Officer</u> Title
	 <u>Signature of Bidder</u>	

Laura Rannow
Print Name



City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 5.f.

Agenda Item Title: Contract Award: Portable Generator for Water Pump Stations #25-084-ERR-001

Staff Contact(s): Andrew Rheume

<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 \$104,484.99 to Cummins, Inc. for the purchase of a portable generator for the water pump stations. The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. **History:** This generator allows us to run both Gibraltar Road and Fidalgo Bay Estates water pump stations in the event of a power outage. Through the new acquisition of South Fidalgo area the Gibraltar pump station was added to our distribution system. Not having a generator back up at this location leaves us vulnerable for tank fill in this area. These systems are set up to pump to fill our reservoirs and then be able to provide water for a couple days to the area. This allows us to move this portable generator to each location and maintain our system. This is a new equipment purchase that will be entered into the Equipment replacement fund for future replacement.
2. **Key Terms:**
 - Total contract price of \$104,484.99 which includes \$8,450.99 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2-3 weeks after receipt of purchase order. Equipment: Current lead-time is 17-18 weeks on the gen Cabinet after submittal approval and release for production.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$104,484.99
Earmarked Funds	\$104,484.99
BARS #	401.740.594.34.63
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 25-084-ERR-001 with Cummins, Inc. in the amount of \$104,484.99 for the purchase of a portable generator for the water pump stations.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 25-084-ERR-001



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 25-084-ERR-001 Portable Generator for Water Pump Stations

VENDOR: CUMMINS INC.
Will Jameson
1030 SW 34th Street
Renton, Washington 98057

Email: William.jameson@cummins.com
Phone: (971) 291-2228

Date: March 10, 2025

Contact: WiL Ludemann
Department: Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

LEAD TIME:

Submittals: Typical submittal lead time is 2-3 weeks after receipt of purchase order.

Equipment: Current lead-time is 17-18 weeks on the gen Cabinet after submittal approval and release for production.

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused C100D2RE, Diesel Genset, 50/60Hz, 100kW, as specified in Exhibit A to be delivered FOB Destination Freight Prepaid to Public Works Operations Department, 2201A 37th St, Anacortes, WA 98221 This Work is subject to: - Exhibit A -Specifications - Exhibit B - Special Provisions - Exhibit C - Sourcewell Contract #092222-CMM The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	EA	\$96,034.00	\$96,034.00
Sum Total					\$96,034.00
Sales Tax @ 8.8%					\$8,450.99
Total Price					\$104,484.99

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

CITY OF ANACORTES

CUMMINS INC.

Matt Miller, Mayor

Date

Date

Purchase Order #25-084-ERR-001
Exhibit A – Specifications

Item	Description	Qty
1	Sourcewell Pricing per Contract # 092222-CMM	1
2	C100D2RE, Diesel Genset, 50/60Hz, 100kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C100D2RE, Diesel Genset, 50/60 Hz, 100kW, Standby-Rental Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Barrel Lug Connection Coolant Heater Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Cam Lock Distribution Panel - U.S. Rental Auxiliary DEF Connections Paralleling Harness	1
3	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included. Flatbed delivery is available for an additional charge.	1
4	Startup and System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1

QUOTE TOTAL (without sales tax): \$ 96,034.00



**PURCHASE ORDER #25-084-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM**. The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence**. In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #25-084-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery**. Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **Vendor Bears Risk**. The risk of loss or damage shall be borne by Vendor at all times until the Acceptance of the Goods or Services by City. Delivery of items specified by the Project Manager as the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

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

6. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Vendor shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

7. **Withholding Payment**. In the event the City determines that the Vendor has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Vendor the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Vendor to terminate or damages, provided that the City promptly gives notice in writing to the Vendor 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 Vendor 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 Vendor acts within the times and in strict accord with the provisions of the Disputes clause of this PO. 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 PO, 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 Vendor, (3) to set off any amount so paid or incurred from amounts due to become due the Vendor. In the event the Vendor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Vendor by reason of good faith withholding by the City under this clause.

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

9. **Inspection**.
A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. 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 Vendor may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Vendor of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Vendor and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

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

B. No Limitation: The Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor 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 Vendor shall obtain insurance of the type and coverage described below:

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

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

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

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

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

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

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

I. Failure to Maintain Insurance: Failure on the part of the Vendor 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 Vendor 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 Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

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

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

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

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Vendor defaults by failing to perform any of the obligations of the PO 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 Vendor in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Vendor shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Vendor. The Vendor 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 Vendor 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 PO 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 PO is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Vendor to perform services in addition to those listed in this PO, and Vendor 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 PO. 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 Vendor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

19. **Disputes**

A. **General:** Differences between the Vendor and the City, arising under and by virtue of this PO 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 PO.

B. **Notice of Potential Claims:** The Vendor 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 Vendor 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 Vendor 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. Vendor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

20. **Force Majeure.** 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 Vendor shall have no recourse against the City.

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

22. **Compliance with Laws.** The Vendor in the performance of this PO 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 PO to assure quality of services.

23. **Severability.** If any term or condition of this PO 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 PO are declared severable.

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

25. **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

VENDOR:
Cummins Inc.
Will Jameson
1030 SW 34th Street
Renton, Washington 98057
William.jameson@cummins.com

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Vendor by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Vendor's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

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: March 10, **Agenda Item:** 6.a.
2025

Agenda Item Title: Public Hearing: Community Development Block Grant (CDBG)
2025 Action Plan

Staff Contact(s): Stephanie Snyder, John Coleman

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

Item Summary: The framework and goals that support the 5-Year Consolidated Plan for the Community Development Block Grant are achieved through CDBG Annual Action Plans. In year 3 of the 2023-2027 CDBG Consolidated Plan, 2025, the city anticipates a similar amount to the 2024 grant of \$106,279, which was allocated to the City of Anacortes by the Department of Housing & Urban Development (HUD). Expenditure of these funds must meet HUD's national objectives, while aligning with the objectives in the City's 5-Year Consolidated Plan. Notice of Fund Availability and application period were published in the Anacortes American. The [draft 2025 Annual Action plan](#) can be reviewed on the CDBG page on the City Website. A paper version of the draft 2025 Annual Action Plan is posted on the Planning Message Board on the main floor of City Hall. The public is encouraged to review and share thoughts, opinions or comments on the draft. Notices of the public comment period and public hearings for the draft 2025 Annual Action Plan were published on the City's website on January 30th, 2025 and published twice in the Anacortes American beginning Feb 5th, 2025.

Tonight is the first of two required public hearings on the draft 2025 Annual Action Plan. A second public hearing in front of the City Council is scheduled for April 21, 2025. The Council may take action after the second public hearing.

Budget Impact:
Estimated \$106,279 based on 2024 grant year.

Previous Action:

Recommended Motion: No Motion today.

Alternative Actions:

Attachments (listed in order presented):

1. Draft 2025 CDBG Action Plan
2. 2025 CDBG Action Plan Presentation

Consolidated Plan



City of
Anacortes
Washington

2025 Action Plan

Covering the period from July 1, 2025-June 30, 2026

A component of the 2023-2027 Consolidated Plan:
Year 3

City of Anacortes
Washington

Official Public comment period open from
March 15, 2025-April 15, 2025
30 day requirement of HUD

Comments will additionally be published if received by the city between the two public hearing dates on March 10th, 2025 and April 21, 2025

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

1. 1. Introduction

The City of Anacortes approved the 2023-27 Consolidated Plan on February 27, 2023. This plan was amended in 2024 to add to our 5-year goal to assist in the support of persons with disabilities. This amendment has since been approved by HUD.

Since its adoption, the following have occurred:

The Annual Action Plan for 2024, was submitted through the online software system of U.S. Department of Housing and Urban Development (HUD), referred to as "IDIS". HUD approved last year's action plan for 5 projects.

2025 is the third year under the 2023-2027 Consolidated Plan. New activities selected for funding in the Plan are based on a solicitation of proposals. Funding sources for these activities include CDBG funds, as well as local city funds, (Housing Levy, Real Estate Excise tax, and general funds.) Since the COVID-19 Pandemic, special HUD allocations are also included as carryover funds. Much of the CDBG Covid Funds have been expended, with little balance remaining. The City, under contract with a local non-profit organization, shall continue to utilize the COVID Funds for cold-weather shelter until the remaining balance has been drawn down fully.

2. Summarize the objectives and outcomes identified in the Plan

- One housing preservation project will support the continuing existence of affordable housing in the community that houses low-income citizens with affordable housing.
- Fund a maintenance request for the replacement of outdated fire safety equipment at our local emergency housing campus.
- Rental Rehabilitation distribution for a new start-up non-profit with the intention of creating long term housing for adult persons with disabilities.
- Allocating 15% of the 2025 CDBG Grant allocation to Public Services serving LMI persons.

3. Evaluation of past performance

Under the current five-year consolidated plan:

Annual Action Plan
2025

1

The 2023 Consolidated Annual Performance Evaluation Report (CAPER) has been submitted and approved by HUD.

The City and their subrecipients were successful in the completion of the two activities projected and undertaken for the 2023 Action Plan and has distributed the funds accordingly. The larger project will be shown and reported on in the 2024 CAPER. There was an uncontrollable delay with contractors, and the activity was completed after the reporting cutoff for the end of grant cycle reporting. We are currently in our 2024 grant year with five activities. At the time of this plan, 4 of the 5 activities have been completed and we do anticipate the 5th activity to be completed to be reported upon prior to the next CAPER cycle. We are excited to report that the funds have been utilized, and we have made excellent progress utilizing our funds to the very best of our ability to help the most citizens with the CDBG grant allocation. We anticipate reporting on 6 completed activities for the next CAPER cycle.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In development of the 2025 Action Plan, the City of Anacortes advertised 2 public hearings and an open comment period with the first public hearing on March 10, 2025, and the last public hearing April 21, 2025. The 30-day window of requirement shall be officially between March 15, 2025, to April 15, 2025, however, any comments that come in starting March 10th and up to April 18th, 2025 shall be published and shared with City Council to consider for their approval. The notices for the public comment period and public hearings have been advertised in the Anacortes American. The notice for the 30-day comment period and Public Hearing was published twice beginning on January 30th, 2025, and again on February 5th, 2025 with Skagit Valley Publishing in the local newspaper the Anacortes American. Additionally, the announcement was posted to our city website on January 29th as a Notice of Funding Application period continuing to February 21, 2025. This was posted in hard copy at Anacortes City Hall on the Planning Dept Announcement board. An in-person workshop was held at City Hall on February 18th, 2025, to assist those that may be new to the application process and answer any questions. We closed the application period on Feb 21, 2025, at 4pm. The funding recommendations were announced on March 10th, 2025. The allocation to the City of Anacortes for 2024 was \$106,279 and we are working with that amount as a base estimate for funding amounts. This amount may be changed by HUD, and we will not be notified until after our submission of our 2025 Action Plan what the amount may be.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

TBD at end of Public Comment period on April 21, 2025.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

DRAFT

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		ANACORTES	Planning, Community & Economic Development

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Stephanie Snyder

Community Development & Housing Coordinator

Planning and Community Development Department City of Anacortes

PO Box 547 - Anacortes, WA 98221 Phone: 360-293-1907

E-mail: stephanies@anacorteswa.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Anacortes is interactive with its local citizens and community care partners. Each month the city holds a committee meeting, Housing Affordability and Community Services Committee. This has 3 elected Council Members, the PCED Director, and the administrator of these weekly meetings is the Community Development Coordinator, who also serves as the Housing Division Coordinator for the City. This meeting is open to the public and is also well attended by community care partners. This helps to keep information throughout the city consistent while also showing all of us where the greatest needs are and sharing our accomplishments.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The monthly HACS committee at the city is open to the public, in person and virtually. CDBG Items are discussed at the HACS Committee.

The guests who regularly attend are representatives from our local Community Action, Salvation Army, Volunteers of America, The Anacortes Family Center, the local Fire and Police Chiefs as well as the leader from the Anacortes Health Council as well as other non-profit care teams in our local city.

In addition to hosting HACS Committee meetings, the Council members also attend outside care partner meetings to bring information back to share to the City Council and the HACS Committee.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In 2024, Skagit County enacted a new intake system so those that need assistance can dial "211". This call center is run by the local Volunteers of America division in Western Washington and allocates care needs to our care partners, while tracking through HMIS. This has worked well so far and has been in place for about 14 months. The local care partners work closely together, and we all support each other and provide a lot of assistance to our community to meet their needs. In January 2025 a Point in Time count was conducted by this agency and we are awaiting results. Once reviewed by the state, we will know more about the improvement or worsening of the unsheltered persons population numbers by summer, 2025.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

We are not using ESG funds in 2025.

6. Agencies, groups, organizations and others who participated in the process and consultations

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Anacortes Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A regular attendee at city meetings regarding housing. We communicate monthly if not more often.
2	Agency/Group/Organization	Anacortes Family Center
	Agency/Group/Organization Type	Services – Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment Services – Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs – Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A regular city participant in our regular housing committee. This agency usually has a minimum of one staff member, sometimes more than the committee meetings keeping us updated on activity levels.

3	Agency/Group/Organization	SKAGIT COUNTY COMMUNITY ACTION AGENCY
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency meets the city at the local housing committee each month. Additionally, the agency is active in a larger part of the county consortium.
4	Agency/Group/Organization	The Salvation Army
	Agency/Group/Organization Type	Services – Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health

What section of the Plan was addressed by Consultation?	Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Non-Homeless Special Needs
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We work with the Salvation Army to take care of cold weather shelter. They often attend our committee meetings and as staff we visit their facility as well to see what the programs look like. The leaders of our local station are very communicative and interactive with the city and the citizens of our area.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative

AP-12 Participation – 91.401, 91.105, 91.200€

6. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

This year we advertised in the newspaper, posted to our website, installed hard copies to City Hall's planning board and announced open application periods in local care partner meetings, as well as in our Housing Action and Community Development meetings. Previous applicants were notified via email that this period was open to all.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	One application resulted – HACS Committee			
2	Internet Outreach	Non-targeted/broad community	One application resulted – Website			
3	Newspaper Ad	Non-targeted/broad community	Two Applications as a result			
4	Email previous applicants	Non-targeted/broad community	Two applications resulted			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c)(1,2)

Introduction

For CDBG Grant Year 2025, the City anticipates a similar sum to last years grant amount, \$106,279. We will carry forward a balance from 2023 in the amount of \$143 and any unspent remainder of 2024 funds of which activities are still in process.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	106,279.00	0.00	26,893.00	133,172.00	0.00	We are still completing activities for the 2024 grant year. We have a balance from 2023 of \$143 and a project awarded that has not begun, however expect to see completion by the end of the grant year, June 30, 2024. This is still a draft in the works and these numbers are subject to change slightly very soon.

Table 5 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

All the applicants are non-profit organizations who additionally qualify for local housing levy's, state and other federal programs. We assist where we can help with the highest needs utilizing our Community Development Block Grant funds where we can meet needs that qualify for CPD program qualifications.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

We will not be utilizing any funds for publicly owned land in our jurisdiction this year.

Discussion

In the 2025 CDBG Grant year: The recommendations to Council for approval shall be as follows:

Public Services: \$15942

Administration: \$21256

Capital Improvement \$69081

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3)&€

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation – Public Housing	2023	2027	Affordable Housing Public Housing	Tracts 940600 & 940500	Housing Authority – Rehabilitation	CDBG: \$54,797	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 22 Households Assisted
2	Homeless/Assist Special Needs Populations	2023	2027	Homeless Non-Homeless Special Needs Non-Housing Community Development	Tracts 940600 & 940500	Homelessness/Assist Special Needs population Housing Authority – Rehabilitation	CDBG: \$5,314.00	Rental units rehabilitated: 1 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation – Public Housing
	Goal Description	Provide new roof on Site 3 Anacortes Housing

2	Goal Name	Homeless/Assist Special Needs Populations
	Goal Description	• A new agency formed this year called Able Housing. This is specifically formed to assist in the permanent housing needs of adult disabled persons. Many of the adult persons with disabilities in our community have caregivers (sometimes parents) that are aging out of the ability to continue to give care. To keep life and the community these disabled citizens familiar and keep them in our hometown of Anacortes, this agency has acquired one home with the intention of having multiple homes in our community for these individuals. • Provide funding to update the fire safety equipment in our local emergency and short-term shelter campus in Anacortes. The Fire Marshall stated that the equipment was outdated and needed to be replaced for safety. • Provide Public Service funds to continue to fund the programs for the long-term goal of helping individuals and families get into and remain in long term secure housing, find jobs and learn resources available to them.

AP-35 Projects - 91.420, 91.220(d)

Introduction

- New roof on Site 3, Anacortes Housing Authority
- Rental rehabilitation, Able Housing
- Rental rehabilitation, Anacortes Family Center

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

- To maintain and preserve long-term low-income housing with a new roof for 22 households.
- To assist a new non-profit with a small amount to qualify for HTF funds to increase their funding growth potential for housing disabled adults.
- To preserve safety in our largest low-income short term and emergency housing campus in Anacortes by replacing outdated fire safety equipment.
- To continue to fund programs in Anacortes that assist citizens and families to become independent and learn the resources available to them.

AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date	Estimate and that from activ
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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Tracts 940600 & 940500	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

This is the geo locate center of the City of Anacortes where the low to moderate affordable housing is concentrated, as well as non-profit care organization offices.

Discussion

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Discussion

- ❖ The city has adopted a Housing Action Plan, 2023, and adopting the changes to implement in our zoning codes. Anacortes was recognized by the state government and using our city as an example for doing so.

We are a smaller community, and the affordable housing inventory is low. The planning team has been working diligently to align to the Housing Action Plan to make a difference in our community to offer more affordable housing.

Examples:

- ✓ Restriction of short-term rentals in the city, so there is more available long-term housing.
- ✓ Rezone parts of the city to encourage multi family building.
- ✓ The city is currently working on their 20-Year comprehensive plan which is due next year.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs:

- 20-year Comp Plan underway, reviewing zoning and changes that may be made to accommodate more housing

Actions planned to foster and maintain affordable housing

- Working with our local organizations with taxes levied for housing to accomplish building and maintaining more and affordable housing

Actions planned to reduce lead-based paint hazards

- Environmental reviews are conducted on each dwelling to certify that any dwelling units built in 1978 or earlier are remediated for safety prior to funding.

Actions planned to reduce the number of poverty-level families

- Continue to fund community-based organizations with general funds and work with NorthStar, an organization built in our county to assist a healthy culture, from mental health, rehabilitation, housing, food and employment needs. Continuing to share resources for our most vulnerable citizens.

Actions planned to develop institutional structure

- Working with North Star organization at the county level.
- Continue to work with the State dept of commerce to work on new programs and funding if they are a fit for our city.
- Working in our local level with our elected officials at regular meetings and invite the public and all care organizations.

Actions planned to enhance coordination between public and private housing and social service agencies

- Offering builders tax exemptions for qualifying housing
- Offering no fee utility hookups for multi family affordable housing
- Created a resource wall of information at City Hall to assist anyone with needs
- Provide a meeting with the housing coordinator for individuals that need assistance to help them get to the correct resource.

Discussion

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed

❖ *Zero. We have no program income.*

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan

❖ *Zero. We have no Section 108 loan balances.*

3. The amount of surplus funds from urban renewal settlements

❖ *Zero. We have no surplus funds from settlements.*

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

❖ *Zero. We have no unused funds.*

5. The amount of income from float-funded activities

❖ *Zero. We have no program income from float-funded activities.*

Total Program Income=0

Other CDBG Requirements

Discussion

DRAFT

Attachments

DRAFT

Citizen Participation Comments

2025 Annual Action Plan

CDBG Entitlement

A portion of the 2023-2027 Consolidated Plan

Citizen Participation Comments:

This is a draft of the submission of the CDBG Annual Action Plan. The public hearing for comments begins March 15, 2025, and ends on April 15, 2025.

This document shall be replaced with public comments at the end of the public hearing cycle.

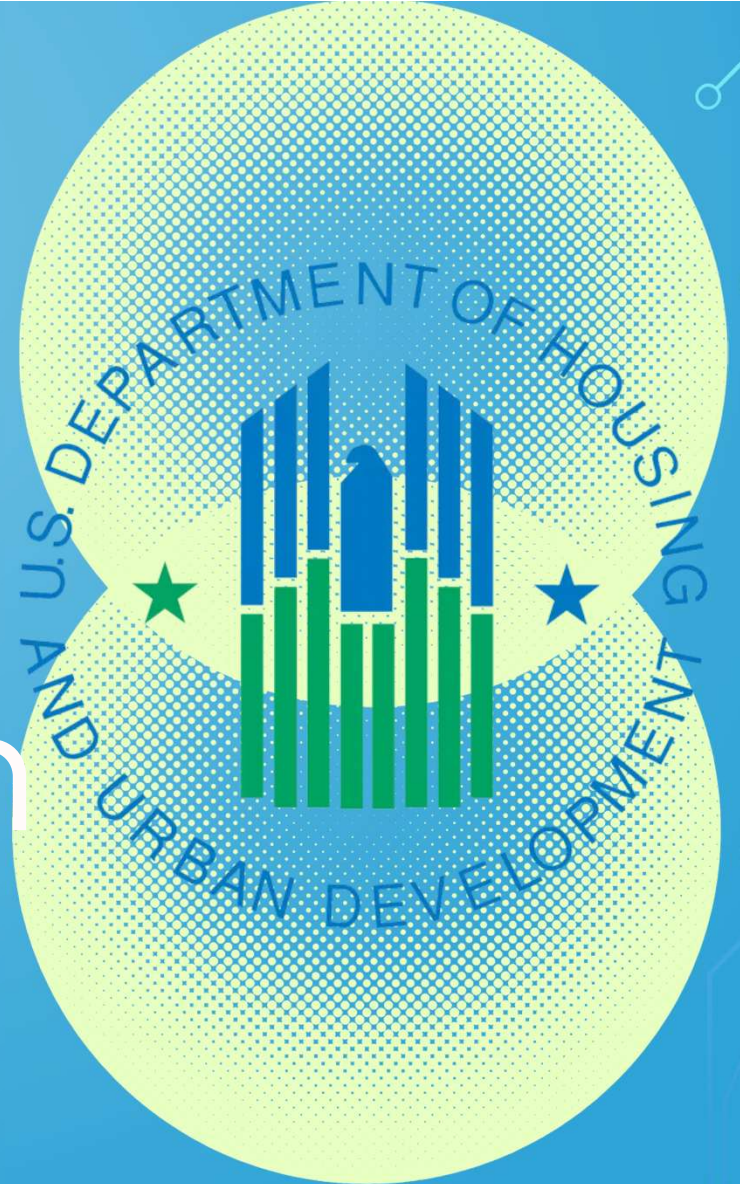
DRAFT

CITY OF ANACORTES



CDBG 2025

2025 CDBG Draft Action Plan



What is CDBG?

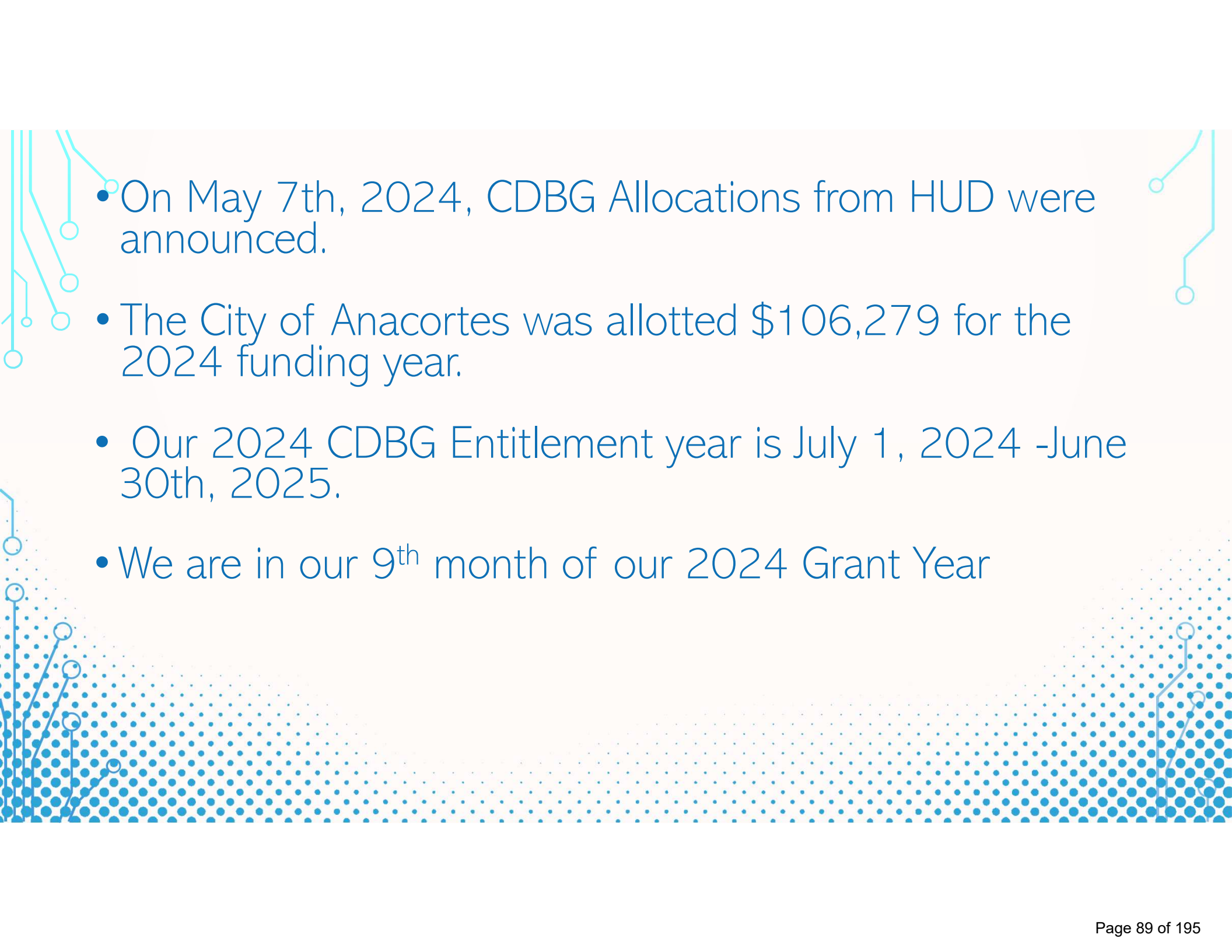
The Community Development Block Grant (CDBG) is one of the longest running programs of the U.S. Department of Housing and Urban Development, funds local community development activities with the stated goal of providing affordable housing, anti poverty programs and infrastructure development.

FUN FACT!

Anacortes is the 7th smallest grantee of CDBG in the U.S.

Anacortes CDBG Grant Funding Applications Received 2025:

Improvement	Public Services 15% CAP ALLOWABLE
Anacortes Housing Authority \$100,000 Site 3 New Roof	Anacortes Family Center 15% Public Service Programs
Able Housing \$27,105 Rental Rehabilitation	Community Action of Skagit County \$15,000
Anacortes Family Center \$8,972 Fire Equipment Replacement	Salvation Army \$15,000

- 
- On May 7th, 2024, CDBG Allocations from HUD were announced.
 - The City of Anacortes was allotted \$106,279 for the 2024 funding year.
 - Our 2024 CDBG Entitlement year is July 1, 2024 -June 30th, 2025.
 - We are in our 9th month of our 2024 Grant Year

Recommended 2025 CDBG Allocations: Based on \$106,279 2024 Grant Amount

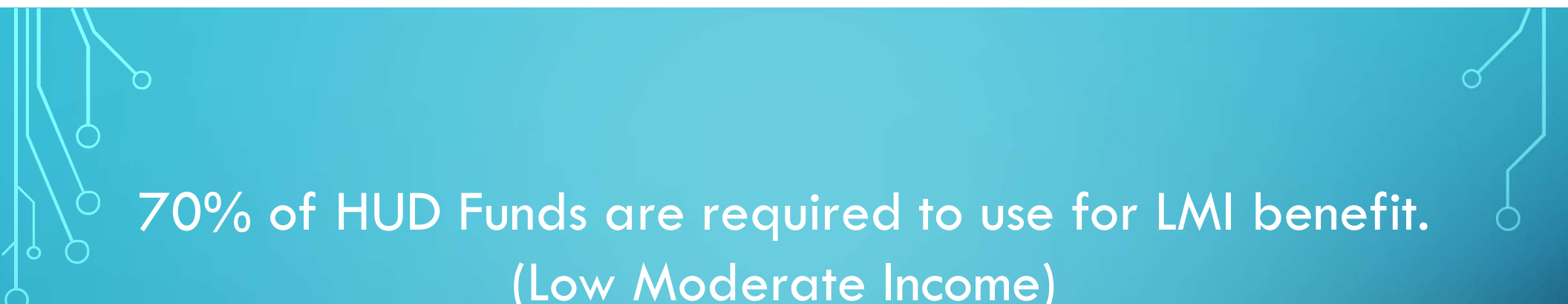
Organization	Amount requested	Recommended Allocation	Grant Portion
Able Housing	\$27,105	\$5,314	5%
Anacortes Family Center	\$15,942	\$15,942	15%
Anacortes Family Center	\$8,972	\$8,972	8%
Anacortes Housing Authority	\$100,000	\$54,795	52%
Administration Anacortes	\$21,256	\$21,256	20%

Determining Factors:

One Public Services request application received was not qualifiable due to already receiving funds from the City.

Another Public Services request application received did not have allowable use for public funds.

Administration Fees are expected in the amount of 20% each reporting year.



70% of HUD Funds are required to use for LMI benefit.
(Low Moderate Income)

80% of the 2025 CDBG Grant Year Allocation
recommendation will meet the requirements.

**2024
Funds:
\$106,279**

**2021
FUNDS
\$33,819**

**2022
FUNDS
\$17,649**

**TOTAL FUNDS:
\$ 157,747**

**Public Services AFC
\$15,942**

**Curb Cuts:
Disabled Access
24th & H
\$33,819**

**Floor Repair &
Replacement:
Permanent
Shelving:
Salvation Army
\$25,000**

**Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649**

**Roof Removal &
Replacement,
facia, gutters and
caps:
Anacortes
Housing Authority
\$65,337**

ANACORTES

2024

ANACORTES

ACTION

ANACORTES

PLAN

2023
Funds
\$143

2021
FUNDS
\$0

Current TOTAL FUNDS:
26,713

Underway:
Floor Repair &
Replacement:
Permanent
Shelving: Salvation
Army
\$26,570

2024 Funds:
\$26,570

2022
FUNDS
\$0

Curb Cuts:
Disabled Access
24th & H
\$33,819

COMPLETED

Public Services AFC
\$15,942

COMPLETED

Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649

COMPLETED

Roof Removal &
Replacement,
facia, gutters and
caps:
Anacortes
Housing Authority
\$65,337

COMPLETED

ANACORTES

2025

ANACORTES

ACTION

ANACORTES

PLAN

**Exterior
Maintenance for
AFC Temporary
Shelter: Housing
\$17,649**

DONE!





**Site 2: 2024
Roof Removal &
Replacement, fascia, gutters
and caps:
Anacortes Housing Authority
\$65,337
DONE!**





**Site 1: 2023 Funds
Reporting for 2024
Roof Removal & Replacement,
facia, gutters and caps:
Anacortes Housing Authority
DONE!**





Curb Cuts:
Disabled Access
24th & H
DONE!



Our CDBG Team



MATT MILLER
MAYOR



JOHN COLEMAN
PCED DIRECTOR



Melinda Suit
FINANCE LEAD



STEPHANIE SNYDER
PCED COORDINATOR

Keep in Touch

Get the latest information and updates about our CDBG program.

 904 6th Street, Anacortes, WA 98221

 360.293.1907

 stephanies@cityofanacortes.org





City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 7.a.

Agenda Item Title: Property Tax Assessments

Staff Contact(s): Steve Hoglund

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Presentation
Steve Hoglund	

Item Summary: Skagit County Assessor, Danny Hagen, will give a presentation on how property taxes are administered in Skagit County and Washington State.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Update from the County Assessor for Anacortes 2024
2. Inflation Adjusted Levy Rate

Update from the County Assessor for Anacortes

By Danny Hagen, IAAO-P
Skagit County Assessor
2/18/25





What we will cover

- 3 biggest positives of property tax
- Washington State's budget-based tax system
- Assessed value changes in the Anacortes area
- Re-inspection of Anacortes School District was completed in 2024
- Street-view imagery
- Senior Citizen or Disabled Person exemption program
- Outreach offerings



Positives of Property Tax



2025 Real Estate Tax Statement		
Account Number	Owner Information	Site Address
Parcel ID: P56056 Xref ID: 3772-167-002-0005	WALTERS RYAN R 1803 10TH ST ANACORTES, WA 98221	1803 10TH STREET Anacortes, WA
Property Description		
LOTS 1 AND 2, BLOCK 167, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON. - Abbreviated Legal Description, click the Assessment Details link above for viewing the full LEGAL DESCRIPTION		
Select Tax Statement Year 2025 - Current Year ▼ Select Current Year for current and delinquent taxes.		2025 First Installment DUE by APRIL 30: \$2,805.89 2025 Second Installment DUE by OCTOBER 31: \$2,805.84
2025 Property Tax, Assessments, and Fees		
Tax District	Rate	Amount
MEDIC 1 SERVICES	0.4700	\$349.16
SKAGIT COUNTY	0.9097	\$675.83
ANACORTES	1.3119	\$974.62
FIDALGO PARK & RECREATION DISTRICT	0.0922	\$68.48
HOSPITAL DISTRICT 2	0.6119	\$454.59
CONSERVATION FUTURES FUND	0.0312	\$23.19
PORT DISTRICT 1	0.1562	\$116.04
STATE LEVY	2.2571	\$1,676.77
SCHOOL DISTRICT 103	1.7089	\$1,268.05
Special Assessment and Fees		
SKAGIT CONSERVATION DISTRICT		\$5.00
2025 Property Tax, Assessments, and Fees Total:		\$5,611.73
2025 Summary		
Levy Code:	0900	
Levy Rate:	7.5471	
Land Market Value:	\$318,000.00	
Building Market Value:	\$424,900.00	
Total Market Value:	\$742,900.00	
Taxable Value:	\$742,900.00	
General Tax:	\$5,606.73	
Special Assessment/Fees:	\$5.00	
2025 Total Due:	\$5,611.73	
2025 Amount Paid:	\$0.00	

- #1 Transparency
- #2 Local accountability
- #3 Efficiency

WASHINGTON'S BUDGET BASED PROPERTY TAX SYSTEM

$$\text{Assessed Value} \times \text{Levy Rate} = \text{Taxing District's Budget}$$



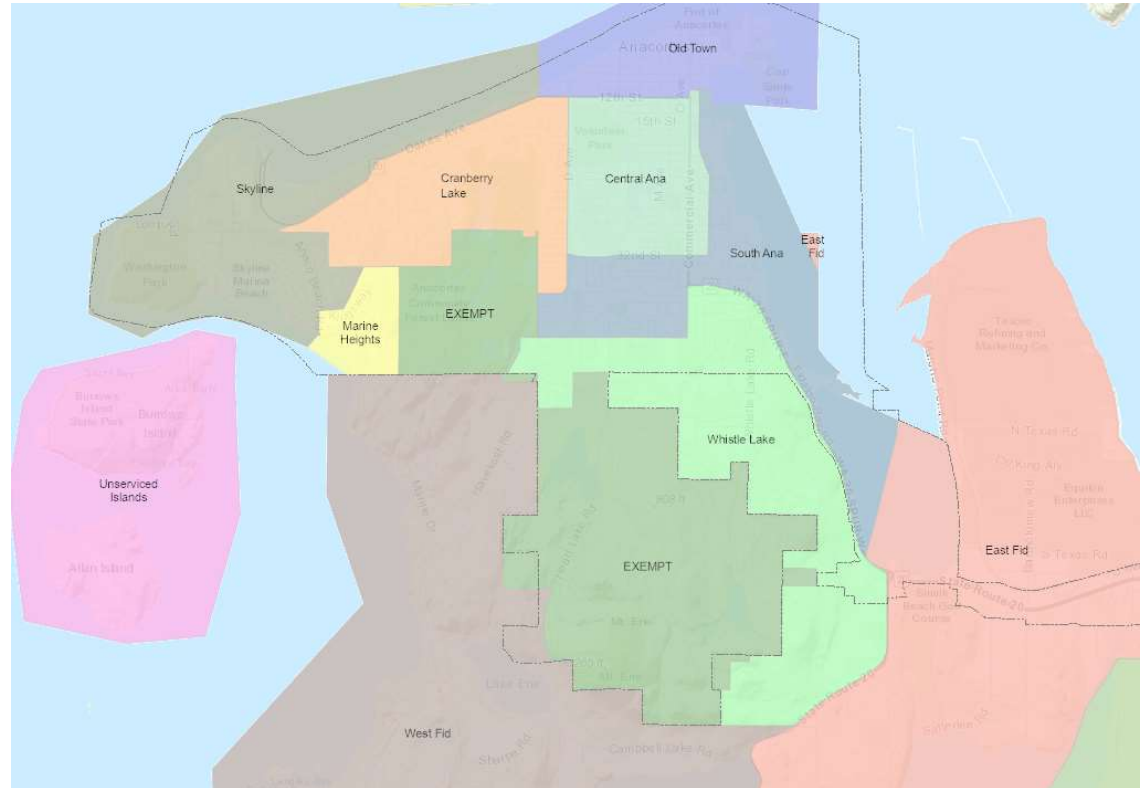
Budget constrained

- 1% increase year over year
- Plus new construction value added to the district
- Unless voter approved levy is passed
- ***Caveat*** Parts I and II of State School levy was rate based 2018 through 2021 @ equalized \$2.70 per thousand of AV



Value changes in Anacortes

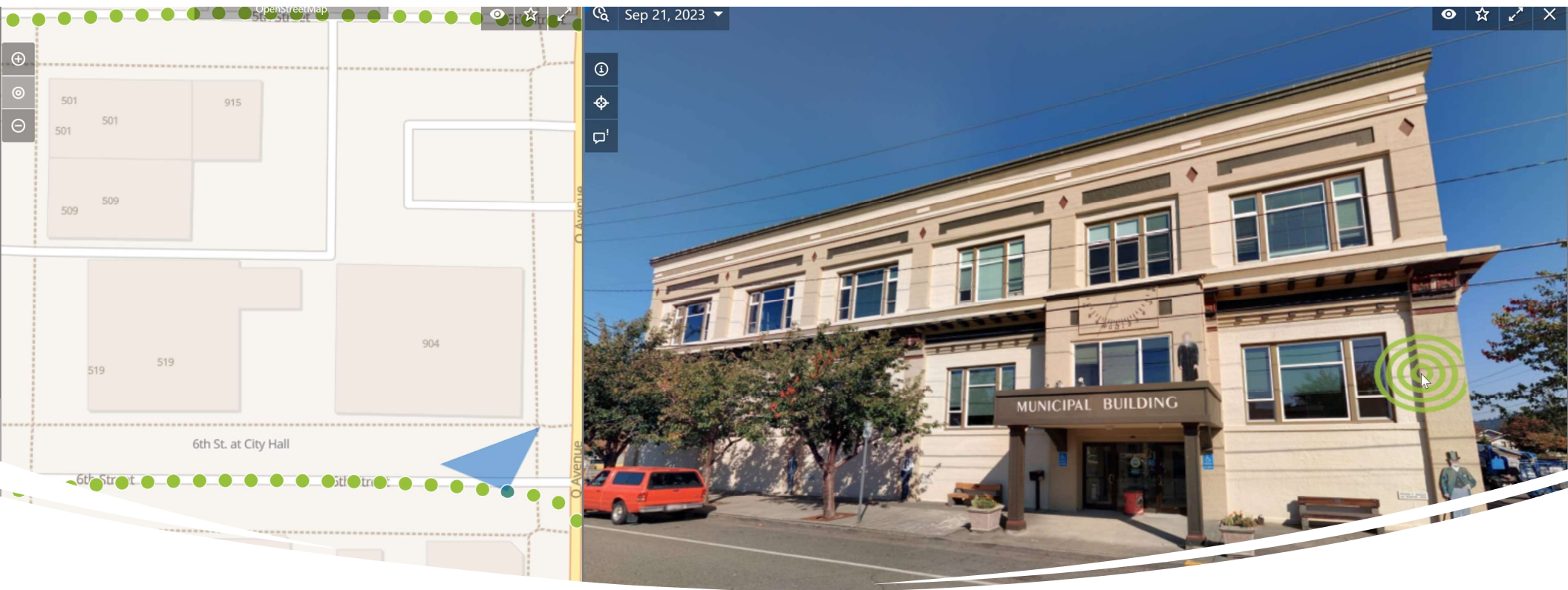
- ASD average residential increase was approx. 6%
- North and Central neighborhoods values increase 10%+
- South neighborhood and non-waterfront Guemes residential went down in values
- In commercial values, overall values weren't drastically changed. However, commercial land values did increase considerably due to sales of bare land off Commercial Avenue.



Re-inspection of Anacortes School District

- 13,710 residential parcels and close to 2,900 commercial and industrial parcels
- 8 residential appraisers and 2 commercial appraisers
- Appraisers are well marked and approachable
- Use of imagery to include pre-inspections
- Goal is accurate property data





Street view imagery

- Contract with Cyclomedia
- Drove Cities of Anacortes and Sedro-Woolley and communities of Clear Lake and Big Lake in fall of 2023
- Large efficiency gains and data accuracy improvements in Anacortes reval
- Looking to continue this moving forward and looking for collaboration from other jurisdictions



Senior Citizen and Disabled Persons exemption program

- “State tax system is a three-legged stool...” Rick Stuart
- This program brings equity to our senior population
- Looking for help in getting the word out
- Income threshold is currently \$48,000 and is adjusted every 3 years



Outreach offerings

- Senior and Disabled Persons exemption
- Property Tax as a Good Tax
- How are Assessed Values Calculated
- Destroyed Property / Disaster Preparedness
- Coffee with the Assessor
- Anywhere else I am invited ☺



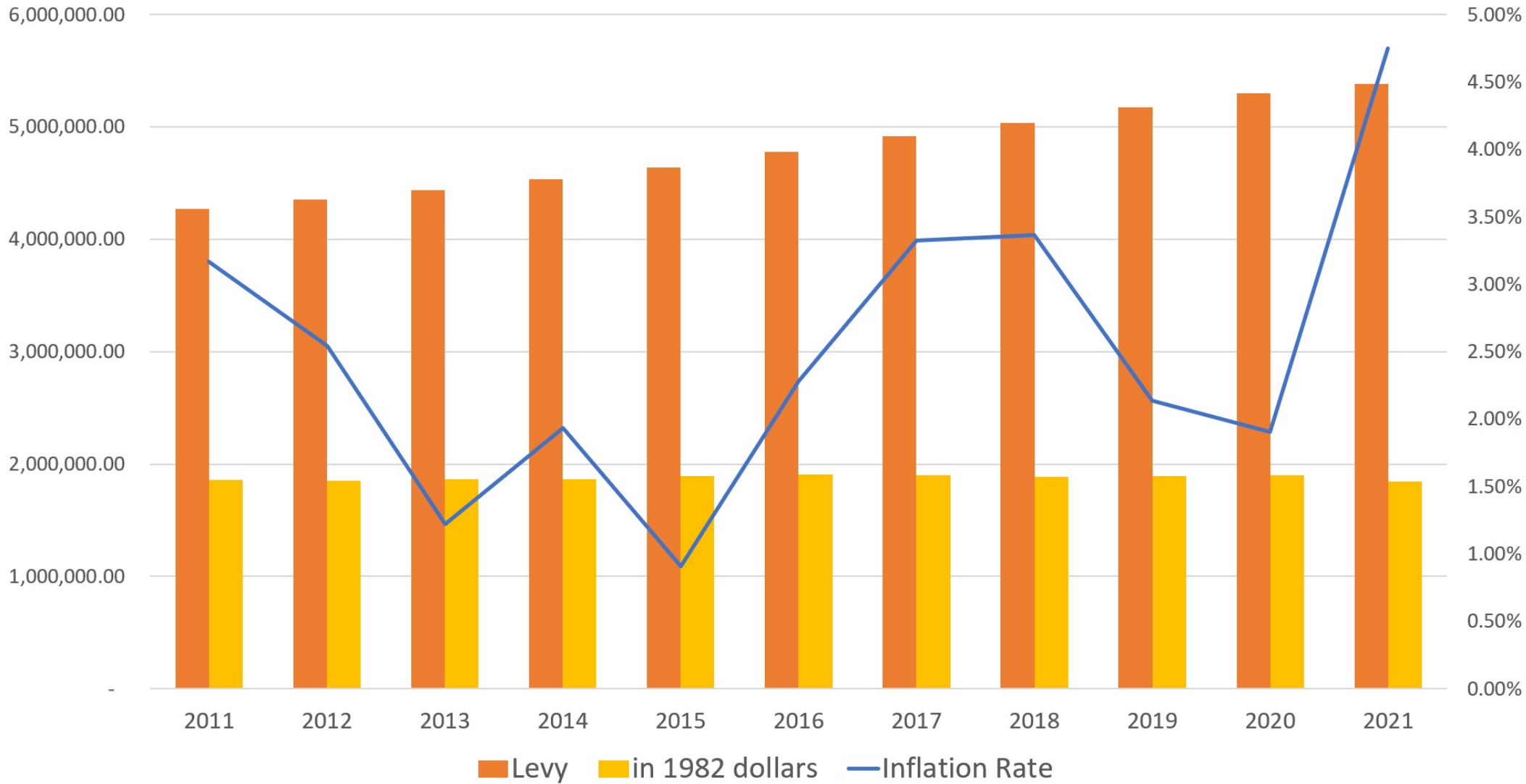


Any questions?

Danny Hagen, IAAO-P
Skagit County Assessor
dhagen@co.skagit.wa.us
(360)416-1792



Anacortes Property Tax Levy (Inflation Adjusted)





City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 7.b.

Agenda Item Title: Solarize Skagit

Staff Contact(s): Matthew Miller

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jennifer Tottenham	Presentation
Matthew Miller	

Item Summary: Solarize Skagit Presentation

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Solarize Skagit Presentation



Solarize Skagit
City of Anacortes

Skagit Valley Clean Energy Alliance

- We are a 501 c(3)
 - We are a 501 c(3) non profit whose purpose is promoting local and regional renewable energy.
 - We do this through:
 - Solarize Campaign
 - Grants for public buildings
 - Public Education





Our Partner: Olympia Community Solar

501c(3) non-profit

**Mission: an equitable and
accessible transition to
clean energy.**



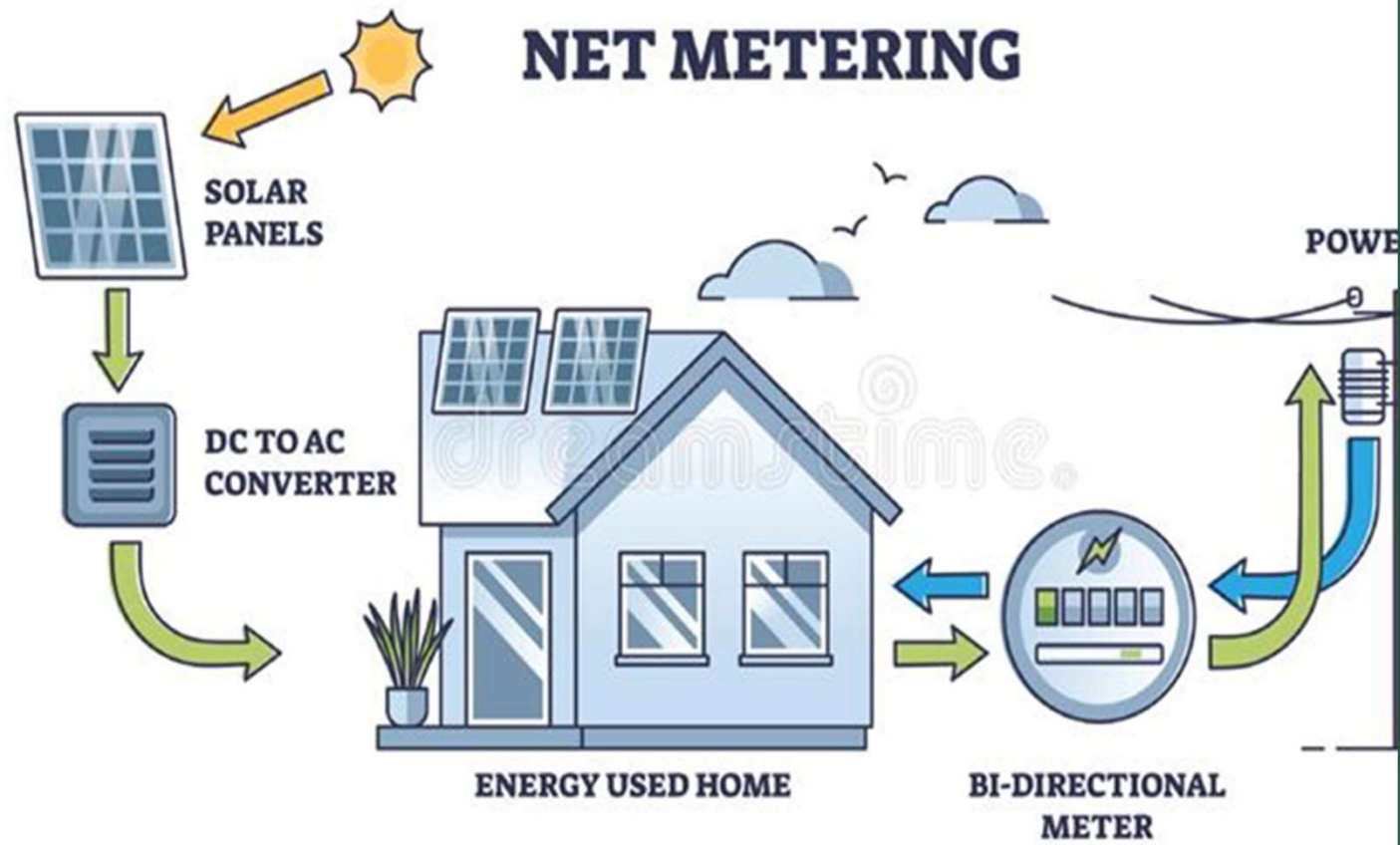


What we will cover:

- How net metering works
- About the Solarize Campaign
- 2024 Results
- 2025 Timeline and Enrollment
- How the city of Anacortes can support us



How does net metering work?



What are the benefits of the Solarize Program?



Solarizeskagit.org

Tried and True



Solarize Queen Anne

2012 - 56 Installations

237 kW



Solarize Mercer Island

2014 - 47 Installations

320 kW



Solarize Whatcom

2016 - 48 Installations

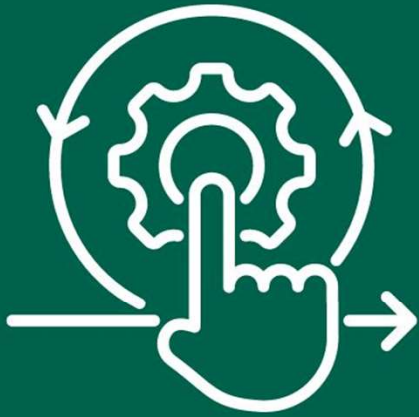
340kw



Solarize

Benefits

Simplicity



Affordability



Security



Solarizeskagit.org

Sign up
online

Simple- One Stop Shopping



Assessment

Your installer will schedule a solar assessment. Be sure to have a copy of your energy bill available.

Quote

Your installer will send a quote that includes payback period & total savings.

Installation

Installation date will be scheduled. Some installers have several months of queued work.

Generation

Start generating clean energy savings!

Enroll via our online form @ solarizeskagit.org

Affordable



Qualify for a 30% Federal Tax Credit

No WA state sales tax

Limited time group purchase rate

Financing available



Solarizeskagit.org

Return on Investment Scenario

Electrical use:

Typical 1700 sf home in Skagit County uses 13,200 kWh/year. = \$1,717/year

With Solarize

For 13,200 kWh/year you need 12 kWh of solar @ \$2.45/watt = \$29,400

Subtract 30% tax incentive - \$8,820

Total: \$20,580

*This year solar bids prices



Solarizeskagit.org

Return on Investment

Electric bill is reduced to \$84/ year. \$1,717 minus \$84
Savings is \$1632 annually

\$20,580 solar investment divided by annual savings (\$20,580/
\$1,632) = **ROI in 12.6 years.**

- 25 year Solar Warranty
- PLUS: Added home value with solar is 4.1% *

*According to a study done by Zillow



Solarize Skagit

Secure



SVCEA with Olympia Community Solar:

- Pre-vets and selects qualified solar contractors
- Negotiates special pricing
- Conducts a time-limited campaign
 - Host the enrollment process,
 - communicate with partners, and
 - evaluate performance.

14



2024 Summary

County-wide

- 150 sign ups
- 17 installations
- 155.27 kW converted through solar

City of Anacortes

- 57 sign ups
- 4 installation

15



Solarize Skagit

Past Challenges

- 1.Late start getting inserts in utility bills
- 2.Many cannot afford the upfront cost
- 3.Some homes are not conducive to solar

16

Solarizeskagit.org

2023 Solar Installations



Anacortes



Mount Vernon



La Conner

[Solarizeskagit.org](https://solarizeskagit.org)

2024 Solar Installations



Anacortes



La Conner



Bow

Solarizeskagit.org

Solarize 2025



- Lower PV (solar) Cost: \$2.45/watt down from 2.81/watt in 2023
- 100% Washington- Silfab in Burlington
- Financing – Partner with Puget Sound Cooperative Credit Union for reduced rate loans
- Expanded Campaign to include Cities of Bellevue, Redmond, Issaquah, Mercer Island, Sammamish, Kirkland



Solarize Skagit

Additional Services



- Battery Backup
- Level 2 Electric Vehicle Charger (240 volt)
- Home Energy Audit
 - Community Energy Challenge
 - Opportunity Council and Sustainable Connections



Solarizeskagit.org

Solarize Skagit Campaign Timeline



Solarize Skagit

**We will support 50 homes
and/or businesses to
install solar in Skagit
County**

Solarizeskagit.org

February 2025

Secure group purchasing contracts

March 1, 2025

Campaign Launch

April 12- Kick off at Maple Hall, La
Conner; 10:00 am

March - July 4th 2025

Outreach & Enrollment

March 2025 - Dec 31, 2025

Installation

Next Steps

- We want your help get the word out through your communication channels
- Work with your utility bill mailing and printing service to get an insert into the April bill.



Solarizeskagit.org

Contact Us

Skagit Valley Clean Energy Alliance

Mary@SVCEA.org

(360) 391-0544

Solarizeskagit.org





City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 7.c.

Agenda Item Title: Interlocal Agreement #25-064-IDS-001 with City of Mount Vernon for Mutual Assistance

Staff Contact(s): Andrew Rheume

<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 enter into an interlocal agreement with the City of Mount Vernon (MV) to provide mutual assistance on projects, work and services. Such work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: small chip-sealing, road striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc.; other services as may be requested.

Background: This agreement provides flexibility in our partnership with the City of Mount Vernon. Both agencies have similar staff skill sets and equipment assets and will benefit from sharing resources when needed. The first project COA is planning to request MV to perform is "long line" road paint striping this spring. Work will be performed on prearranged weekends utilizing MV staff and paint machine. They will work alongside our own crew to paint our long sections of road paint. The City has an aged paint striper that we have struggled getting clean straight lines with for the past couple years. In our research to find a suitable replacement unit we checked out MV's machine. Their machine was great and according to them could do Anacortes long lines in about 2 days of painting. The estimated cost of a new machine was close to \$400,000. Work would be performed at their convenience on weekends at the end of their painting season, likely one day for white and one day for yellow is all that's needed, at an estimated cost of \$750/hour x 10 hours with no material costs.

Key Terms:

- Term is for 60 months from contract execution, unless terminated sooner.
- Neither party is required to perform work and or services requested by the other party.

- Work performed, and materials/equipment provided to the other party shall be reimbursed at the actual cost incurred, plus an additional 10% of the total cost shall be added for overhead costs.
- An individual Request for Work, or a proposed change to a Request for Work, that exceeds an estimated cost of Forty-Five Thousand Dollars (\$45,000) must be approved by the Requesting Party's City Council.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 25-064-IDS-001 between the City of Anacortes and the City of Mount Vernon.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-064-IDS-001

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF ANACORTES
AND
CITY OF MOUNT VERNON**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, a Washington municipal corporation (herein "Anacortes") and CITY OF MOUNT VERNON a Washington municipal corporation (herein "Mount Vernon") pursuant to the authority granted by state law including Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Anacortes and Mount Vernon may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties". In consideration of the following, the Parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow each Party to provide mutual assistance and perform work and services for the other Party (herein the "Project[s]"), pursuant to and subject to the terms of this Agreement. Such Project work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: small chip-sealing, road striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc.; other services as may be requested. Neither Party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

2. MECHANISM FOR REQUESTS:

2.1 Request to Conduct Work. A Party (the "Requesting Party") may request that the other Party provide assistance related to the Purpose of this Agreement (as provided above per Section 1) , by submitting to the other Party (the "Performing Party") a completed request for the Project substantially similar to the form attached hereto as Exhibit "A", which shall list the specific services requested and the estimated costs ("Request for Work"). Such Request for Work must be approved by the Performing Party in writing prior to the initiation of the Project on behalf of the Requesting Party. The physical area where this Project will be performed is the "Project Area."

2.2 Delegation of Authority. Upon the Effective Date of this Agreement, the Parties delegate authority for approval or rejection of a Request for Work under this Agreement to Anacortes' Director of Public Works and Mount Vernon's Public Works Director, respectively. The Parties may from time to time make changes to the Request for Work in writing. These changes must be approved by the Anacortes' Director of Public Works and Mount Vernon's Public Works Director, respectively, prior to the initiation of the changes.

2.2.1 Notwithstanding the above, an individual Request for Work, or a proposed change to a Request for Work, that exceeds an estimated cost of Forty-Five Thousand Dollars (\$45,000) must be approved by the Requesting Party's City Council.

2.3 Declined Request. In any particular instance, a Party may decline a Request for Work in its sole discretion.

3. TERM OF AGREEMENT: The term of this Agreement shall be 60 months (5 years) from the date of agreement execution unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The Requesting Party shall reimburse the Performing Party for the services performed after an approved Request for Work for the actual costs incurred by the Performing Party for said work, materials, use of Performing Party's equipment, wages for Performing Party's employees, and in addition thereto, ten percent (10%) of the total costs shall be added for overhead costs for account, billing, and administrative services, provided the Performing Party shall submit to the Requesting Party an itemized, signed statement of the costs (the "Reimbursement Detail"). Within sixty (60) days after the Performing Party sends the Reimbursement Detail to the Requesting Party in accordance with the Notice provision herein, the Requesting Party shall pay the amount of the Reimbursement Detail to the Performing Party. Upon request of the Requesting Party, the Performing Party shall provide additional support documentation for any and all amounts billed by the Performing Party pursuant to this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and 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.

5.2 Mount Vernon's representative shall be the Public Works Director, or their designee.

5.3 Anacortes' representative shall be the Director of Public Works, or their designee.

6. 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:

To City of Anacortes: Andrew Rheume
 Director of Public Works
 904 6th St/P.O. Box 547
 Anacortes, WA 98221
 andrewr@anacorteswa.gov

Copy to: Tiffany Matson
 Contracts and Grants Manager
 904 6th St/P.O. Box 547
 Anacortes, WA 98221
 contracts@anacorteswa.gov

To City of Mount Vernon: Chris Phillips
 Public Works Director
 1024 Cleveland Ave
 Mount Vernon WA 98273
 cphillips@mountvernonwa.gov

Copy to: Jason Brickley
Public Works Operations Division Supervisor
1024 Cleveland Ave
Mount Vernon WA 98273
jasonb@mountvernonwa.gov

The Parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

7. INSURANCE: Parties shall provide liability insurance coverage for the duration of this Agreement for its officers, agents and employees' activities while they are involved in the performance of this Agreement in an amount not less than one million dollars (\$1,000,000). Participation in liability risk pool that provides equivalent coverage for the duration of this Agreement shall satisfy the conditions set forth in this Section.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

9. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.

10. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third Party beneficiary or other rights in any third person or Party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

11. INDEMNIFICATION: Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other Party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either Party by reason of entering into this contract except as expressly provided herein.

12. GRANT OF ACCESS: Access to the infrastructure owned by each Party shall be limited specifically to the infrastructure where work is being requested under this agreement.

13. DAMAGE TO PROPERTY: Each Party warrants that the infrastructure they own and operate is in serviceable condition and free from reasonable defects and deficiencies.

14. TERMINATION: Any Party hereto may terminate this Agreement upon thirty (30) days' written notice delivered according to Section 6. Notices. If this Agreement is so terminated, 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, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.

15. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

16. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

17. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

18. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect, unless specified to the contrary herein.

19. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both Parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any Party (and/or any Party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The Parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

20. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the Parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each Party individually recognizes and agrees that it shall be solely and separately responsible and liable for

compliance with all terms and conditions of any applicable grant(s) obtained or procured in such Party's name.

21. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either Party.

22. DEFAULT: Failure of the Parties to comply with the terms of this Agreement shall constitute default. The Parties shall have all remedies for the enforcement of this Agreement as provided by law.

23. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

24. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

25. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of 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. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____.

CITY OF ANACORTES

CITY OF MOUNT VERNON

Matt Miller, Mayor

Peter Donovan, Mayor

EXHIBIT "A"

REQUEST FOR WORK

Requesting Party:

☐ **City of Anacortes**

☐ **City of Mount Vernon**

Performing Party:

☐ **City of Anacortes**

☐ **City of Mount Vernon**

Description of Requested Work: _____

Estimated Date of Project Completion: _____

Estimated Cost of Services: _____

Approved By:

CITY OF ANACORTES

CITY OF MOUNT VERNON

By: _____

By: _____

Its: Director of Public Works

Its: Public Works Director

Date: _____

Date: _____

If requested Work to be performed is estimated to cost Forty-Five Thousand Dollars (\$45,000) or more:

Approved By:

CITY OF ANACORTES

CITY OF MOUNT VERNON

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 7.d.

Agenda Item Title: Contract Modification: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks Council consent to issue a contract modification to Alta Planning + Design, Inc. in the amount of \$103,898.00, increasing the total contract price to \$994,530.00, to account for completion of 100% Design and Plans for the project.

Background:

1. Reason for Contract Change: This modification allows us to get to 100% design and move into bidding and construction phases.
2. History: The City of Anacortes, along with the consultant team led by Alta Planning + Design, is preparing Final PS&E Documents for the Commercial Avenue Project, from 11th Street to 13th Street including intersections. On [February 1st 2021](#) City Council provided direction to proceed forward with the design of a roundabout at the intersection of Commercial Avenue at 12th Street. On [April 1, 2024](#) City Council provided direction to change from a roundabout design to a signalized intersection.
3. Key Terms:
 - Work will be performed on a time and materials basis not-to-exceed \$994,530.00.
4. Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Alta Planning + Design, Inc.
Original Agreement Amount	\$334,154.00
Modification 01 executed 3/9/20	\$20,000.00
Modification 02 executed 6/26/20	\$12,876.00
Modification 03 executed 5/12/21	\$119,457.00
Modification 04 executed 11/2/22	\$20,000.00
Modification 05 executed 1/10/24	No cost time extension
Modification 06 executed on 2/6/24	\$384,145.00
Modification 07 executed on 12/6/24	No cost time extension
Current Agreement Amount	\$890,632.00
Change Per this Modification	\$103,898.00
Total After Modification	\$994,530.00
Earmarked Funds	\$3,050,000.00
BARS #	105.720.595.30.63
Paid on Contract as of 3/4/25	\$873,973.76
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/25

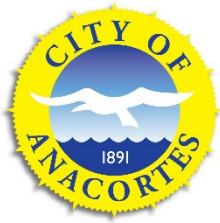
Previous Action: Council approved contract [19-095-TRN-001](#) at the [9/23/2019](#) Council meeting. [Modification 03](#) was approved at the [4/26/21](#) meeting. [Modification 04](#) was approved at the [10/10/22](#) meeting. [Modification 06](#) was approved at the [1/22/24](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Alta Planning + Design, Inc., under Contract 19-095-TRN-001, in the amount of \$103,898.00, increasing the total contract price to \$994,530.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 19-095-TRN-001 Modification 08
2. Commercial Avenue 11th St - 13th St Design



**Contract Number 19-095-TRN-001
MODIFICATION 08**

Date March 10, 2025
Page 1 of 1 Page

Contract Title **Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design**
Consultant **Alta Planning + Design, Inc.**

BACKGROUND

This modification increases the scope of work to account for completion of 100% Design and Plans for the project. Accordingly, the contract price will increase by \$103,898.00 from \$890,632.00 to \$994,530.00, and the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following seventh paragraph under Article 1:

“In addition to the services described above, the Consultant shall provide completion of 100% Design and Plans for the project as detailed in the attached Exhibit G, which is hereby incorporated by reference and made a part hereof.”

Article 2. Price and Payment Terms: Delete in its entirety and insert the following:

“The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Nine Hundred Ninety-Four Thousand Five Hundred Thirty Dollars (\$994,530.00)**. This price reflects an original contract price of \$334,154.00 as detailed in Exhibit A, a price of \$20,000.00 for Modification 01 and as detailed in Exhibit B, a price of \$12,876.00 for Modification 02 as detailed in Exhibit C, a price of \$119,457.00 for Modification 03 as detailed in Exhibit D, a price of \$20,000.00 for Modification 04 with hourly rates detailed in Exhibit E, a price of \$384,145.00 for Modification 06 with hourly rates detailed in Exhibit F, and a price of \$103,898.00 for Modification 08 as detailed in Exhibit G.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ALTA PLANNING + DESIGN, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$334,154.00</u>	Original Contract Completion Date	<u>7/31/2021</u>
Current Agreement Amount	<u>\$890,632.00</u>	Current Contract Completion Date	<u>12/31/2025</u>
Change Per this Modification	<u>\$103,898.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$994,530.00</u>	Contract Completion Date After Change	<u>12/31/2025</u>

AGREEMENT 19-095-TRN-001 – EXHIBIT G
Alta Planning + Design
City of Anacortes, WA
Commercial Avenue 11th Street to 13th Street Final Design

Task 6: 90% Design Plans

6.1: Final Design 90% and 100% Plans

Alta will prepare the 90% Design Plans based on the list of sheets noted in the 60% submission within Task 4. For each submission of the plans, City staff will review and provide a consolidated and internally consistent set of comments. It is assumed that the City review time will be ten (10) business days for the 90% Submission. Comment responses will be provided to the City and comments addressed will be incorporated in the final plan set, where appropriate. It is further assumed that WSDOT will take approximately ten (10) weeks for PS&E review.

6.2: 90% Cost Estimate

The 90% submission will also include an updated cost estimate based on the intersection improvements.

6.3: 100% Plans & Construction Documents

Alta will prepare the final design 100% Plans and construction documents based on the City's comments to the 90% Design Plans.

The final 100% set of plans will be signed and sealed by a registered professional engineer and will be prepared at a scale of 1"=40'. Additional detailed enlargements will be included for roadway segments or intersections that are non-typical. The scale of these drawings will be at a scale of 1" = 20'. The final plans and specifications will be submitted to the City and WSDOT upon completion. Up to two (2) hard copies and one (1) electronic copy per agency will be submitted.

6.4: Bid Set

The Bid Set will include the final specifications and cost estimate. It is assumed that the City will provide the front-end template for the specification book and Alta will provide support for any special provisions/specifications.

6.5: Bid Support

The Consultant will provide bid support services during the bidding process that includes the following:

- Respond to bidder questions (up to 3 questions).
- Support the City in the tabulation and review of bid pricing.
- Support the City in execution of contract with Contractor and City.

Assumptions

- There will be no pre-bid meetings.

6.6: Construction Support

The Consultant will provide construction support that includes the following tasks:

- Participate in the Pre-construction Meeting.
- Review requests for information (up to 4), submittals (up to 8), and change orders (up to 2).
- One site visit and observations as required for field design changes.

Assumptions

- Inspection and Construction Management will be done by the City

Fees

The following are the proposed fees through Final Design, bid and construction support services for total contract amendment of \$103,898.

Task	Proposed			Total
	Alta	TSI	CLS	
Task 01: Project Management	\$17,768	\$0	\$0	\$0
Task 02: Conceptual Design (Complete)	\$0	\$0	\$0	\$0
Task 03: Preliminary Design (Complete)	\$0	\$0	\$0	\$0
Task 04: Compliance (Complete)	\$0	\$0	\$0	\$0
Task 05: 60 Percent Design (Complete)	\$0	\$0	\$0	\$0
<i>Task 06: Final Design (New Task)</i>	\$86,132	\$0	\$0	\$0
Task 07: Animation (Complete)	\$0	\$0	\$0	\$0
Task 08: Right-of-Way (Complete)	\$0	\$0	\$0	\$0
Labor Totals	\$103,548	\$0	\$0	\$103,400
Expense Totals	\$350	\$0	\$0	\$0
Total (To Complete)	\$103,898	\$0	\$0	\$0
Budget Remaining in Contract	\$0	0	\$0	\$0
AMENDMENT TOTAL	\$103,898	\$0	\$0	\$103,898

Project Budget

Anacortes, WA Commercial Ave 11th-13th

Alta Planning + Design, Inc.											Total Task Hours	Total Task Fee
TASK	PIC	Project Manager	Sr.Project Engineer	Project Engineer	Engineering Support	Associate Engineer	Traffic Engineer	Traffic Designer	Administration			
	Adrian	Mohammed	Madeline	John	Rachel	Chris Allen	Matt	Josh	Jennifer			
2025 Projected Hourly Rate*	\$300	\$278	\$185	\$176	\$158	\$226	\$231	\$158	\$121			
Task 01: Project Management	14	20	8	0	0	0	0	0	8		50	\$12,208.00
Task 1.1: Coordination with Client	8	4									12	\$3,512.00
Task 1.2: Project Schedule, Budget, Team Management	4	8	8								20	\$4,904.00
Task 1.3: Project Reports & Invoices	2	8								8	18	\$3,792.00
Task 06: Final Design	20	38	88	96	56	38	28	112	0		476	\$91,340.00
Task 6.1: 90% Design Plans	4	24	12	24	40	30	24	88	0		246	\$46,864.00
Cover											0	\$0.00
Index											0	\$0.00
Legend and Abbreviations											0	\$0.00
General Notes											0	\$0.00
Geometry Layout Plan											0	\$0.00
Typical Sections											0	\$0.00
Site Prep Plans											0	\$0.00
Temp Erosion Sediment Control											0	\$0.00
Grading Plan											0	\$0.00
Utility and Illumination Plan											0	\$0.00
Utility Details											0	\$0.00
Paving Plan											0	\$0.00
Plans and Profiles											0	\$0.00
Misc. Details (incl. curb ramp design/layout)											0	\$0.00
Traffic Signal Design							16	64			80	\$13,808.00
Traffic Signal Details							8	24			32	\$5,640.00
Signing Plan											0	\$0.00
Signage Table and Details											0	\$0.00
Traffic Control Notes and Plans											0	\$0.00
Landscaping Plans											0	\$0.00
Landscaping Notes and Details											0	\$0.00
Irrigation Plans											0	\$0.00
Irrigation Details											0	\$0.00
QAQC	4	24				30					58	\$14,652.00
Revisions from QAQC			12	24	40						76	\$12,764.00
Specifications Book		4	24								28	\$5,552.00
Task 6.2: 90% Cost Opinion Update	2	2	4	8	16						32	\$5,832.00
Task 6.3: 100% Design Plans	8	2	12	32		8	4	24			90	\$17,332.00
Task 6.4: Bid Set	2	2	12	24							40	\$7,600.00
Task 6.5: Bidding Support	2	2	12	4							20	\$4,080.00
Task 6.6: Construction Support	2	2	12	4							20	\$4,080.00
Staff Hours	34	58	96	96	56	38	28	112	8		526	526
Labor Total	\$10,200	\$16,124	\$17,760	\$16,896	\$8,848	\$8,588	\$6,468	\$17,696	\$968			\$103,548.00
Reimbursable Expenses & Travel		\$350										\$350.00
Project Total												\$103,898.00

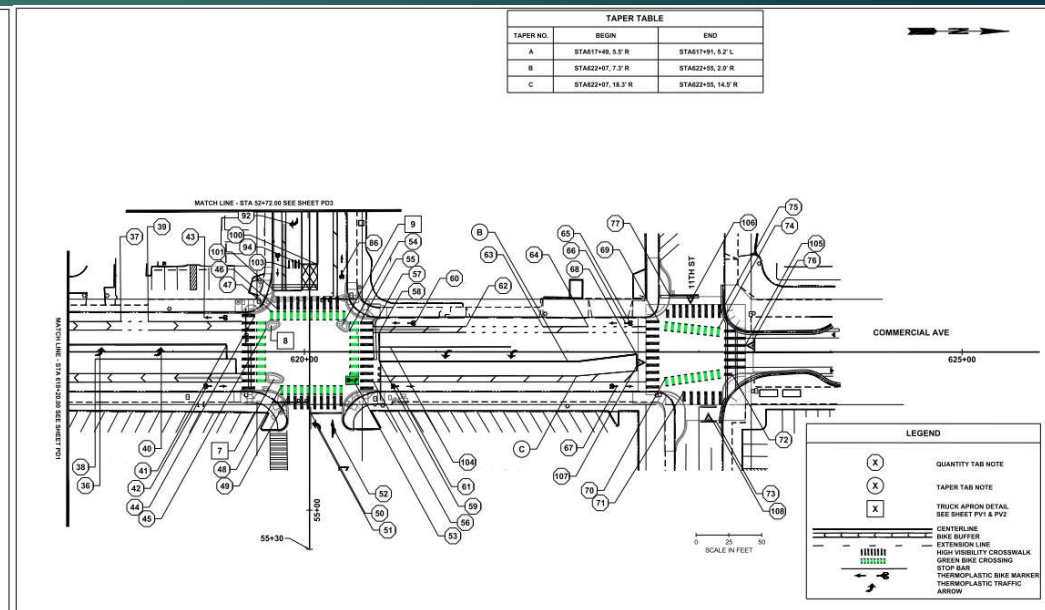
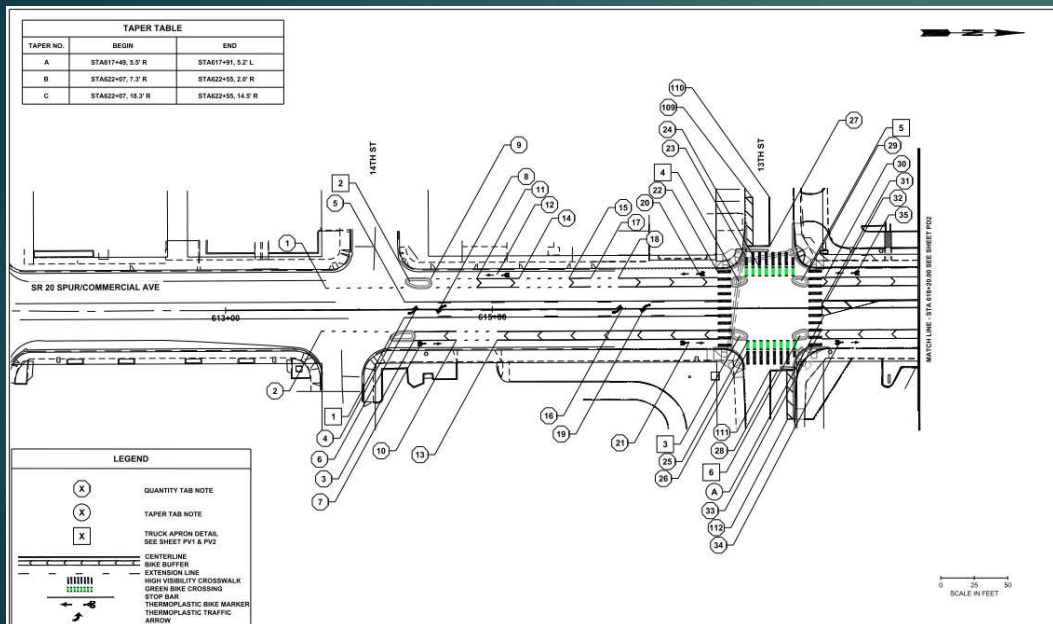
GENERAL NOTES:

* This fee proposal is valid for 90 days from the date submitted.

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates will be adjusted if work is continued into subsequent year(s).

Final Design





City Council Agenda Bill

Meeting Date: March 10, 2025 **Agenda Item:** 7.e.

Agenda Item Title: Interlocal Agreement #25-085-DEF-001 for Shared Indigent Defense Services

Staff Contact(s): Emily Schuh

<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 25-085-DEF-001 between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro-Woolley. The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City's municipal courts, to detail the methodology for the payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Background: Prior to 2015, the City of Anacortes contracted out for public defense services. However, in response to the Wilbur v. City of Mount Vernon case, the City of Anacortes established an in-house public defender's office in 2015. Additionally, the municipal code was created to address Public Defense. The relevant municipal code can be found here: [Anacortes Municipal Code 2.18](#).

In 2024, the Washington State Bar Association adopted phased reductions in caseload standards, to be implemented over a three-year period beginning in 2025.

Ms. Schuh presented this change to the City Council on June 3, 2024. The Washington State Supreme Court solicited public comment on the new caseload standards, with a decision anticipated soon.

The 2025 budget includes provisions for the addition of another public defender in the middle of the year. Since that time, the City's current public defender resigned,

presenting an opportunity for the City of Anacortes to reevaluate its approach to providing indigent defense services.

Key Terms:

- For 2025 the City will pay 20% of the prorated monthly cost. In the first week of October of each year, the Parties shall meet to review each City's previous 12-month caseloads which shall form the basis for any modification to a City's monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.
- The term of this Agreement shall be from execution through April 30, 2028.

Budget Impact:

Public Entities	City of Burlington, the City of Mount Vernon, and the City of Sedro-Woolley
Agreement Amount	2025 prorated monthly amount = 20%
BARS #	001.130.515.93.41
Budget	Budget would need to be reallocated from salaries and benefits to professional services if Public Defender services are to be provided by an outside firm.
Start Date	Execution
End Date	4/30/2028

Previous Action: A draft version of this agreement was presented to Council at the [2/24/25](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 25-085-DEF-001 between the City of Anacortes, City of Burlington, the City of Mount Vernon, and the City of Sedro-Woolley.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-085-DEF-001
2. Changes to Standards for Indigent Defense PP

3. Public Defense System Interlocal Presentation - February 24, 2025
4. Public Defense System Interlocal Presentation - March 10, 2025
5. Written Public Comment - Michael Laws

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURLINGTON, MOUNT VERNON, ANACORTES, AND SEDRO-WOOLLEY FOR
SHARED INDIGENT DEFENSE SERVICES**

This Interlocal Agreement (“Agreement”) is entered between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro-Woolley, all of which are Washington municipal corporations, hereinafter referred to by their City name, generically as “City” or “Party” and collectively as “The Parties”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, each City operates a municipal court and provides public defense services as required by law; and

WHEREAS, these services have historically been delivered following the adoption of Indigent Defense Standards (“Standards”) and through either contracting with an outside law firm or internally through an Office of Public Defense or equivalent; and

WHEREAS, the Parties desire to now provide these services in a coordinated fashion by collectively contracting for outside indigent defense services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Purpose.

The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City’s municipal courts, to detail the methodology for the payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Duration.

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.

Scope and Payment of Indigent Defense System Costs.

The Parties do hereby agree to allocate the cost of the combined Public Defense System as follows:

1. Indigent Cases Before the Municipal Courts – The Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm (“Total

Compensation”) based on a prorated share of annual municipal court cases (“caseloads”) for each City. The 2025 prorated monthly apportionment is as follows, based upon 2024 case totals:

	<u>2024 Cases</u>	<u>2025 Payment Share</u>
a. City of Burlington	484	22%
b. City of Mount Vernon	934	44%
c. City of Anacortes	439	20%
d. City of Sedro Woolley	<u>299</u>	<u>14%</u>
Total	2,156	100%

In the first week of October of each year, the Parties shall meet to review each City’s previous 12-month caseloads which shall form the basis for any modification to a City’s monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

The contracted Indigent Defense law firm shall bill each City monthly based on the current year’s percentage allocation.

2. Indigent Defense Screening and Assignment of Conflict Counsel – Each City shall be responsible for Indigent Defense Screening and assignment of Conflict Counsel. Any Party to this Agreement can work with any other Party to arrange for the sharing of these costs.
3. Appeals – Each City shall be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s).
4. Outside Legal Representation – Due to the periodic need to engage outside legal representation to assist and advise the Parties regarding the Indigent Defense provider, the Parties agree to secure the services of an Outside Counsel. The Parties agree to work together to enter into an Engagement Letter with a qualified law firm and each City shall be billed a one fourth (1/4) share of any billings.
5. Public Defense Auditor – To assist the Parties with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions appropriate to maintenance of the shared Public Defense System, the Parties do hereby agree to engage the services of a Public Defense Auditor whose cost shall be shared equally amongst the Cities.

Termination.

Any Party may terminate this Agreement by giving ninety (90) day’s advance notice to the other Parties. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail and addressed to the representative of the City.

Administration.

The following individuals are designated as representatives of the Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other Parties.

The City of Burlington representative shall be the City Administrator.

The City of Mount Vernon representative shall be the Special Projects Manager.

The City of Anacortes representative shall be the Administrative Services Director.

The City of Sedro Woolley representative shall be the City Administrator.

Applicable Law and Venue.

This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington and the Parties hereby agree that venue of any action relating to this Agreement shall be in Skagit County, Washington.

Indemnification.

Each City, to the extent of its comparative liability, agrees to indemnify, defend, and hold harmless the other Cities and their elected and appointed officials, employees, contractors, agents, and volunteers, from and against any and all claims, damages, losses, and expenses (including, but not limited to court costs but not attorney's fees) which are alleged or proven to be caused by the City or its elected and appointed officials, employees, contractors, agents, or volunteers' acts or omissions. If such claims, damages, losses, and expenses are caused by two or more City's concurrent acts or omission, each such City shall pay its proportionate share.

Dispute Resolution.

If the Parties have any dispute or disagreement or any other claim arising from this Agreement, they shall first attempt to settle the dispute or disagreement between themselves. If they cannot do so, the complaining City shall put its complaint in writing, supported by exhibits as needed, and forward it to the other Parties to the dispute. The respondent Parties may submit written responses supported by exhibits as needed within 30 calendar days of receiving the written complaint to the Outside Legal Counsel for review. The Parties to the dispute shall be allowed to explain their position to the Outside Legal Counsel who will issue a ruling after receiving and considering all complaints, responses, explanations, and statements within 30 calendar days of receipt of the materials. If a Party is not satisfied with the decision of the Outside Legal Counsel, they may bring their dispute to Superior Court.

Neutral Authorship.

This Agreement shall be construed as if all Cities jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any Party.

Agreement Modification.

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties. Refraining from enforcing a breach of any term or condition of this Agreement does not waive any prior or subsequent breach.

Severability.

The Parties agree that this Agreement's provisions are severable. If any portion of this Agreement is adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion shall be deemed modified or limited to the extent necessary to render it valid and enforceable, without further action by the Parties. If it cannot be made valid and enforceable, it shall be severed from the remaining portions of this Agreement and shall not affect the validity or enforceability of any remaining portions.

Waiver.

A City waiving any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement's terms or conditions shall not be held to be waived, modified, or deleted except by an instrument that the Parties execute.

Integration.

This Agreement contains all the terms and conditions agreed upon by the Parties and is a single, integrated, written Agreement expressing the Parties entire agreement. Subject to this Agreement's other provisions, this Agreement supersedes all other agreements between the Parties. Any modification made before or after the Effective Date shall be invalid unless it is made in writing and signed by the Parties.

Headings.

The section headings in this Agreement are solely for the Parties convenience and are not an aid in this Agreement's interpretation.

Counterparts.

This Agreement may be executed in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single form of this Agreement.

DATED this _____ day of _____, 2025.

APPROVED:

**CITY OF BURLINGTON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this _____ day of _____, 2025.

APPROVED:

**CITY OF MOUNT VERNON,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director

DATED this _____.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Attest:

City Clerk/Finance Director

DATED this _____ day of _____, 2025.

APPROVED:

**CITY OF SEDRO-WOOLLEY,
WASHINGTON**

Mayor

Attest:

City Clerk/Finance Director



WSBA CHANGES TO STANDARDS FOR INDIGENT DEFENSE SERVICES

Update to City Council
June 5, 2024



In 1984, WSBA adopted public defense standards using caseload standards that were issued nationally in the early 1970s.



in 1989, the state legislature adopted [RCW 10.101.030](#), which required cities and counties to adopt standards for the delivery of public defense services.



In 2005, [RCW 10.101.030](#) was amended to provide that the [WSBA Standards](#) “should serve as guidelines to local legislative authorities in adopting standards.”



In 2014, the [WSBA Standards](#) last amended

WA PUBLIC DEFENSE HISTORY

Prior to 2015, City of Anacortes contracted for services

In January – September 2012 the City's contracted public defender handled 557 cases

In 2015, following Wilbur vs. City of Mount Vernon, the City created an in-house Public Defender's Office

In 2015, AMC updated to adopt standards of delivery of indigent defense services,

<https://anacortes.municipal.codes/AMC/2.18>

ANACORTES PUBLIC DEFENSE HISTORY

- Each full-time Public Defender shall take no more than 400 cases in a 12-month period.
- Cases are not weighted.
- No requirement for in house or in agency investigators, social workers, or number of support staff.

CURRENT CASELOAD LIMITS

“THE WASHINGTON
STATE LEGISLATURE,
IN RCW 10.101.030,
REQUIRES
COUNTIES AND
CITIES TO ADOPT
STANDARDS FOR
THE DELIVERY OF
PUBLIC DEFENSE
SERVICES...”

NEW STANDARDS (ADOPTED BY WSBA 3/2024)



CASELOAD LIMITS

WSBA STANDARD 3.0: Caseload Limits and Types of Cases

Phased in reduction over 2-year period

- 7/2025 (280 case credits)
- 7/2026 (225 case credits)
- 7/2027 New standards in full effect (120 case credits)

Credits

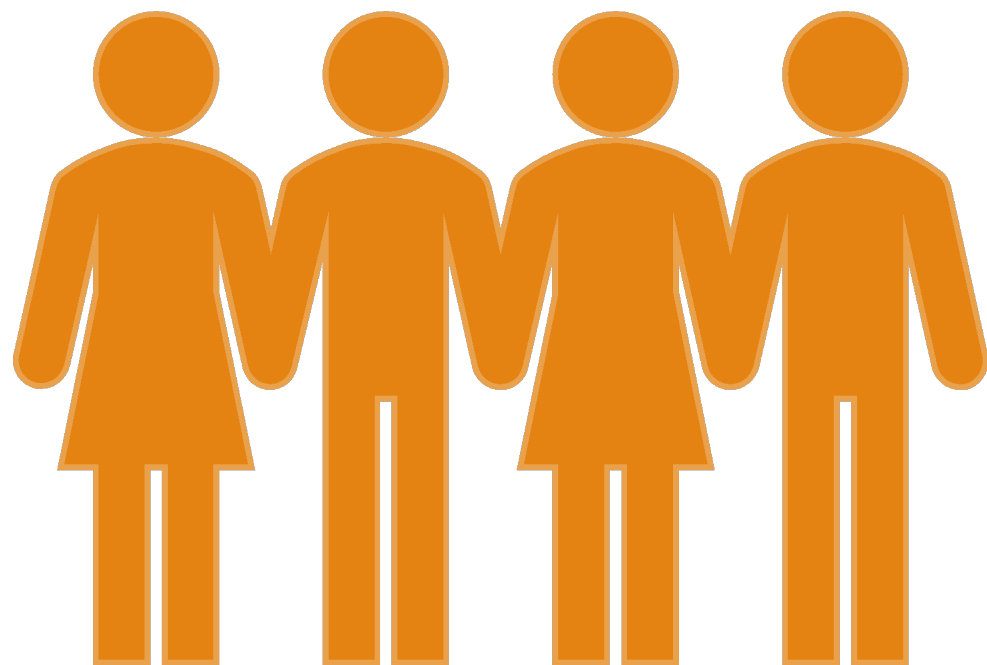
Misdemeanor High*: 1.5

Misdemeanor Low: 1

*Misdemeanor high cases include any DV case, possession of a controlled substance, DUI, Reckless Driving, Hit & Run, Vehicle Prowling, etc.

OTHER CHANGES

- Minimum of 1 FT mitigation specialist or social worker for every three full-time attorneys (2028)
- Funding for administrative costs associated with legal representation
- A minimum of 1 FT investigator for every three FT trial court level attorneys (2028).
- Adequate legal and administrative support which includes, but is not limited to, administrative assistants, legal assistants, paralegals, HR, finance, reception services, and IT and data management administrators.
- All public defense attorneys must use a case-reporting and management information system that includes the number and types of assigned cases, attorney hours, and case dispositions.



STAFFING IMPLICATIONS

- CONTRACT/OVERFLOW ATTORNEYS ALSO MUST REDUCE CASELOAD
- INCREASING NUMBER OF CASES FILED
- ADDITION OF A FULL-TIME INVESTIGATOR AND SOCIAL WORKER.

Supreme Court Rules Committee recommends comment period for new public defense standards: (May 2024)



The Rules Committee voted to recommend to the En Banc Administrative Conference (the full court) that the WSBA's suggested amendments be published for comment ASAP with a comment period ending on October 31.



The Rules Committee also recommended scheduling two public meetings – one to occur prior to October 31, and the second to occur after October 31.



City will continue
to monitor and
evaluate impact



Questions?

Draft Public Defense System Interlocal between City of Burlington, Mount Vernon, Sedro Woolley & Anacortes

February 24, 2025

History

- Prior to 2015, the City of Anacortes contracted out for public defense services.
- In response to the Wilbur v. City of Mount Vernon, the City established an in-house public defender's office in 2015.
 - Anacortes Municipal Code 2.18 established
- In 2024, the Washington State Bar Association adopted phased reductions in caseload standards, to be implemented over a three-year period beginning in July 2025.
- The Washington State Supreme Court solicited public comment on the new caseload standards, with a decision anticipated during the February 2025 session.
- The 2025 budget includes provisions for the addition of another public defender.
- The City's public defender resigned, presenting an opportunity for the City of Anacortes to reevaluate its approach to providing indigent defense services.

Public Defense System Interlocal





Recommendation

- Review draft interlocal and provide feedback
- 

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURLINGTON, MOUNT VERNON, ANACORTES, AND SEDRO WOOLLEY**

This Interlocal Agreement ("Agreement") is entered between the City of Burlington, the City of Mount Vernon, the City of Anacortes, and the City of Sedro Woolley, all of which are Washington municipal corporations, hereinafter referred to by their City name, generically as "City" or "Party" and collectively as "The Parties", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, each City operates a municipal court and provides public defense services as required by law; and

WHEREAS, these services have historically been delivered following the adoption of Indigent Defense Standards ("Standards") and through either contracting with an outside law firm or internally through an Office of Public Defense or equivalent; and

WHEREAS, the Parties desire to now provide these services in a coordinated fashion by collectively contracting for outside indigent defense services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Purpose.

The purpose of this Interlocal is for the Parties to collectively, under one Indigent Defense Contract with a qualified law firm, provide for the provision of certain public defense services for indigent defense representation in each of the City's municipal courts, to detail the methodology for the proportional payment of services between the Parties, establish Indigent Defense Screening protocols, provide for the assignment of Conflict Counsel, the processing of Appeals, provisions for Outside Legal Counsel, and Public Defense Auditor services. Collectively, these elements are referred to as the Public Defense System.

Duration.

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.

Scope and Payment of Indigent Defense System Costs.

The Parties do hereby agree to allocate the cost of the combined Public Defense System as follows:

1. Indigent Cases Before the Municipal Courts – The Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm ("Total Compensation") based on a prorated share of annual cases ("caseloads") for each City.

The initial 2025 prorated monthly apportionment is as follows, based upon 2024 case totals

a. City of Burlington	22%
b. City of Mount Vernon	43%
c. City of Anacortes	21%
d. City of Sedro Woolley	14%

In the first week of October of each year, the Parties shall meet to review each City's current year caseloads which shall form the basis for any modification to a City's monthly prorated share of the Total Compensation. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

2. Indigent Defense Screening – Each City shall be responsible for in-court Indigent Defense Screening (“In-Court Screening”) to determine if defendants qualify for a public defender. The cost of such In-Court Screening shall be the responsibility of each City. Any Party to this Agreement can work with any other Party to arrange for the shared cost of In-Court Screening.
3. Out-Of-Court Indigent Defense Screening and Assignment of Conflict Counsel – Burlington shall hire or independently contract for out-of-court indigent defense screening (“Out-Of-Court Screening”) and assignment of Conflict Counsel (“Conflict Counsel”) with a qualified individual or firm with experience in Out-Of-Court Screening and Conflict Counsel work (“collectively referred to as Adjunct Services”). The Parties agree to pay their prorated share of this Adjunct Service monthly using the same percentages as those used for Total Compensation.
4. Appeals – The Adjunct Services provider shall also be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s) and shall be directly billed by Burlington monthly.
5. Parties Outside Legal Representation – Due to the periodic need to engage outside legal representation to assist and advise the Parties regarding the Indigent Defense provider, and the inability of any City's prosecuting attorney to provide such service, the Parties agree to use the services of an Outside Counsel to fulfill this need. To affect this service, the Parties agree to work together to enter into an Engagement Letter with a qualified law firm. Each City shall be billed a one fourth (1/4) share of the billings. Any billable hours shall only be paid if Outside Counsel is providing legal services collectively to the Parties. Any individual City's separate use of the Outside Counsel shall be the responsibility of the initiating City.
6. Public Defense Auditor – To assist the Parties with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions



Darcy Swetnam ...

Is this the correct methodology?

[2 more replies](#)

Steve Sexton
If that count for Anacortes is inaccurate, please let me know.

Reply



Darcy Swetnam ...

Interested in the thought process behind having Burlington take responsibility for this? Also, will we still have conflict counsel or will it all be through Burlington?

February 14, 2025, 9:40 AM

Emily Schuh
The City of Anacortes currently contracts with Skagit County's Office of Assigned Counsel for indigent defense screening for both in custody and out of custody clients. We would like to continue to this approach. I suggest that we re-write this section.

February 14, 2025, 12:46 PM

Greg Young
This is the arrangement Burlington and MV current have - this person also assigns Conflict counsel - for screening, Anacortes could keep the current attangement

February 18, 2025, 12:11 PM

Steve Sexton
We may want to look at this as well for potential savings.

February 18, 2025, 1:11 PM

Reply

Darcy Swetnam ...

Is Burlington taking the lead on making payments to the defense firm? If so, this should

appropriate to maintenance of the shared Public Defense System, the Parties do hereby agree to engage the services of a Public Defense Auditor whose cost shall be shared equally amongst the Cities.

Termination.

Any Party may terminate this Agreement by giving ninety (90) day's advance notice to the other Parties. Notice shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail and addressed to the representative of the City.

Administration.

The following individuals are designated as representatives of the Parties. The representatives shall be responsible for administration of this Agreement and 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.

The City of Burlington representative shall be the City Administrator.
The City of Mount Vernon representative shall be the Special Projects Manager.
The City of Anacortes representative shall be the Mayor, or their designee.
The City of Sedro Woolley representative shall be the City Administrator.

Applicable Law and Venue.

This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington and the Parties hereby agree that venue of any action relating to this Agreement shall be in Skagit County, Washington.

Indemnification.

Each City, to the extent of its comparative liability, agrees to indemnify, defend, and hold harmless the other Cities and their elected and appointed officials, employees, contractors, agents, and volunteers, from and against any and all claims, damages, losses, and expenses (including, but not limited to court costs but not attorney's fees) which are alleged or proven to be caused by the City or its elected and appointed officials, employees, contractors, agents, or volunteers' acts or omissions. If such claims, damages, losses, and expenses are caused by two or more City's concurrent acts or omission, each such City shall pay its proportionate share.

Dispute Resolution.

If the Parties have any dispute or disagreement or any other claim arising from this Agreement, they shall first attempt to settle the dispute or disagreement between themselves. If they cannot do so, the complaining City shall put its complaint in writing, supported by exhibits as needed, and forward it to the other Parties to the dispute. The respondent Parties may submit written responses supported by exhibits as needed within 30 calendar days of receiving the written complaint to the Outside Legal Counsel for review. The Parties to the dispute shall be allowed to explain their position to the Outside Legal Counsel who will issue a ruling after receiving and considering all complaints, responses, explanations, and



Charlie Bush

Should this also be according to the percentages listed earlier in the agreement?

Steve Sexton

The scope of work for the Auditor is not based upon case counts, so Burl. And MTV split it equally. This should be optional for each city and then agreed between them

Reply

Darcy Swetnam

How do the parties plan to make decisions about administration of this agreement. By majority? Unanimously? E.g., if there are issues

Greg Young

We current have Teams meetings with the outside counsel and move forward based or consensus

Reply

statements within 30 calendar days of receipt of the materials. If a Party is not satisfied with the decision of the Outside Legal Counsel, they may bring their dispute to Superior Court.

Neutral Authorship.

This Agreement shall be construed as if all Cities jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any Party.

Agreement Modification.

The Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties. Refraining from enforcing a breach of any term or condition of this Agreement does not waive any prior or subsequent breach.

Severability.

The Parties agree that this Agreement's provisions are severable. If any portion of this Agreement is adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion shall be deemed modified or limited to the extent necessary to render it valid and enforceable, without further action by the Parties. If it cannot be made valid and enforceable, it shall be severed from the remaining portions of this Agreement and shall not affect the validity or enforceability of any remaining portions.

Waiver.

A City waiving any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement's terms or conditions shall not be held to be waived, modified, or deleted except by an instrument that the Parties execute.

Integration.

This Agreement contains all the terms and conditions agreed upon by the Parties and is a single, integrated, written Agreement expressing the Parties entire agreement. Subject to this Agreement's other provisions, this Agreement supersedes all other agreements between the Parties. Any modification made before or after the Effective Date shall be invalid unless it is made in writing and signed by the Parties.

Headings.

The section headings in this Agreement are solely for the Parties convenience and are not an aid in this Agreement's interpretation.

Counterparts.

This Agreement may be executed in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single form of this Agreement.

Next Steps

- Each City will incorporate changes and finalize document
- Bring back to City Council for Acceptance
- Send out Request for Qualifications



Public Defense System Interlocal between City of Burlington, Mount Vernon, Sedro-Woolley & Anacortes

March 10, 2025

History

- Prior to 2015, the City of Anacortes contracted out for public defense services.
- In response to the Wilbur v. City of Mount Vernon, the City established an in-house public defender's office in 2015.
 - Anacortes Municipal Code 2.18 established
- In 2024, the Washington State Bar Association adopted phased reductions in caseload standards, to be implemented over a three-year period beginning in July 2025.
- The Washington State Supreme Court solicited public comment on the new caseload standards, with a decision anticipated during the February 2025 session.
- The 2025 budget includes provisions for the addition of another public defender.
- The City's public defender resigned, presenting an opportunity for the City of Anacortes to reevaluate its approach to providing indigent defense services.

Public Defense System Interlocal

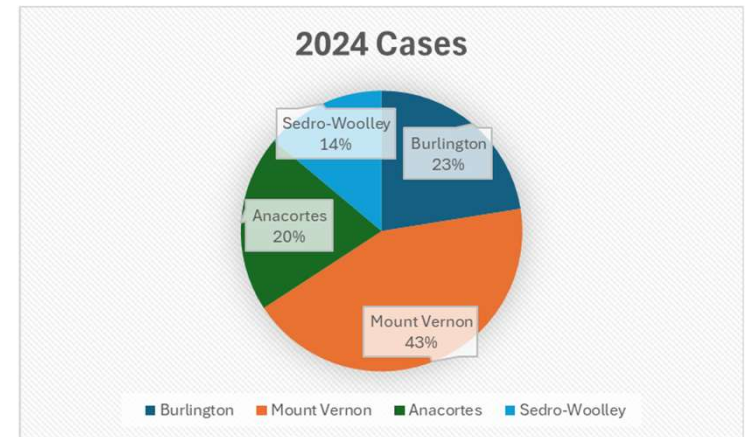


Scope and Payment of Indigent Defense System Costs

Parties agree that they shall each pay a portion of the monthly compensation to the contracted Indigent Defense firm (“Total Compensation”) based on a prorated share of annual municipal court cases (“caseloads”) for each City.

Annually the Parties shall meet to review each City’s previous 12-month caseloads. Any adjustment to these percentages shall take effect as of January 1st of the subsequent year.

The contracted Indigent Defense law firm shall bill each City monthly based on the current year’s percentage allocation.



	2024 Cases	2025 Payment Share
Burlington	484	22%
Mount Vernon	934	43%
Anacortes	439	20%
Sedro-Woolley	299	14%
Total	2,156	

Scope and Payment of Indigent Defense System Costs



Indigent Defense Screening and Assignment of Conflict Counsel – Each City shall be responsible for Indigent Defense Screening and assignment of Conflict Counsel.



Appeals – Each City shall be responsible for assignment of Counsel in the case of Appeals. Any Appeal-based legal counsel representation costs shall be the responsibility of the City who had jurisdiction over the underlying charge(s).

Scope and Payment of Indigent Defense System Costs



Outside Legal Representation –to assist and advise the Parties regarding the Indigent Defense provider Parties agree to work together to enter into an Engagement Letter with a qualified law firm and each City shall be billed a one fourth (1/4) share of any billings.



Public Defense Auditor – To assist with indigent defense quality assurance, on-going assessment of the Public Defense System, monitoring of case load limitations, compliance with Public Defense Standards, review and approval of Conflict referrals, recommendation of any necessary remedial actions, training, and other actions appropriate to maintenance of the shared Public Defense System

Cost shall be shared equally amongst the Cities.



Duration

This Agreement shall become effective on the date it is signed by the Parties and shall expire on April 30, 2028, unless extended through mutual agreement.



Next Steps

- Each city bringing to respective City Councils for Acceptance
- Distribute Request for Qualifications

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Saturday, March 15, 2025 10:47:43 AM

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

Submitted by: Michael Laws
Email Address: mlaws@mountain.law

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1173/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Council members and interested parties, my law firm, Mountain Law PLLC, currently provides indigent defense services in Mount Vernon, Burlington and Sedro-Woolley. There is important information that I believe city council members in all 4 cities need to be cognizant of. The caseload numbers seen on page 4 of the PowerPoint entitled “Public Defense System Interlocal between City of Burlington, Mount Vernon, Sedro-Woolley & Anacortes” is just slightly off when compared to the 2024 data reported to the Administrative Office of Courts (AOC) here: <https://www.courts.wa.gov/caseload/?fa=caseload.showIndex&level=d&freq=a> . The presentation noted 2156 cases, while the AOC website noted 2268 cases. Notably, this combined total for all 4 cities is 424 cases larger than the 1844 cases reported for Skagit County District Court (an increase of 18%). In evaluating and assessing how the cities of Anacortes, Sedro-Woolley, Burlington and Mount Vernon should allocate funds towards indigent defense services, it may therefore be instructive to examine how Skagit County’s 2025 annual budget funds indigent defense services for a comparable caseload. The 2025 adopted annual budget for the Skagit County Public Defender’s Office is \$5,984,866. The Director of that office has indicated that the District Court Division of the Skagit County Public Defender’s Office accounts for between 25% and 33% of their overall annual budget. If we take the mid-point between 25% and 33% we arrive at 29%. That would mean an annual budget for the District Court Division of the Skagit County Public Defender’s Office of \$1,735,611. However, as indicated earlier, the 4 cities combined have a caseload 18% greater than the caseload handled in District Court. Increasing the annual expenditure by 18% would mean an annual indigent defense budget for the cities of Mount Vernon, Burlington, Anacortes and Sedro-Woolley of \$2,048,021. The respective shares for each city would be as follows: Mount Vernon - \$899,081.22 (\$74,923.43 monthly); Burlington - \$487,429.00 (\$40,619.08 monthly); Anacortes - \$360,451.70 (\$30,037.64 monthly); Sedro-Woolley - \$301,059.09 (\$25,088.26 monthly). I’m sure those figures are more than a little shocking. However, consider this: Those figures do not even account for the filing of PROBATION cases. When indigent defendants are found guilty or plead guilty and are sentenced to probation conditions (e.g., obtaining a substance use evaluation and complying with any recommended follow-up treatment, have no new criminal law violations), they are entitled to representation when there is an allegation that they have violated some condition of their probation. In 2024 the cities of Mount Vernon, Burlington and Sedro-Woolley assigned approximately 379 probation violation cases to Mountain Law. If the distribution percentages for cases amongst the 4 cities for 2024 holds true, that would amount to another roughly 460 cases. Then additionally consider this: Those figures are all based on CURRENT caseload requirements and the CURRENT hiring market for attorneys, not the

hiring environment for criminal justice attorneys that we will all be facing when new caseload standards are handed down by the State Supreme Court. Notably, this is already a hiring environment where many public defense offices and prosecutor's offices around the state are offering signing bonuses and the Yakima County Prosecutor's Office and Office of Assigned Counsel are hiring newly-minted attorneys at \$100,000 per year. The hiring environment is going to get a lot more competitive than it already is, and a lot more expensive than it already is. Finally, consider also this – all of the figures noted above were based on the concept that the District Court Division of the Skagit County Public Defender's Office accounts for only 29% of their budget. It could very easily be more. It is also worth noting that conflict attorney services for the County's Public Defense system are handled through an entirely different budget with an entirely different director (amounting to \$2,119,490 annually according to the 2025 budget – that figure is for their whole office, not just the District Court Division). When Mountain Law first took on the task of rebuilding the public defense apparatus in the wake of the Wilbur v. Mount Vernon decision, we did so with an earnest desire to provide zealous advocacy to our clients and to ensure that their rights are protected. We conducted more jury trials in the first full year of our initial contract (2013) than had been done in the prior 5 years COMBINED (that data is available on the AOC website). It is wise for the cities of Mount Vernon, Burlington, Anacortes and Sedro-Woolley to pool their collective resources to address the challenges that everyone in the criminal justice system faces. My hope is that they will do so with an eye towards not only cost-savings, but also with a recognition that these services need to be adequately funded if there is to be long-term stability and predictability. The meeting minutes from a recent Burlington City council meeting on this topic indicated that they "hope to find a larger firm" to provide indigent defense services. I would submit that Mountain Law could become a "larger firm" and attract and retain quality dedicated public defenders to provide long-term stability if we were being adequately funded. Mountain Law may or may not submit a proposal in response to the coming RFP, but my hope is that no matter who is ultimately selected to have the honor of providing services to indigent defendants in these 4 cities, that the selection process will be based on the hope that a new contractor can provide these services "on the cheap." The figures that I have quoted above are not hyperbole. They are not pulled out of thin air. They are based on real people providing real services to real human beings and are based on real costs included in real adopted budgets and based on real directly comparable caseloads. I thank you for your time and consideration.

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Saturday, March 15, 2025 10:59:35 AM

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

Submitted by: Michael Laws
Email Address: mlaws@mountain.law

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1172/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: CORRECTION: My prior comment submission contained an error. The sentence "Mountain Law may or may not submit a proposal in response to the coming RFP, but my hope is that no matter who is ultimately selected to have the honor of providing services to indigent defendants in these 4 cities, that the selection process will be based on the hope that a new contractor can provide these services "on the cheap." " should have read that "my hope is that no matter who is ultimately selected to have the honor of providing services to indigent defendants in these 4 cities, that the selection process will not be based on the hope that a new contractor can provide these services "on the cheap".