Anacortes City Council

Municipal Building Council Chambers
904 6th Street

September 16, 2019
6:00 p.m.

*** REVISED * PRELIMINARY AGENDA**

Packet Materials / Watch Meeting

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Anacortes Wastewater Treatment Plant Outstanding Performance Award from the Department of Ecology
   b. Skagit County Law & Justice Council
   c. Finance Committee
   d. Personnel Committee
   e. Public Works Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of September 9, 2019
   b. Approval of Claims in the amount of: $1,009,910.91
   c. Contract Award: WTP Electrical Switchgear Maintenance #19-145-WTR-001
   d. Fiber Master Services Agreement
   e. Resolution 2058: Finding of an Emergency for the Senior Center Roof Replacement

6. **Public Hearings**

7. **Other Business**
   a. * Pickett Pocket Park Agreement 19-143-PRK-001 (Action)
   b. Combined Sewer Overflow (CSO) Reduction Study (Discussion/Possible Action)

8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 23, 2019

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

September 23, 2019
•Interlocal 286 with Skagit County for Probation Services 2020-2022 (Consent)
•Interlocal 287 with Skagit County for Library Materials 2019 (Consent)
•Interlocal 281 with Port of Anacortes: Mutual Assistance on Minor Projects (Consent)
•Interlocal 285 with Port of Anacortes: Blanket Temporary Laydown Space Agreement (Consent)
•Interlocal 280 to expand the Skagit County Multiple Agency Response Team (SMART) (Consent)
****

October 7, 2019
•Ordinance _____: Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands (Discussion)
****

October 14, 2019
•Mid Biennial Budget Review (Discussion)
****

October 21, 2019
•Mid Biennial Budget Review (Discussion)
****

October 28, 2019
****

November 4, 2019
•Public Hearing: Mid Biennial Budget Review (Discussion)
****

November 12, 2019
•Ordinance ____: 2019/2020 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
•Resolution ____: Setting the City's Year 2020 Property Tax Regular Levy Increase (Action)
****

November 18, 2019
****

Upcoming City Council Committee Meetings
The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Sep 16, 2019, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Sep 23, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Sep 25, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Oct 1, 2019, 8:30 AM, City Hall
•Public Safety, Tuesday, Oct 1, 2019, 10:00 AM, Mayor's Office
•Planning, Monday, Oct 7, 2019, 5:00 PM, Main Conference Room, City Hall
****

Hunt, Marcia

From: Hunt, Marcia
Sent: Monday, September 16, 2019 1:24 PM
To: City Council
Cc: Management
Subject: The Anacortes City Council meeting agenda for September 16, 2019 has been updated

[View this in your browser]

Consent Agenda Item 5e, Resolution 2058: Finding of an Emergency for the Senior Center Roof Replacement, has been added.

City Council

City Council Meeting Agenda… [View in the Agenda Center]

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

Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

September 16, 2019
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
✓ DOUGLAS THURBER	PLASTIC BAGS

Continue on back of sheet as needed

Mayor Pro Tem Matt Miller called to order the Anacortes City Council meeting of September 9, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Carolyn Moulton, Bruce McDougall and Matt Miller were present. Councilmembers Ryan Walters and Brad Adams were absent.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Oath of Office: Police Officer Evan Mowrer: Police Chief John Small introduced new Anacortes Police Officer Evan Mowrer. Mayor Pro Tem Miller administered the oath of office to Evan Mowrer.

Oath of Office: Firefighter/Paramedic John Siedler: Fire Chief David Oliveri introduced new Anacortes Firefighter/Paramedic John Siedler. Mayor Pro Tem Miller administered the oath of office to John Siedler. Mr. Siedler's wife pinned his badge.

Proclamation of National Senior Center Month: Mayor Pro Tem Miller read a statement proclaiming September to be National Senior Center Month in Anacortes to recognize the special contributions of Senior Activity Center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens in the community.

Anacortes Senior Activity Center Administrator Sally Hill thanked the city for the proclamation and acknowledged ASAC Foundation members, meal program manager Amanda Miller, and ASAC volunteers who were present. Ms. Hill reported on the ASAC's very popular Aging Mastery Program and its programming for Fall Prevention Week held September 23-27, 2019. She shared promotional handouts for both events. Ms. Hill also noted that the ASAC had now been under city management for two years. She thanked Administrative Services Director Emily Schuh for her guidance during the transition and thanked the mayor, City Council and her departmental colleagues for their support of the ASAC.

Public Comment

Brian Wetcher, 814 26th Street, addressed the bike park proposal and the concept of good governance in Anacortes. Mr. Wetcher said that Council had tacitly agreed that this was an acceptable use when it instructed Mr. Lunsford to proceed with the permit process and keep Council informed. Mr. Wetcher suggested that Council either explicitly reaffirm that decision or spare staff and the community and taxpayers the time and effort to continue the permit process. Mr. Wetcher reported on the large number of comments on the proposal that were considered at the regular meeting of the Forest Advisory Board the prior Thursday. He said some commenters were vilifying staff for pursuing the bike park project on their own in opposition to the will of the community. Mr. Wetcher said that was not the case and that the Forest Advisory Board had found the use within the comp plan guidelines and referred it to Council as a citizen initiative, not a staff initiative.

Consent Agenda

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

a. Minutes of September 3, 2019
b. Approval of Claims in the amount of: $836,161.19
c. Contract Modification: City Hall Remodel Project - Demolition & Construction #19-054-FAC-004
d. Telecommunications Franchise Agreement with Skagit County #19-150-FBR-001

The following vouchers/checks were approved for payment: EFT numbers: 94508 through 94547, total $801,575.91 Check numbers: 94548 through 94570, total $32,452.91 Wire transfer numbers: 255134 through 255522, total $1,542.39

OTHER BUSINESS

Municipal Fiber Update

Municipal Broadband Business Manager Jim Lemberg presented the monthly update on the fiber initiative, referring to his slide presentation which was added to the packet materials for the meeting. His report included a financial update, an outside plant update, an active network update, and a personnel update. Mr. Lemberg also discussed the economic value of keeping internet subscription fees circulating in the local economy and reported on very successful speed tests of the internet service at the Anacortes Public Library, the first installed customer of the new city fiber service. Mr. Lemberg responded to councilmember questions about the expected timeline for offering service in the pilot areas and explained the pending pole attachment agreement with PSE that was required. He previewed marketing materials for the pilot areas and fielded councilmember questions and suggestions about the marketing. Mr. Miller asked Mr. Lemberg when the library would discontinue its internet service with its previous provider.

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

Steve Anderson, 4710 Kingsway, noted the network was staying with IPV4 vs. IPV6. He also suggested that the promotional materials disclose the taxes, fees and other charges that would be added on top of the advertised monthly pricing.

Mr. Lemberg explained that internet service was not taxed so there would be no additional charges to customers beyond the advertised price. He also explained that the city purchased 1024 IPV4 addresses but that it also had a huge number of IPV6 addresses which it would use wherever possible, using IPV4 addresses only where necessary.

Jeremy Carter, 3607 W 8th Street, asked if city fiber service would be subject to a monthly usage cap. Mr. Lemberg replied that it would not and that city fiber was not a usage based service.

There being no further business, at approximately 7:06 p.m. the Anacortes City Council meeting of September 9, 2019 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 16, 2019 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255908	3/9/2019	INV190027	CRALEY GROUP LIMITED	FIBER OPTIC TELEMETRY FLANGE UPLIFTS, SMART PORTS	$ 8,919.21	pw1
255891	6/26/2019	93659855	ESRI INC	ARCGIS ENTERPRISE SOFTWARE CORES UPGRADE	$ 14,066.87	pw1
255821	7/22/2019	3761	ANACORTES TOWING, LLC	TOWING FEE DURING SLURRY SEAL	$ 489.16	pw1
253965	7/23/2019	817300	BAYSHORE OFFICE PRODUCTS INC	COLOR COPY SPECIAL PAPER	$ 0.70	pw1
253806	7/23/2019	345124877-001	OFFICE DEPOT, INC.	OFFICE SUPPLIES	$ 71.72	financecc
253885	7/23/2019	001-440990	PISTON SERVICE OF ANACORTES	DRILL BITS	$ 47.72	wwtpcc
255894	7/23/2019	672	POHLI, INC	2019 WTP LAB EQUIPMENT PREVENTATIVE MAINTENANCE - JULY 2019	$ 889.43	pw1
253818	7/23/2019	593 52 132 8852	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	$ 49.53	parkscc1
253886	7/24/2019	00011059	2L BIN, INC	FIBER PARTS FOR DECEPTION PASS	$ 1,919.54	pwfaccc
253809	7/24/2019	D28444/1	ACE HARDWARE	ANT BAIT STATIONS	$ 10.85	wwtpcc
253808	7/24/2019	111-9011713-7493019	AMAZON.COM SERVICES, INC	DESKTOP SCANNER	$ 282.61	infosyscc
253813	7/24/2019	112-3419569-3733857	AMAZON.COM SERVICES, INC	ETHERNET SWITCH	$ 663.08	infosyscc
253814	7/24/2019	112-8633592-5805836	AMAZON.COM SERVICES, INC	TONER	$ 48.90	infosyscc
253816	7/24/2019	111-5236946-5590662	AMAZON.COM SERVICES, INC	PAPER TOWELS	$ 83.73	wwtpcc
253817	7/24/2019	111-0151047-4459432	AMAZON.COM SERVICES, INC	LAMINATE REFILL	$ 55.88	wwtpcc
253815	7/24/2019	94099054	DEPARTMENT OF LICENSING	LICENSING FEES #304	$ 63.75	shopcc
253881	7/24/2019	1004099	EN POINTE TECHNOLOGIES	AZURE ACTIVE DIRECTORY	$ 59.39	infosyscc
253811	7/24/2019	193962	GREEN RIVER COMMUNITY COLLEGE	WETRC WTP OP 3, 4 CERT EXAM REVEW - CALEB R	$ 315.00	wtpcc
253889	7/24/2019	593 51 124 8851	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	$ 16.38	parkscc1
253880	7/24/2019	598886	SAN JUAN LANES	PEEWEE BOWLING FEES	$ 161.42	pkreccc
253804	7/24/2019	E68343	SEBO'S DO-IT CENTER	CAUTION TAPE	$ 14.89	parkscc1
253805	7/24/2019	E68177	SEBO'S DO-IT CENTER	OFFICE SUPPLIES STA #2	$ 17.02	pwfaccc
253810	7/24/2019	E68121	SEBO'S DO-IT CENTER	THOMPSON TRAIL SUPPLIES	$ 74.30	parkscc1
253812	7/24/2019	E68089	SEBO'S DO-IT CENTER	HAMMER BIT, COUPLING- SHOP	$ 11.94	shopcc
253876	7/25/2019	D29509/1	ACE HARDWARE	SHUTOFF HOSE	$ 9.77	wwtpcc
253878	7/25/2019	D29646/1	ACE HARDWARE	LIQ HANDSOAP - WASH. PARK	$ 18.57	parkscc1
253888	7/25/2019	113-6461776-5487428	AMAZON.COM SERVICES, INC	CELL PHONE CASE - ORDER SPLIT	$ 13.03	shopcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
253935	7/25/2019	817506	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	$ 1,126.44	pwfaccc
253936	7/25/2019	817509	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	$ 1,245.14	pwfaccc
253937	7/25/2019	817549	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 42.87	pwfaccc
253887	7/25/2019	9311269108	GRAYBAR ELECTRIC COMPANY, INC	FOSC CLOSURES AND TRAYS	$ 1,709.24	pwfaccc
253928	7/25/2019	8561 00002 22497	HOME DEPOT	BIRD SPIKES, VALVES, PAINTING SUPPLIES	$ 313.81	wtpcc
255906	7/25/2019	19002-03	KINGWORKS CONSULTING ENGRS	FIRE STATION 3 UPGRADES - ENGINEERING SERVICES JULY 2019	$ 777.00	medic
253940	7/25/2019	980-2-8456-894742-19	OFFICE DEPOT, INC.	LABEL TAPE	$ 97.80	wtpcc
253951	7/25/2019	001-441231	PISTON SERVICE OF ANACORTES	WASHR, NUT, OSHA SAFETY YELLOW	$ 13.09	shopcc
253926	7/25/2019	3213	PNCWA	PNCWA CONFERENCE	$ 530.00	wwtpcc
253877	7/25/2019	E68678	SEBO'S DO-IT CENTER	GRAPHITE PACKING	$ 1.73	wwtpcc
253882	7/25/2019	E68484	SEBO'S DO-IT CENTER	HR & FACILITIES ITEMS	$ 695.48	pwfaccc
253883	7/25/2019	E68617	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	$ 119.23	shopcc
253879	7/25/2019	078116	UNITED PARCEL SERVICE, INC	SHIPPING FEES- #011	$ 24.58	shopcc
253932	7/26/2019	D29999/1	ACE HARDWARE	O-RINGS AND PACKING BONNET	$ 7.75	wwtpcc
253938	7/26/2019	D29825/1	ACE HARDWARE	FACILITY USE ITEMS	$ 22.07	pwfaccc
253939	7/26/2019	D30163/1	ACE HARDWARE	BOLT	$ 2.38	parkscc1
253955	7/26/2019	D29871/1	ACE HARDWARE	MARKING PAINT	$ 8.70	parkscc1
253884	7/26/2019	112-9689102-0272265	AMAZON.COM SERVICES, INC	PHONE CASE	$ 15.21	infosyscc
253954	7/26/2019	113-6461776-5487428	AMAZON.COM SERVICES, INC	CELL PHONE CASES - STREET DEPT	$ 56.48	shopcc
253957	7/26/2019	200034851	AMERICAN ASSOCIATION FOR	MEMBERSHIP	$ 60.00	museumcc
253943	7/26/2019	138644	AMERICAN WATER WORKS	AWWA LEADERSHIP SYMPOSIUM - CHAD S	$ 250.00	wtpcc
253956	7/26/2019	SUBSCRIPTION-74	CANINE LEGAL UPDATE & OPINION	K9 LEGAL UPDATES & OPINIONS; FULL MEMBERSHIP HATCHER	$ 50.00	apdcc
253942	7/26/2019	193994	GREEN RIVER COMMUNITY COLLEGE	WTP OP 3, 4 CERT EXAM REVIEW CLASS - CAMERON JS	$ 315.00	wtpcc
253947	7/26/2019	WA67269621	HOME DEPOT	FAUCET	$ 176.75	parkscc1
253931	7/26/2019	341441	JANILINK.COM	FLOOR SIGNS	$ 52.08	wwtpcc
253930	7/26/2019	E07008QC42	MICROSOFT CORPORATION	AZURE PAY-AS-YOU-GO 5/16/2019 TO 6/15/2019	$ 23.75	infosyscc
253949	7/26/2019	207056166946	NATIONAL SAFETY, INC	SAFETY GEAR - VESTS, GLASSES, STORM PANTS	$ 298.28	pwfaccc
253927	7/26/2019	655837765	QUALITY INN	HOTEL STAY DURING TRAINING CAMERON F	$ 364.42	wtpcc
253950	7/26/2019	E68966	SEBO'S DO-IT CENTER	PRUNER	$ 23.41	parkscc1
253946	7/26/2019	6044-0	SHERWIN WILLIAMS	8X12 PACKGSAVERLUBE 8OZ	$ 9.77	shopcc
253944	7/26/2019	ZG6FB-F5A86-4M5	VISTAPRINT	BUSINESS CARDS; OFC WILSON	$ 15.20	apdcc
253945	7/26/2019	4761967-956392	WALMART	40" LED TV - APD	$ 130.43	infosyscc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
253952	7/27/2019	111-2251062-4475413	AMAZON.COM SERVICES, INC	POUCHES	$ 11.46	wwtpcc
253953	7/27/2019	111-2251062-4475413	AMAZON.COM SERVICES, INC	LAMINATOR AND POUCHES	$ 101.87	wwtpcc
253934	7/27/2019	U59257709937	MOTOROLA SOLUTIONS INC	10 GASKETS, SEALS, CAPS, TOURGUE ADDER	$ 40.00	afdcc
253929	7/27/2019	371034	VILLAGE BOOKS	YA/TEEN BOOK	$ 20.64	libcc
253948	7/28/2019	111-5833671-7126647	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 89.10	libcc
253933	7/28/2019	E70412	SEBO'S DO-IT CENTER	SUPPLIES FOR M DANIELS FIELD	$ 66.12	parkscc1
254016	7/29/2019	113-8650030-1545064	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	$ 18.80	libcc
254065	7/29/2019	B817509-1	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	$ 304.36	pwfaccc
254012	7/29/2019	49430584	LOWE'S BUSINESS ACCOUNT/GEMB	FLUORIDE SYSTEM SUPPLIES	$ 52.23	wdistcc
254064	7/29/2019	SS823233234	SAFETYSIGN.COM	CAUTION SIGNS	$ 100.20	wwtpcc
254011	7/29/2019	E70692	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	$ 7.45	pwfaccc
254013	7/29/2019	E70862	SEBO'S DO-IT CENTER	NYLON LINE	$ 46.85	parkscc1
254014	7/29/2019	E70840	SEBO'S DO-IT CENTER	32" DUAL CUT LOPPERS	$ 108.68	wdistcc
254015	7/29/2019	E71127	SEBO'S DO-IT CENTER	PUMP STATION MAINTENANCE	$ 31.24	wwtpcc
254068	7/30/2019	0236676	FLSMIDTH KREBS INC	FRIEGHT FOR DOCKET 253237	$ 79.41	wtpcc
254066	7/30/2019	H81344	FRONTIER BUILDING SUPPLY	BOLTS - PICNIC TABLES	$ 33.36	parkscc1
254103	7/30/2019	INV-12614	IMAGE360	SIGNS FOR HYPO	$ 75.87	wtpcc
254107	7/30/2019	593 53 42 8853	SAFEWAY INC	ART DASH SUPPLIES	$ 3.03	parkscc1
254067	7/30/2019	E71299	SEBO'S DO-IT CENTER	BRASS END CAP	$ 5.32	parkscc1
254063	7/31/2019	000004319	ACORN NATURALISTS	WATERSHED DEMONSTRATION KIT	$ 51.90	pwfaccc
254198	7/31/2019	817974	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 19.07	museumcc
254101	7/31/2019	BU 281411	CENTRAL WELDING SUPPLY CO, INC	CAP SHIELD NOZZLE, HAND TORCH FOR SHOP	$ 202.89	shopcc
254102	7/31/2019	J81610	COASTAL FARM &	SAFETY WORK BOOTS - HARGETT	$ 82.60	shopcc
254105	7/31/2019	55608653	LOWE'S BUSINESS ACCOUNT/GEMB	MARINE ADHESIVE FOR FILTER 3 UNDERDRAIN	$ 32.54	wtpcc
254106	7/31/2019	78608538	LOWE'S BUSINESS ACCOUNT/GEMB	SUMP PUMP, ADAPTER	$ 219.55	wtpcc
254174	7/31/2019	001-441774	PISTON SERVICE OF ANACORTES	AIR FILTER	$ 59.09	wwtpcc
254100	7/31/2019	92939	PORT OF ANACORTES	MISC. FUEL	$ 14.72	shopcc
254196	7/31/2019	593 53 87 8853	SAFEWAY INC	ART DASH SUPPLIES	$ 21.23	parkscc1
254098	7/31/2019	E71861	SEBO'S DO-IT CENTER	HORNET/WASP KILLER	$ 17.65	parkscc1
254099	7/31/2019	E72034	SEBO'S DO-IT CENTER	HORNET KILLER	$ 7.65	parkscc1
254097	7/31/2019	9004454882	ZEP SALES & SERVICE	ZEP 40 CLEANER	$ 84.12	wwtpcc
254175	8/1/2019	D34128/1	ACE HARDWARE	WASP SPRAY	$ 55.71	parkscc1
254186	8/1/2019	D34194/1	ACE HARDWARE	SPRAYER	$ 50.85	wwtpcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254190	8/1/2019	D33922/1	ACE HARDWARE	ADAPTERS AND CONNECTORS -OCL FLOW METER	$ 75.86	wwtpcc
254197	8/1/2019	D34093/1	ACE HARDWARE	SPATULA	$ 7.60	parkscc1
254179	8/1/2019	111-1716462-4131469	AMAZON.COM SERVICES, INC	DOCUMENT SCANNER	$ 282.61	infosyscc
254192	8/1/2019	111-6398798-3849814	AMAZON.COM SERVICES, INC	SLUDGE FEED AUGER MOTOR	$ 251.08	wwtpcc
254180	8/1/2019	812019	AUTO TECH RESCUE	ODOMETER REPAIRS FOR VEH #011	$ 100.00	shopcc
254367	8/1/2019	B817506-1	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE ITEM	$ 120.66	pwfaccc
254373	8/1/2019	818348	BAYSHORE OFFICE PRODUCTS INC	EDUCATION SUPPLIES	$ 13.59	museumcc
254380	8/1/2019	818392	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 13.04	pwfaccc
255895	8/1/2019	13	CURTIS EMERGENCY SERVICES LLC, RICHARD	EMERGENCY MANAGEMENT SERVICES - AUGUST 2019	$ 1,912.50	medic
254193	8/1/2019	H80422	FRONTIER BUILDING SUPPLY	CAUTION TAPE	$ 30.11	pwfaccc
254176	8/1/2019	93098	PORT OF ANACORTES	FUEL - #857	$ 26.68	shopcc
254369	8/1/2019	S1832597	PUGET SOUND PIPE AND SUPPLY CO	PVC PIPE, COUPLING	$ 176.12	wtpcc
254183	8/1/2019	1263767	RITE AID	COTTON SWABS	$ 3.25	wtpcc
254188	8/1/2019	1263763	RITE AID	COTTON SWABS	$ 3.79	wtpcc
254383	8/1/2019	593 52 131 8852	SAFEWAY INC	GATORADE FOR ART DASH	$ 44.91	parkscc1
254177	8/1/2019	E72425	SEBO'S DO-IT CENTER	MAIN FLOOR REMODEL PROJECT	$ 999.82	pwfaccc
254178	8/1/2019	E72674	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	$ 12.60	museumcc
254181	8/1/2019	E72415	SEBO'S DO-IT CENTER	FASTENERS & PARTS FOR VEH #210	$ 30.70	shopcc
254184	8/1/2019	E72757	SEBO'S DO-IT CENTER	ISLAND VIEW FIELD REPAIRS	$ 51.05	parkscc1
254187	8/1/2019	E72747	SEBO'S DO-IT CENTER	FASTENERS FOR STORM WATER REPAIRS	$ 20.20	shopcc
254191	8/1/2019	E72513	SEBO'S DO-IT CENTER	EXPANDABLE COVER #210	$ 11.95	shopcc
254182	8/1/2019	099291	THRIFTY CLEANERS	WHITE SHIRTS AND UNIFORM PANTS	$ 79.14	afdcc
254194	8/1/2019	478749822	THRIVE COMMUNITY FITNESS	AUGUST VOLUNTEER MEMBERSHIP	$ 21.69	afdcc
254195	8/1/2019	478749821	THRIVE COMMUNITY FITNESS	2 AUGUST MEMBERSHIPS	$ 43.38	afdcc
254185	8/1/2019	WAPRO	WASHINGTON ASSOCIATION OF	FALL CONFERENCE REGISTRATION FEE; REC SUPERVISOR INGRAM	$ 175.00	apdcc
254366	8/2/2019	D34784/1	ACE HARDWARE	TAPE MEASURES ACE HARDWARE	$ 19.56	bldgcc
254376	8/2/2019	D34445/1	ACE HARDWARE	PLUMBING FITTINGS	$ 50.97	wwtpcc
254371	8/2/2019	SP193002	OLDCASTLE PRECAST INC	FIBER OPTICS BOLT DOWN COVERS	$ 2,468.40	wdistcc
254030	8/2/2019	1403558-0	RENTACRATE ENTERPRISES, LLC	50% DEPOSIT LIBRARY CART RENTAL	$ 7,187.80	pwfac
254368	8/2/2019	E73002	SEBO'S DO-IT CENTER	BALLFIELD REPAIR SUPPLIES	$ 4.02	parkscc1
254377	8/2/2019	E72987	SEBO'S DO-IT CENTER	LINE, BEE SPRAY	$ 32.62	parkscc1
254381	8/2/2019	E73340	SEBO'S DO-IT CENTER	PROPANE FOR SHOP	$ 9.98	shopcc
254364	8/2/2019	548438278	SIGMA-ALDRICH, INC.	SOLIDS IN SOIL TESTING	$ 123.59	wwtpcc
254378	8/2/2019	109194	SKAGIT REGIONAL HEALTH	TB TEST - JESSEN	$ 25.00	afdcc
254379	8/2/2019	001618	TRACYS	SIDE TABLE - NW'S OFFICE	$ 238.05	afdcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254385	8/3/2019	SO65728394	FRANKLIN PLANNER	OFFICE SUPPLIES	$ 43.41	museumcc
254365	8/3/2019	400161	GOPHER	MESH BALL BAGS AND FRIGHT $27.18	$ 203.36	pkreccc
254370	8/3/2019	194092	GREEN RIVER COMMUNITY COLLEGE	WTP OP 3, 4 CERT EXAM REVIEW - SETH VW	$ 315.00	wtpcc
254382	8/3/2019	1889cc	HAM RADIO OUTLET	RADIO & ACCESSORIES (SHOP), EOC ANTENNA	$ 2,140.63	afdcc
254384	8/3/2019	190808-005875	STARBUCKS	COFFEE FOR ART DASH VOLUNTEERS	$ 19.51	parkscc1
254372	8/4/2019	113-0356136-0291401	AMAZON.COM SERVICES, INC	AUDIO ADAPTER FOR INTERVIEW ROOM - NOT SOLD LOCALLY	$ 14.08	apdcc
254374	8/4/2019	114-4037907-4732211	AMAZON.COM SERVICES, INC	CHILDREN'S BOOK	$ 17.17	libcc
254412	8/4/2019	593 8 31 3230	SAFEWAY INC	WATER FOR REHAB	$ 16.48	afdcc
254411	8/5/2019	111-1436276-5299449	AMAZON.COM SERVICES, INC	HEAVY DUTY PLIERS WITH TIP KIT	$ 77.48	wwtpcc
254447	8/5/2019	818570	BAYSHORE OFFICE PRODUCTS INC	MAILING COSTS	$ 22.73	museumcc
254454	8/5/2019	818495	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; CLIP BOARDS AND PAPER PADS	$ 30.51	apdcc
254406	8/5/2019	H81338	FRONTIER BUILDING SUPPLY	LUMBER, BOLTS	$ 188.75	parkscc1
254400	8/5/2019	93565	PORT OF ANACORTES	FUEL - #90011	$ 68.65	pkreccc
254404	8/5/2019	E75020	SEBO'S DO-IT CENTER	ADHESIVE	$ 19.40	wwtpcc
254405	8/5/2019	E74707	SEBO'S DO-IT CENTER	BALLFIELD SUPPLIES	$ 6.25	parkscc1
254407	8/5/2019	E75000	SEBO'S DO-IT CENTER	FLOWER WATERING SUPPLIES	$ 26.15	parkscc1
254408	8/5/2019	E75034	SEBO'S DO-IT CENTER	WATERING SUPPLIES	$ 17.85	parkscc1
254410	8/5/2019	E74656	SEBO'S DO-IT CENTER	HYDRANT MAINT SUPPLIES	$ 73.26	pwfaccc
254453	8/5/2019	918839178	SHELL	FUEL- #90006	$ 9.67	shopcc
254401	8/5/2019	INV9414055	XBYTE TECHNOLOGIES, INC	COMPUTER ITEMS	$ 373.83	infosyscc
254402	8/5/2019	SO8413034	XBYTE TECHNOLOGIES, INC	SAMSUNG RAM	$ 708.00	infosyscc
254451	8/6/2019	D37262/1	ACE HARDWARE	SPLYFCT	$ 17.59	parkscc1
254448	8/6/2019	111-3412937-0477012	AMAZON.COM SERVICES, INC	SURFACE PRO 6	$ 861.44	infosyscc
254456	8/6/2019	114-3928498-1086629	AMAZON.COM SERVICES, INC	OPS: BREAK ROOM SUPPLIES	$ 43.47	shopcc
254500	8/6/2019	818760	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 18.58	museumcc
254450	8/6/2019	1130731	BLACKSTONE PUBLISHING	AUDIO BOOKS	$ 350.00	libcc
254446	8/6/2019	237610	ENNIS-FLINT, FLINT TRADING DIVISION	THERMOPLASTIC HANDICAP MARKINGS	$ 369.70	shopcc
254488	8/6/2019	001-442242	PISTON SERVICE OF ANACORTES	BRAKE PARTS CLEANER	$ 22.82	wwtpcc
254452	8/6/2019	93650	PORT OF ANACORTES	MISC FUEL - WA PARK	$ 27.16	shopcc
254457	8/6/2019	93659	PORT OF ANACORTES	FUEL FOR SMALL EQUIPMENT-#90011	$ 103.30	shopcc
254449	8/6/2019	E75487	SEBO'S DO-IT CENTER	WASP & HORNET SPRAY	$ 14.66	parkscc1
254460	8/6/2019	E75412	SEBO'S DO-IT CENTER	MURIATIC ACID	$ 173.70	wwtpcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254490	8/6/2019	6065-5	SHERWIN WILLIAMS	PAINT STRIPER PUMP- #13923	$ 1,277.23	shopcc
254459	8/6/2019	37800	WASHINGTON ASSOCIATION OF	BOOKS	$ 3,342.80	bldgcc
254491	8/6/2019	6972	WEST MARINE PRODUCTS, INC	SAILING SUPPLIES	$ 32.12	pkreccc
254455	8/7/2019	112-6734804-5265047	AMAZON.COM SERVICES, INC	CONVERTER	$ 119.52	infosyscc
254494	8/7/2019	114-8615670-4244263	AMAZON.COM SERVICES, INC	OPS: OFFICE SUPPLIES	$ 82.85	shopcc
254495	8/7/2019	114-8615670-4244263	AMAZON.COM SERVICES, INC	OPS: OFFICE SUPPLIES	$ 10.86	shopcc
254551	8/7/2019	8561 01 92401	HOME DEPOT	BLOWER AND REPLACEMENT HOSE	$ 147.53	parkscc1
254492	8/7/2019	0202041-IN	NURNBERG SCIENTIFIC	PROTECTIVE COVER FOR THERMO PH METER	$ 131.56	wtpcc
254496	8/7/2019	S163837	OLDCASTLE PRECAST INC	44 RISER 12"	$ 671.90	pwfaccc
254489	8/7/2019	E76093	SEBO'S DO-IT CENTER	CUTOFF WHEELS	$ 27.61	wwtpcc
254497	8/7/2019	E76306	SEBO'S DO-IT CENTER	FASTENERS	$ 1.18	afdcc
254499	8/7/2019	3076	SHIFT CALENDARS	ANNUAL SHIFT CALENDAR ORDER - 2020	$ 394.22	afdcc
254498	8/7/2019	R287065761	STICKER MULE	STICKERS	$ 150.26	pwfaccc
254552	8/8/2019	112-5537172-5255436	AMAZON.COM SERVICES, INC	POWER SUPPLY	$ 37.91	infosyscc
254556	8/8/2019	112-5595859-3042636	AMAZON.COM SERVICES, INC	RAM MOUNT - 2903 TABLET	$ 33.14	afdcc
254550	8/8/2019	J84782	COASTAL FARM &	SAFETY GEAR- STREET DEPT	$ 139.11	shopcc
254553	8/8/2019	J84781	COASTAL FARM &	SAFETY GEAR- STREET DEPT	$ 139.11	shopcc
254545	8/8/2019	02-03714-15724	EBAY	NITRILE GLOVES	$ 239.12	wwtpcc
254546	8/8/2019	22-03713-05812	EBAY	AUTOCLAVE WASH BOTTLES	$ 57.60	wwtpcc
254548	8/8/2019	Facebook Ad 7-9-2019	FACEBOOK	FACEBOOK ADVERTISING JULY 9 MARS	$ 10.00	libcc
254543	8/8/2019	CS8829	MOBILEDEMAND	WTP-SCADA TABLET COVERS	$ 123.09	infosyscc
254493	8/8/2019	1202333605	NEWEGG BUSINESS, INC.	NETWORK ACCESS POINT	$ 652.19	infosyscc
254541	8/8/2019	E76837	SEBO'S DO-IT CENTER	HORNET KILLER	$ 31.63	parkscc1
254542	8/8/2019	E76685	SEBO'S DO-IT CENTER	SILICONE AND ADAPTER	$ 21.27	parkscc1
254554	8/8/2019	E76491	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- WATER DEPT	$ 49.32	pwfaccc
254555	8/8/2019	E76529	SEBO'S DO-IT CENTER	LANDSCAPING TOOLS	$ 40.03	parkscc1
254655	8/8/2019	6493-9	SHERWIN WILLIAMS	PAINT- WATER DEPT	$ 74.01	pwfaccc
255557	8/8/2019	116378	SKAGIT SOILS, INC.	GENERAL SOIL. PICKED UP.	$ 111.21	dshop
254549	8/8/2019	1661 4928 2525 8781	WALMART	TARGETS FOR RANGE - TRAINING	$ 7.48	apdcc
254558	8/9/2019	RCN53ZSJZE	AIRBNB, INC	ACCOMMODATION: ADMIN CONFERENCE	$ 260.78	afdcc
254652	8/9/2019	112-1995233-5297012	AMAZON.COM SERVICES, INC	SWITCH	$ 1,282.56	infosyscc
254653	8/9/2019	112-7224880-3918610	AMAZON.COM SERVICES, INC	ETHERNET SWITCH	$ 639.16	infosyscc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254645	8/9/2019	817248	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	$ 5,760.01	pwfaccc
254646	8/9/2019	819208	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE ITEMS	$ 390.83	pwfaccc
254651	8/9/2019	819048	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES; PENS	$ 27.35	apdcc
254656	8/9/2019	819026	BAYSHORE OFFICE PRODUCTS INC	WIRELESS MOUSE AND MOUSE PAD	$ 69.14	pwfaccc
242205	8/9/2019	08869	BUD CLARY CHEVROLET, INC.	2019 CHEVY TAHOE POLICE PURSUIT VEH #040A	$ 48,249.92	dshop
255555	8/9/2019	08871	BUD CLARY CHEVROLET, INC.	2019 TAHOE POLICE VEH #041A	$ 48,249.92	dshop
254662	8/9/2019	H82950	FRONTIER BUILDING SUPPLY	2X6 FIR DECKING- STREET DEPT	$ 277.64	shopcc
254660	8/9/2019	001-442641	PISTON SERVICE OF ANACORTES	LED LIGHTS- STREET DEPT	$ 86.93	shopcc
254659	8/9/2019	S3360406.002	PLUMBERSTOCK.COM	LAWN HYDRANT	$ 188.07	wwtpcc
254647	8/9/2019	E77166	SEBO'S DO-IT CENTER	CLAMP, VINYL TUBE- STREET DEPT	$ 5.18	shopcc
254648	8/9/2019	E77043	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	$ 34.07	shopcc
254649	8/9/2019	E77129	SEBO'S DO-IT CENTER	PADLOCK- STREET DEPT	$ 21.29	shopcc
254650	8/9/2019	E77133	SEBO'S DO-IT CENTER	SPRAY PAINT, CLOTHES HOOKS	$ 31.04	afdcc
254658	8/9/2019	E77071	SEBO'S DO-IT CENTER	FASTENERS- VEH #610	$ 10.16	shopcc
254663	8/9/2019	E77202	SEBO'S DO-IT CENTER	SUPPLIES- STREET DEPT	$ 163.97	shopcc
254661	8/9/2019	6545-6	SHERWIN WILLIAMS	PAINT- STREET DEPT	$ 74.61	shopcc
254657	8/11/2019	D40515/1	ACE HARDWARE	PVC FOR OCL MASS FLOW METER PROJCT	$ 42.14	wwtpcc
254654	8/11/2019	111-6008102-0969842	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 28.23	libcc
254701	8/12/2019	D41133/1	ACE HARDWARE	JUNCTION BOX	$ 19.56	wwtpcc
254702	8/12/2019	112-8461422-2896244	AMAZON.COM SERVICES, INC	PORT SWITCH	$ 57.17	infosyscc
254703	8/12/2019	112-8948664-6965040	AMAZON.COM SERVICES, INC	PORT POWER SHELF	$ 38.21	infosyscc
254738	8/12/2019	819319	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - FIBER	$ 29.75	fibercc
254704	8/12/2019	L0076853112	DEPARTMENT OF LICENSING	LICENSING FEES- #041A, #804, #040A	$ 147.03	shopcc
254706	8/12/2019	97177	EBAY	TWO MS SURFACE PRO STYLUS	$ 68.57	afdcc
255615	8/12/2019	19-28812	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	$ 49.00	dwtp
254699	8/12/2019	125027	HARBOR FREIGHT TOOLS	SAND PUMP FITTINGS	$ 8.14	wtpcc
254708	8/12/2019	345617	MY TAILOR	PATCHES/NAMETAG ON CLASS B	$ 18.00	afdcc
254697	8/12/2019	0202181-IN	NURNBERG SCIENTIFIC	CYLINDER TD A GRADE	$ 213.93	wwtpcc
254735	8/12/2019	980-2-1890-941130-19	OFFICE MAX	SOCCER COACH SUPPLIES	$ 13.03	pkreccc
254733	8/12/2019	593 6 32 5587	SAFEWAY INC	ICE FOR THE LAB	$ 29.90	wwtpcc
254696	8/12/2019	E78708	SEBO'S DO-IT CENTER	PVC PIPE, ELBOWS, COUPLINGS, WET CEMENT-WATER DEPT	$ 25.03	wdistcc
254698	8/12/2019	E78937	SEBO'S DO-IT CENTER	MARKING PAINT	$ 35.52	parkscc1
254700	8/12/2019	E78992	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	$ 71.00	shopcc
254707	8/12/2019	E78688	SEBO'S DO-IT CENTER	TITANIUM BITS- STREET DEPT	$ 19.98	shopcc
254737	8/13/2019	D41637/1	ACE HARDWARE	WIRE BRUSHES	$ 14.84	wtpcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254745	8/13/2019	D41512/1	ACE HARDWARE	SPONGE RUBBER TAPE	$ 10.86	wtpcc
254741	8/13/2019	112-8083225-7348203	AMAZON.COM SERVICES, INC	LIGHT CONTROLLER SEQUENCER BOARD	$ 38.03	shopcc
254742	8/13/2019	111-4696270-5421813	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 78.18	libcc
254744	8/13/2019	112-7264872-5465828	AMAZON.COM SERVICES, INC	BALL ADAPTER FOR RAM MOUNT	$ 15.21	afdcc
254747	8/13/2019	111-6904513-3240224	AMAZON.COM SERVICES, INC	GARBAGE BAGS	$ 33.20	wwtpcc
254739	8/13/2019	138676	AMERICAN WATER WORKS	AWWA LEADERSHIP SYMPOSIUM - JEFF, CALEB	$ 500.00	wtpcc
254740	8/13/2019	138683	AMERICAN WATER WORKS	AWWA LEADERSHIP SYMPOSIUM - SETH VW	$ 250.00	wtpcc
254736	8/13/2019	1653-1493-1137-5714	EBAY	TRAINING REG; LOCK PICK FOR LAW ENF - CORP FARRELL	$ 109.00	apdcc
254796	8/13/2019	mdi1907051	MDI MANUFACTURERS DISTRIBUTOR	SPRING REWIND HOSE REEL- VEH #601	$ 591.46	shopcc
254734	8/13/2019	075794	MY TAILOR	NAMETAGS ON CLASS B	$ 13.50	afdcc
254793	8/13/2019	593 6 4 4284	SAFEWAY INC	WELCOME RECEPTION	$ 13.05	afdcc
254743	8/13/2019	068702	THE DONUT HOUSE	WELCOME RECEPTION	$ 37.60	afdcc
254792	8/14/2019	D42362/1	ACE HARDWARE	HOSE BARB ADAPTER	$ 10.13	wwtpcc
254746	8/14/2019	113-5025238-6887404	AMAZON.COM SERVICES, INC	CELL CASES/HOLSTERS, MONITOR STAND (JK)	$ 90.15	afdcc
254794	8/14/2019	112-4143124-3837035	AMAZON.COM SERVICES, INC	RAM MOUNT SOCKET ARM - 2903	$ 20.10	afdcc
254797	8/14/2019	113-3327609-9309853	AMAZON.COM SERVICES, INC	WIRELESS ADAPTER - RADIO REPAIR	$ 16.29	afdcc
254787	8/14/2019	ChlorineCJS	AMERICAN WATER WORKS	AWWA CHLORINE CLASS - CAMERON JS	$ 50.00	wtpcc
254788	8/14/2019	ChlorineIB	AMERICAN WATER WORKS	AWWA CHLORINE CLASS - ISAAC B 9/19	$ 50.00	wtpcc
254789	8/14/2019	ChlorineCR	AMERICAN WATER WORKS	AWWA CHLORINE CLASS - CALEB R 9/19	$ 50.00	wtpcc
254790	8/14/2019	ChlorineKB	AMERICAN WATER WORKS	AWWA CHLORINE CLASS - KENT B 10/1	$ 50.00	wtpcc
254853	8/14/2019	819556	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 4.45	museumcc
254786	8/14/2019	1132677	BLACKSTONE PUBLISHING	AUDIO BOOK	$ 50.00	libcc
254748	8/14/2019	981124226	NORTHERN SAFETY CO INC	SAFETY GLOVES- STREET DEPT	$ 36.16	shopcc
254836	8/14/2019	362392389-001	OFFICE DEPOT, INC.	OPERATING SUPPLIES - POLICE DEPT	$ 621.56	financecc
254783	8/14/2019	12345	PORT OF ANACORTES	#90023 FUEL FOR PARKS	$ 16.68	pkreccc
254781	8/14/2019	E80260	SEBO'S DO-IT CENTER	HOSE BIB AND BRASS ADAPTER	$ 20.20	wwtpcc
254782	8/14/2019	E80003	SEBO'S DO-IT CENTER	MAINTENANCE	$ 8.11	museumcc
254785	8/14/2019	E80178	SEBO'S DO-IT CENTER	FASTENERS	$ 31.65	parkscc1
254847	8/14/2019	6746-0	SHERWIN WILLIAMS	YELLOW PAINT- WATER DEPT	$ 74.01	pwfaccc
254846	8/15/2019	D42648/1	ACE HARDWARE	PVC	$ 9.73	wwtpcc
254791	8/15/2019	113-0603939-1055424	AMAZON.COM SERVICES, INC	ICE PACKS - REUSABLE COLD/HOT COMPRESS	$ 16.25	apdcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254837	8/15/2019	112-3365953-2803459	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - FINANCE	$ 58.70	financecc
254838	8/15/2019	112-8391491-7414660	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - ASAC	$ 92.38	financecc
254850	8/15/2019	111-4976302-9314614	AMAZON.COM SERVICES, INC	PAPER TOWELS	$ 93.06	wwtpcc
254854	8/15/2019	937877	AMERICAN ASSOCIATION FOR	TRAINING	$ 15.00	museumcc
254906	8/15/2019	819770	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 7.30	execc
254907	8/15/2019	819775	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 9.52	execc
254840	8/15/2019	104851	CHALLENGER TEAMWEAR	SOCCER JERSEYS	$ 1,020.34	pkreccc
254842	8/15/2019	97391	ELECTRONIC DISTRIBUTING	ADAPTER - RADIO REPAIR	$ 10.82	afdcc
254839	8/15/2019	0202349-IN	NURNBERG SCIENTIFIC	LAB CHEMICALS	$ 45.11	wwtpcc
254927	8/15/2019	593 52 46 8852	SAFEWAY INC	SUPPLIES FOR SURVIVOR CAMP	$ 53.39	parkscc1
254841	8/15/2019	E80808	SEBO'S DO-IT CENTER	BALL VALVES	$ 45.78	wwtpcc
254844	8/15/2019	E80748	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	$ 128.71	shopcc
254845	8/15/2019	E80755	SEBO'S DO-IT CENTER	15' OUTDOOR CORD- STREET DEPT	$ 13.84	shopcc
254848	8/15/2019	E80905	SEBO'S DO-IT CENTER	FASTENERS	$ 2.65	wwtpcc
254843	8/15/2019	OCXN5-G5A05-3T9	VISTAPRINT	BUSINESS CARDS - FIBER	$ 39.33	fibercc
254762	8/15/2019	4743	WASHINGTON RECREATION	2019 FALL SUMMIT REGISTRATION - T. ANDERSON	$ 205.00	parks1
254923	8/15/2019	7700	WEST MARINE PRODUCTS, INC	FUSE- VEH #511	$ 12.49	shopcc
254905	8/16/2019	D43627/1	ACE HARDWARE	UTILITY LOCATE PAINT	$ 27.74	wwtpcc
254921	8/16/2019	113-7317757-3478619	AMAZON.COM SERVICES, INC	OPS: BREAKROOM SUPPLIES	$ 22.10	shopcc
254928	8/16/2019	35592	ASSOCIATION OF WASHINGTON	AWC WAPELRA FALL CONFERENCE TRAINING	$ 249.00	hrcc1
254909	8/16/2019	819769	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 10.38	execc
254910	8/16/2019	V888773	PLATT ELECTRIC SUPPLY INC	FACILITY USE ITEMS	$ 24.96	pwfaccc
254922	8/16/2019	1186093	RED LION HOTEL	LODGING- WATER DEPT TRAINING	$ 602.44	wdistcc
254919	8/16/2019	6810-4	SEBO'S DO-IT CENTER	PAINT - DEPOT GRAFFITI	$ 29.52	parkscc1
254920	8/16/2019	E81213	SEBO'S DO-IT CENTER	PINK MARKING PAINT- STREET DEPT	$ 14.89	shopcc
254917	8/16/2019	6808-8	SHERWIN WILLIAMS	PAINT - DEPOT GRAFFITI	$ 66.32	parkscc1
254918	8/16/2019	6809-6	SHERWIN WILLIAMS	PAINT - DEPOT GRAFFITI	$ 9.01	parkscc1
255873	8/16/2019	1299669	SURETY PEST CONTROL	INSECT AND RODENT MAINTENANCE FOR MUSEUM	$ 44.57	pwfac
254915	8/16/2019	4-25968	US BANK	SEATTLE PARKING	$ 13.00	pwfaccc
254908	8/16/2019	L96R6-G5A04-9N6	VISTAPRINT	BUSINESS CARDS	$ 24.11	execc
254924	8/17/2019	113-5949164-3733006	AMAZON.COM SERVICES, INC	COFFEE FILTERS	$ 13.83	afdcc
255729	8/17/2019	97763	LAKESIDE INDUSTRIES, INC.	ROCK FOR GUEMES CHANNEL TRAIL	$ 229.48	parks1
254916	8/17/2019	8330138579	MOTOROLA SOLUTIONS INC	RADIO REPAIR	$ 608.72	afdcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
254926	8/17/2019	981124226	NORTHERN SAFETY CO INC	SAFETY GEAR- STREET DEPT	$ 352.96	shopcc
254911	8/18/2019	E06008VM82	MICROSOFT CORPORATION	AZURE GOVERNMENT PAY-AS-YOU-GO 7/2-8/1/19	$ 751.40	infosyscc
254912	8/18/2019	1Z99E0180198268065	UNITED PARCEL SERVICE, INC	COURIER SERVICE FOR LAB TESTING	$ 106.67	wwtpcc
254914	8/18/2019	ADJ0026129	UNITED PARCEL SERVICE, INC	FREIGHT ADJUSTMENT	$ 15.31	wwtpcc
255020	8/19/2019	D44978/1	ACE HARDWARE	PLUMBING SUPPLIES - STORVIK	$ 82.20	parkscc1
254925	8/19/2019	111-1256172-2574662	AMAZON.COM SERVICES, INC	PENS	$ 13.02	wwtpcc
255016	8/19/2019	113-8611030-5737010	AMAZON.COM SERVICES, INC	OPS: BREAKROOM SUPPLIES	$ 7.85	shopcc
255022	8/19/2019	111-3019565-3629861	AMAZON.COM SERVICES, INC	ALLEN WRENCH COMBO	$ 16.29	wwtpcc
255086	8/19/2019	819998	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 41.30	parkscc1
255613	8/19/2019	450	BLUE COW CARWASH	MAY, JUNE, JULY CAR WASHES- 43	$ 430.00	dshop
255018	8/19/2019	J89405	COASTAL FARM &	BOOTS - SETH VW	$ 78.25	wtpcc
255023	8/19/2019	20142701	INTERNATIONAL CODE COUNCIL,INC	FIRE INSPECTOR 1 EXAM QUESTIONS - .PDF DOWNLOAD	$ 64.99	afdcc
255009	8/19/2019	36320110	LIFELINE	MEDICAL SERVICES & HEALTH-PHILIPS LIFELINE	$ 55.12	hrcc1
255019	8/19/2019	10163708	MOUNT VERNON BUILDING CENTER	SIDE BOARDS FOR DUMP TRUCK 605	$ 164.75	wtpcc
255012	8/19/2019	0202435-IN	NURNBERG SCIENTIFIC	HEATING ELEMENT	$ 1,423.49	wwtpcc
255010	8/19/2019	95048	PORT OF ANACORTES	FUEL- #90011	$ 18.26	dshop
255015	8/19/2019	94983	PORT OF ANACORTES	MISC FUEL #90007	$ 40.69	dshop
255025	8/19/2019	SO100483883	S & S WORLDWIDE, INC	REC PROGRAM SUPPIES	$ 112.93	parkscc1
255011	8/19/2019	E83057	SEBO'S DO-IT CENTER	ELECTRICAL - STORVIK	$ 19.15	parkscc1
255013	8/19/2019	E83265	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- SHOP	$ 7.22	shopcc
255014	8/19/2019	E833033	SEBO'S DO-IT CENTER	IRRIGATION - STORVIK	$ 67.39	parkscc1
255017	8/19/2019	E83267	SEBO'S DO-IT CENTER	BED SPRAY COATING- WATER DEPT	$ 10.64	wdistcc
255024	8/19/2019	123456	US BANK	OPERATING SUPPLIES	$ 105.65	afdcc
255084	8/19/2019	100123491	US BANK	OFFICE SUPPLIES	$ 99.95	libcc
255083	8/19/2019	203217	VILLAGE BOOKS	CHILDREN'S BOOK	$ 26.09	libcc
255077	8/19/2019	24103118	WASHINGTON STATE FERRIES	TRAVEL TO SAN JUAN CO JAIL TO INTERVIEW/BRING BACK SUSPECT IN HOMICIDECASE	$ 80.90	apdcc
255078	8/20/2019	D45640/1	ACE HARDWARE	SCREENS FOR BOOSTER REPAIRS	$ 6.84	wtpcc
255080	8/20/2019	D45543/1	ACE HARDWARE	PVC AND ADAPTERS	$ 27.83	wwtpcc
255079	8/20/2019	3771	AMERICAN WATER WORKS	AWWA CHLORINE CLASS - CAMERON F 9/19	$ 50.00	wtpcc
255081	8/20/2019	1058858543	B & H PHOTO - VIDEO	SERVER SWITCH	$ 2,160.86	infosyscc
255881	8/20/2019	263952A	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 112.41	pwfac
255112	8/20/2019	8561 02 52858	HOME DEPOT	OPERATING SUPPLIES- STREET DEPT	$ 389.05	shopcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255075	8/20/2019	0202487-IN	NURNBERG SCIENTIFIC	LAB SUPPLIES	$ 138.67	wwtpcc
255117	8/20/2019	001-443611	PISTON SERVICE OF ANACORTES	BED COATING- WATER DEPT	$ 29.39	pwfaccc
255111	8/20/2019	1472 45 106 4763	SAFEWAY INC	ICE FOR WATER SAMPLES	$ 2.99	wtpcc
255076	8/20/2019	E83936	SEBO'S DO-IT CENTER	CARB & GASKET- #6904A	$ 33.37	shopcc
255085	8/20/2019	E83774	SEBO'S DO-IT CENTER	PAINT THINNER, PAINT BRUSH- WATER DEPT	$ 31.27	pwfaccc
255113	8/21/2019	D46113/1	ACE HARDWARE	BATTERIES- WATER DEPT	$ 11.73	wdistcc
255082	8/21/2019	112-6126222-2595409	AMAZON.COM SERVICES, INC	TWIST-LOCK PHOTO CONTROL- STREET DEPT	$ 24.66	shopcc
255161	8/21/2019	366622047	OFFICE DEPOT, INC.	COPY PAPER - ASAC	$ 71.72	financecc
255165	8/21/2019	001-443746	PISTON SERVICE OF ANACORTES	DRILL BIT	$ 3.25	parkscc1
255166	8/21/2019	001-443782	PISTON SERVICE OF ANACORTES	DRILL BIT SET	$ 193.01	parkscc1
255163	8/21/2019	593 54 15 8854	SAFEWAY INC	FIRST AID KIT SUPPLIES	$ 9.10	pkreccc
255174	8/21/2019	402 5 371 5050	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	$ 35.35	parkscc1
255110	8/21/2019	98543	SKAGIT RIVER STEEL &	FLAT BAR 3/8 X 2	$ 25.50	parkscc1
255114	8/21/2019	495509	THE MAILBOX	OVERNIGHT FEDEX TO WSDOT FOR SHIP HARBOR BLVD & SR20 SPUR INTERSECTION DOCUMENTS	$ 22.25	legalcc
255118	8/21/2019	191082	T-SHIRTS BY DESIGN	LOGOS ADDED TO SAFETY GEAR- WATER DEPT	$ 258.23	pwfaccc
255109	8/21/2019	41535646055	WASHINGTON FIRE CHIEFS	2019 FIRE MECHANICS FALL CONFERENCE- DAN M	$ 600.00	shopcc
255119	8/21/2019	41535774455	WASHINGTON FIRE CHIEFS	2019 FIRE MECHANICS FALL CONFERENCE- SCOTT P	$ 600.00	shopcc
255115	8/22/2019	111-0258821-3243416	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 15.45	libcc
255116	8/22/2019	111-0258821-3243416	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 42.35	libcc
255167	8/22/2019	112-4726886-9080222	AMAZON.COM SERVICES, INC	PLANNING COMMISSIONERS GUIDE. SHIPPED	$ 370.44	plancc
255255	8/22/2019	820431	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES FIBER	$ 85.94	fibercc
255164	8/22/2019	62090909	MOORE MEDICAL LLC	COLD PACKS	$ 43.57	pkreccc
255120	8/22/2019	0981124226	NORTHERN SAFETY CO INC	SAFETY GEAR- STREET DEPT	$ 15.09	shopcc
255121	8/22/2019	0981124226-1	NORTHERN SAFETY CO INC	SAFETY GEAR- STREET DEPT	$ 281.13	shopcc
255269	8/22/2019	593 53 10 8853	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	$ 4.58	parkscc1
255162	8/22/2019	066421	UNITED PARCEL SERVICE, INC	SHIPPING FEES- VEH #009	$ 19.58	shopcc
255168	8/22/2019	6039	UNITED PARCEL SERVICE, INC	WATER SAMPLES SHIPMENT TO ESPRI 6039	$ 269.39	wtpcc
255170	8/22/2019	9622	UNITED PARCEL SERVICE, INC	WATER SAMPLES SHIPPED TO ESPRI	$ 276.06	wtpcc
255172	8/22/2019	72306342	UNITED STATES POSTAL SERVICE	POSTAGE FOR PASSPORTS	$ 369.30	libcc
255253	8/23/2019	D47395/1	ACE HARDWARE	PLUMBING FOR DRAINS	$ 25.39	wtpcc
255254	8/23/2019	D47419/1	ACE HARDWARE	PLUMBING FOR DRAINS	$ 26.37	wtpcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255173	8/23/2019	111-2328409-7221034	AMAZON.COM SERVICES, INC	CLOROX DISINFECTING WIPES	$ 11.57	wwtpcc
255268	8/23/2019	111-3016857-3736246	AMAZON.COM SERVICES, INC	LYSOL SPRAY	$ 23.42	wwtpcc
255171	8/23/2019	7001712471	AMERICAN WATER WORKS	WSO WATER TREATMENT, 3 & 4, BOOK	$ 89.50	wtpcc
255242	8/23/2019	820497	BAYSHORE OFFICE PRODUCTS INC	HR WHOLESALE OFFICE SUP-BAYSHORE OFFICE PRODUC	$ 55.99	hrcc1
255245	8/23/2019	820623	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 5.59	museumcc
255251	8/23/2019	589235625026268	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 102.71	pwfaccc
255259	8/23/2019	820658	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 20.74	plancc
255264	8/23/2019	820694	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	$ 8.15	libcc
255885	8/23/2019	1HTKJPVK9KH238073	BLADE CHEVROLET	2019 CHEVROLET SILVERADO	$ 52,839.17	pw1
255247	8/23/2019	7466929652546	EXPEDIA.COM	LODGING 12-3-12/5 OLIVERI	$ 340.52	afdcc
255876	8/23/2019	WAANA118619	FASTENAL COMPANY	SHOP RESTOCK	$ 358.24	dwwtp
255899	8/23/2019	2914-21908111	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 8/23/19	$ 4,973.75	pw1
255252	8/23/2019	9273016254	GRAINGER	TUBING	$ 593.63	wwtpcc
255243	8/23/2019	7656	LITTLE CAESARS PIZZA	CREW LUNCH - WATERMAIN BREAK	$ 47.81	wdistcc
255246	8/23/2019	E85600	SEBO'S DO-IT CENTER	CUT KEY FOR VEH #003	$ 4.24	shopcc
255267	8/23/2019	E85422	SEBO'S DO-IT CENTER	CUTTER BLADES, PVC CUTTERS	$ 36.19	pwfaccc
255310	8/23/2019	E85623	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	$ 163.02	pwfaccc
255244	8/23/2019	82214	WATERMARK BOOK COMPANY	BOOK	$ 30.38	museumcc
255256	8/24/2019	1073660151	ADOBE SYSTEMS INCORPORATED	MARKETING MATERIALS FIBER	$ 10.86	fibercc
255241	8/24/2019	1385453	MY360TIX	SKAGIT CO. HOUSING SUMMIT TICKET	$ 17.53	execc
255261	8/24/2019	8827	UNITED PARCEL SERVICE, INC	SHIPPING - RETURNED TABLET CASE	$ 18.40	wtpcc
255260	8/24/2019	JZ36J-G5A82-4U5	VISTAPRINT	BUSINESS CARDS - CHAD S, JEFF M	$ 24.97	wtpcc
255262	8/25/2019	111-8191573-1309802	AMAZON.COM SERVICES, INC	PHONE CASE - RENEWED	$ 14.05	wtpcc
255263	8/25/2019	112-7767893-4045060	AMAZON.COM SERVICES, INC	BBP KITS FOR VEHICLES	$ 81.25	shopcc
255907	8/25/2019	19002-04	KINGWORKS CONSULTING ENGRS	FIRE STATION 3 UPGRADES - ENGINEERING SERVICES - AUGUST 2019	$ 132.00	medic
255257	8/25/2019	12345	MOTOROLA SOLUTIONS INC	RADIO REPAIR	$ 80.00	afdcc
255248	8/25/2019	167752	US BANK	TRAINING 9/15	$ 364.62	admsrvcc
255265	8/26/2019	111-7819557-1809023	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 36.69	libcc
255266	8/26/2019	111-1960610-9788239	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	$ 14.62	libcc
255912	8/26/2019	16997	ENTERPRISE OFFICE SYSTEMS INC	OFFICE SUPPLIES	$ 17.77	publib
255553	8/26/2019	5005114492	FERRELLGAS, LP	AUGUST PROPANE INVOICE - AUTOGAS ACCOUNT	$ 403.28	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255909	8/26/2019	41579066	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	$ 69.17	publib
255911	8/26/2019	41579067	INGRAM LIBRARY SERVICES, LLC	JUVENILE BOOKS	$ 304.14	publib
255566	8/26/2019	1178321	SKAGIT PUBLISHING LLC	PUBLISH SVH-1938107	$ 96.72	finance
255731	8/28/2019	238598	ENNIS-FLINT, FLINT TRADING DIVISION	HANDICAP SYMBOLS- STREET DEPT	$ 2,529.77	dshop
255579	8/28/2019	220015149234	PUGET SOUND ENERGY INC	8147 S MARCH POINT RD ST LIGHTS- 07/30-08/28/19	$ 25.45	dshop
255569	8/28/2019	1937979	SKAGIT PUBLISHING LLC	PUBLISH AA-1937979	$ 219.24	finance
255903	8/29/2019	6671381	DEMCO, INC.	BOOK PROCESSING MATERIALS	$ 60.61	publib
255724	8/29/2019	126468	FRONTIER FORD	HOUSING & COVER- VEH #100	$ 102.69	dshop
255655	8/29/2019	001-444525	PISTON SERVICE OF ANACORTES	250 AMP FUSE- VEH #511	$ 12.45	dshop
255719	8/29/2019	001-444522	PISTON SERVICE OF ANACORTES	FITTINGS & BRAKE CLEAN- SHOP	$ 55.24	dshop
255570	8/29/2019	3466	RAINIER ENVIRONMENTAL LAB	ACUTE TESTING	$ 850.00	dwwtp
255556	8/29/2019	2018 VR Anacortes	SKAGIT COUNTY AUDITOR'S OFFICE	2018 VOTER REGISTRATION SERVICES	$ 57,103.65	finance
255722	8/30/2019	001-444651	PISTON SERVICE OF ANACORTES	OIL DRY- SHOP	$ 67.89	dshop
255804	8/30/2019	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 8/1-8/30/19	$ 6.57	publib
255806	8/30/2019	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 8/1-8/30/19	$ 20.60	publib
255801	8/31/2019	INV-US24184	BIBLIOTHECA , LLC	MEDIA CASES TECHNICAL SERVICES	$ 1,708.08	publib
255603	8/31/2019	99444	LAKESIDE INDUSTRIES, INC.	ROCK SALES - WATER DEPT	$ 900.86	wdist
255612	8/31/2019	99445	LAKESIDE INDUSTRIES, INC.	ASPHALT- WATER DEPT	$ 805.22	wdist
255926	8/31/2019	4638283	LANGUAGE LINE SERVICES	TELEPHONE INTERPRETER SERVICES IN COURT ROOM	$ 7.10	court
255896	8/31/2019	0819	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - AUGUST 2019	$ 237.50	admsrv
255887	8/31/2019	IN932540	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT	$ 17,718.75	pw1
255889	8/31/2019	IN932535	NOANET	PHASE 3 PER DIEM CHARGES FOR ENGINEERING SERVICES	$ 410.00	pw1
255890	8/31/2019	IN932535	NOANET	FIBER BUILD PER DIEM CHARGES FOR ENGINEERING SERVICES	$ 656.00	fiber
255918	8/31/2019	IN932540	NOANET	CBD & PILOT AREAS - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT	$ 16,667.50	fiber
255802	8/31/2019	0000681159	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY MONTHLY SUBSCRIPTION	$ 371.59	publib
255919	8/31/2019	28950	PACIFIC SECURITY	SECURITY DETAIL COURT DAYS	$ 717.50	court
255548	8/31/2019	1049404	PUBLIC SURPLUS	PUBLIC SURPLUS AUCTION FEES AUG	$ 7.18	finance
255925	8/31/2019	29765	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION - 7/22/19-8/22/19	$ 1,729.52	pw1
255898	8/31/2019	1323	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - AUGUST 2019	$ 1,011.63	pw1
255928	8/31/2019	0173	SKAGIT COUNTY SOLID WASTE FUND	AUGUST TONNAGE HAULED	$ 90,202.27	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255573	8/31/2019	114-9070540	UNITED SITE SERVICES, INC	ACE OF HEARTS DOG PARK - AUG 2019	$ 63.86	parks1
255574	8/31/2019	114-9070108	UNITED SITE SERVICES, INC	6300 SUNSET AVE - AUG 2019	$ 165.84	parks1
255575	8/31/2019	114-9070538	UNITED SITE SERVICES, INC	WASH PARK LOOP - AUG 2019	$ 119.13	parks1
255576	8/31/2019	114-9070597	UNITED SITE SERVICES, INC	WASH PARK - LOOP 2 - AUG 2019	$ 133.24	parks1
255577	8/31/2019	114-9070654	UNITED SITE SERVICES, INC	GCT - EDWARDS WAY - AUG 2019	$ 94.60	parks1
255578	8/31/2019	114-9070719	UNITED SITE SERVICES, INC	6300 SUNSET AVE - PLAYGROUND AREA - AUG 2019	$ 165.46	parks1
255653	8/31/2019	9080125	UTILITIES UNDERGROUND LOCATION	AUGUST LOCATES	$ 215.43	dshop
255900	8/31/2019	206540	WIDENER & ASSOCIATES	SANITARY SEWER STORAGE STUDY - ENVIRONMENTAL SERVICES - AUG 2019	$ 616.00	pw1
255901	8/31/2019	206539	WIDENER & ASSOCIATES	GUEMES CHANNEL TRAIL - BIOLOGICAL EVALUATION & PERMIT - AUGUST 2019	$ 6,209.70	pw1
255905	8/31/2019	206541	WIDENER & ASSOCIATES	SK RIVER 42" WATER LINE - DESIGN ASSISTANCE & PERMITTING - AUGUST 2019	$ 4,832.40	pw1
255730	8/31/2019	08312019	WILBUR, NICHOLAS	LIVE SOUND FOR OPEN STREETS	$ 200.00	parks1
255560	9/1/2019	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 9/1-9/30/19	$ 1,093.14	finance
255592	9/1/2019	942753	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - MUSEUM 10/01-12/31/19	$ 179.36	finance
255593	9/1/2019	942752	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - LIBRARY 10/01-12/31/19	$ 179.36	finance
255596	9/1/2019	942749	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - APD 10/01-12/31/19	$ 179.36	finance
255597	9/1/2019	944070	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - CITY HALL 10/01-12/31/19	$ 179.36	finance
255598	9/1/2019	942748	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WT PRESTON 10/01-12/31/19	$ 179.36	finance
255599	9/1/2019	942747	GUARDIAN SECURITY SYSTEMS INC	CLOUD STORAGE/VIDEO FEED - SHOP 10/01-12/31/19	$ 714.16	finance
255600	9/1/2019	942750	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WT PRESTON INTERPRETIVE CTR 10/01-12/31/19	$ 179.36	finance
255601	9/1/2019	942746	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIRE STATION 1 10/01-12/31/19	$ 179.36	finance
255604	9/1/2019	942751	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - FIDALGO CENTER 10/01-12/31/19	$ 179.36	finance
255605	9/1/2019	942754	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP 10/01-12/31/19	$ 104.16	finance
255897	9/1/2019	003	JETER, RUSSELL	TRAILER LEASE AGREEMENT - JULY, AUGUST, SEPTEMBER	$ 3,000.00	medic
255561	9/1/2019	3004809335	THYSSENKRUPP ELEVATOR CORP	CITY HALL ELEVATOR 9/1-11/30/19	$ 639.97	finance
255803	9/1/2019	3004809337	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR MAINTENANCE 9/1-11/30/19	$ 639.97	publib
255563	9/1/2019	117989	VENTEK INTERNATIONAL	AUGUST SERVER HOSTING & CELLULAR	$ 135.00	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255879	9/1/2019	1390792-0043-8	WASTE MANAGEMENT	AUGUST 2019 CONTRACTED SERVICES	$ 112,084.81	finance
255558	9/2/2019	1991397130	ARAMARK	LAUNDRY SERVICE FOR WWTP	$ 78.07	dwwtp
255607	9/2/2019	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 9/9-10/8/19	$ 182.16	finance
255823	9/3/2019	256957	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; AUGUST 2019	$ 446.74	apd
255874	9/3/2019	264936A	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 692.79	pwfac
255602	9/3/2019	807283	EAGER BEAVER TREE SERVICE, INC	2513 WASHINGTON BLVD - HAZARD TREE REMOVAL	$ 1,032.65	parks1
255819	9/3/2019	09-03-19	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; 7/25/19-8/25/19	$ 408.44	apd
255818	9/3/2019	013607621	GALLS, LLC.	UNIFORM BOOTS; OFC HATCHER (CREDIT TO FOLLOW FOR PREVIOUS PAIR)	$ 266.32	apd
255572	9/3/2019	812-5418	GCR TIRES & SERVICES	TIRES- VEH #204A	$ 1,747.71	dshop
255799	9/3/2019	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS 7/30-8/28/19	$ 116.25	dshop
255805	9/3/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 7/9-8/6/19	$ 2,099.52	publib
255807	9/3/2019	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS 7/9-8/7/19	$ 68.08	dshop
255808	9/3/2019	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS 7/30-8/28/19	$ 65.34	dshop
255882	9/3/2019	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 7/2-7/31/19	$ 16,671.73	dshop
255654	9/3/2019	333 0478904	UNIFIRST CORPORATION	LAUNDRY - WATER DEPT	$ 59.39	wdist
255610	9/3/2019	8136 50 291 0005268	WAVE	FIBER LEASE WTP TO CITY HALL 9/1-9/30/19	$ 326.20	finance
255772	9/4/2019	2-585791	DIAMOND RENTALS, INC.	OPERATING SUPPLIES- VEH #422	$ 357.23	dshop
255616	9/4/2019	19-31271	EDGE ANALYTICAL, INC	FLUORIDE ANALYSIS BLUE HERON	$ 26.00	dwtp
255617	9/4/2019	19-33222	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	$ 15.00	dwtp
255618	9/4/2019	19-33351	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	$ 165.00	dwtp
255571	9/4/2019	ContractGood	GOOD, PAMELA	PAYMENT TO TANGO INSTRUCTOR SUMMER CLASSES	$ 442.00	pkrec
255562	9/4/2019	10165659	HORCHOVER, BOB	REFUND CANCELLED CAMPING RESERVATION	$ 105.00	parks1
255910	9/4/2019	41759994	INGRAM LIBRARY SERVICES, LLC	YOUNG ADULT BOOKS	$ 915.66	publib
255559	9/4/2019	165508	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 9/9-10/8/19	$ 71.70	pw1
255614	9/4/2019	001-444835	PISTON SERVICE OF ANACORTES	THREAD REPAIR KIT- VEH #704	$ 88.05	dshop
255611	9/4/2019	022551	REECE, STORMIE	DEPOT CLEANING - AUGUST 2019	$ 770.00	parks1
255826	9/4/2019	1179660	SKAGIT PUBLISHING LLC	PUBLISH AUTOMOTIVE TECH POSITION AD, AA-1939306, AA-1939477	$ 927.88	finance
255564	9/4/2019	90020	SUNLAND BARK & TOPSOILS	BARK	$ 57.07	parks1
255554	9/4/2019	20000938	WASHINGTON STATE PATROL	BACKGROUND CHECKS	$ 11.00	museum
255565	9/4/2019	20000936	WASHINGTON STATE PATROL	RECREATION STAFF BACKGROUND CHECKS	$ 220.00	pkrec
255824	9/4/2019	120001396	WASHINGTON STATE PATROL	BACKGROUND CHECKS; AUGUST 2019	$ 119.25	apd
255726	9/5/2019	1991403235	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$ 64.96	finance
255728	9/5/2019	1991403236	ARAMARK	OPS: MAT CLEANING 09/05/19	$ 41.63	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255892	9/5/2019	1170	DRIFTWOOD CONSTRUCTION, LLC	FIRE STATION 3 UPGRADES - CONSTRUCTION AUGUST 2019	$ 46,904.05	medic
255619	9/5/2019	19-33202	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	$ 49.00	dwtp
255656	9/5/2019	19-32162	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	$ 49.00	dwtp
255723	9/5/2019	001-445015	PISTON SERVICE OF ANACORTES	FUEL FILTER- VEH #422	$ 9.75	dshop
255771	9/5/2019	0242013-IN	REISNER DISTRIBUTOR INC	LUBE OIL- SHOP STOCK	$ 523.28	dshop
255606	9/5/2019	114930	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	$ 122.50	finance
255652	9/5/2019	114932	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	$ 140.00	dshop
255875	9/5/2019	114929	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	$ 52.50	dwwtp
255609	9/5/2019	952019	ZELL, MARYELLEN	APPLIANCE REBATE FROM CITY PROGRAM FOR	$ 50.00	pwfac
255822	9/6/2019	3904	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A06483	$ 163.05	apd
255767	9/6/2019	812-5459	GCR TIRES & SERVICES	TIRE- VEH #406	$ 223.29	dshop
255770	9/6/2019	MV219818	MOTOR TRUCKS, INC	TRUCK CLEANER- #510	$ 84.87	dshop
255768	9/6/2019	1931955	WASHINGTON TRACTOR, INC	NUT & BOLT- VEH #711A	$ 50.60	dshop
255769	9/6/2019	1931954	WASHINGTON TRACTOR, INC	V-BELT- VEH #711A	$ 18.17	dshop
255820	9/7/2019	00005W5A83369	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 9-7-19	$ 20.36	apd
255877	9/9/2019	1991406984	ARAMARK	LAUNDRY SERVICE	$ 76.31	dwwtp
255886	9/9/2019	Pay App 4	TRINITY CONTRACTORS, INC	DOWNTOWN SIDEWALKS PHASE 4	$ 21,022.73	pw1
255878	9/9/2019	KT579850	UNIVAR USA INC	SODIUM BISULFITE 38%	$ 884.34	dwwtp
255913	9/9/2019	95262	VECA ELECTRIC & TECHNOLOGIES	FIRE STATION 1 PHONE DROP INSTALLATION	$ 2,124.66	pwfac
255883	9/10/2019	1547	DEPARTMENT OF HEALTH	LOAN DWL24355/DM16-952-025/1547	$ 327,631.47	finance
255902	9/10/2019	6-43	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	$ 68.75	court
255904	9/10/2019	6-41	SKAGIT COUNTY INVESTIGATIONS	PUB DEF INVEST	$ 55.00	court

Total **$1,009,910.91**

City Council Contract Agenda Bill

Meeting Date: 9/16/2019 **Agenda Item**: 5c

Subject: Contract Award - 2019 WTP Electrical Switchgear Maintenance #19-145-WTR-001

Staff Contact: Fred Buckenmeyer

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

Summary Statement: City staff seeks City Council consent to award a contract in the amount of $48,608.00 to Seahurst Electric, Inc. to perform the 2019 WTP Electrical Switchgear Maintenance project. The work provided for this contract will include ongoing electrical system inspection, testing, infrared and ultrasonic surveying, preventive maintenance, warranty/guarantee (inclusive of labor and/or materials) and arc flash analysis on the equipment included within the service program/terms. Seahurst will develop, schedule, administer and update the service program; direct and schedule the service activities with its comprehensive computerized maintenance management system; and keep plant staff informed of the program's progress and results on a continual basis via a web-based software application module.

Background:

1. History: The WTP went into commission in March 2013. In order to insure reliable operations of the facilities, it is important that preventive maintenance be done on all assets. While plant staff are trained and knowledgeable of mechanical and analytical equipment of the facility, electrical services require special expertise, certifications, licensing, etc, which staff does not have.

   Seahurst's electrical preventive maintenance program is designed to substantially reduce the growing risk of electrical fire and safety hazards; repair or replace electrical components prior to failure; minimize the risk of electrical problems that cause electrical outages; identify potential power quality concerns to minimize the risk of disruption or damage to microelectronic equipment and mechanical systems; assure the proper preventive maintenance services to improve electrical system efficiency and reduce utility costs; conform to applicable standards for ongoing maintenance to extend the life of the electrical distribution system and other electrical components; provide a complete arc flash analysis; and conform to OSHA standards and practices to provide an electrical safety program that will identify the hazards/risks present at each equipment/component and the appropriate protective equipment required.
2. Key Terms:
   - Total contract price of $48,608.00 which includes $3,808.00 in sales tax.
   - The contract term is for 12 months from contract execution.
3. Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements for a single craft project and thus the Project Manager evaluated contractors and chose to contract with Seahurst Electric, Inc.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-145-WTR-001 with Seahurst Electric, Inc., in the amount of $48,608.00 to perform the 2019 WTP Electrical Switchgear Maintenance project.

Alternative Actions: Not approve the contract

Attachments: Contract 19-145-WTR-001

Contractor	Seahurst Electric, Inc.
Contract Amount	$48,608.00
Earmarked Funds	$144,000.00
BARS #	401.730.534.10.48
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12 months from execution

CONTRACT 19-145-WTR-001
AGREEMENT WITH
SEAHURST ELECTRIC, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Seahurst Electric, Inc., a private contractor at 2915 Chestnut Street, Everett, WA 98201 (herein after referred to as "Contractor").

PROJECT

2019 WTP Electrical Switchgear Maintenance

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform electrical maintenance, services and arc flash study program on the Anacortes Water Treatment Plant's electrical system at 14489 River Bend Rd, Mount Vernon, WA 98273. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Forty-Eight Thousand Six Hundred Eight Dollars ($48,608.00),** which includes $3,808.00 in sales tax at an 8.5% rate. The per task This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Period of Performance:** This contract is effective beginning the execution date and continuing for twelve (12) months thereafter.

5. **Job Safety:** Contractor shall comply with all Department Labor & Industries and City of Anacortes safety standards.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

The Owner and Contractor each binds 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.

In Witness Whereof, all portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:
City of Anacortes

____
Mayor

____
Date

Contractor:
Seahurst Electric, Inc.

____
Signature

____
Printed Name

____
Date

____
Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Jeff Marrs, (360) 428-1598.

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

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

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 Sub-Contractor 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.

3. 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.

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. 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.

5. 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 Public Works Director 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 Public Works Director 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.

6. 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.

7. 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 his or her 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 his/her obligations or responsibilities under the Contract.

8. <u>Warranty.</u> 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. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. 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 any other legal rights or remedies of the City.

9. <u>Defense and Indemnity Agreement.</u> The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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 Clause shall survive the expiration or termination of this Agreement.

10. <u>Insurance.</u>

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 Contactor's required insurance shall be of the types and coverage as stated below:

1. <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Worker's Compensation</u> 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. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. <u>Commercial General Liability</u> insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

E. **Public Entity Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity 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 before commencement 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.

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.

11. <u>Acceptance.</u> 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 pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

12. <u>Registered or Licensed Contractor</u>. 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, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than $2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

14. <u>Contractor is an Independent Contractor</u>. 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 Sub-Contractors during the performance of this Agreement.

15. <u>No Third Party Beneficiary Rights</u>. 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.

16. <u>The City's Right to Terminate Agreement.</u>

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. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

17. 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.

18. 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.

19. Covenant Against Contingent Fees. The Contractor warrants that he has 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 he has 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.

20. 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.

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

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

23. 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.

24. 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.

25. 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; Defense & Indemnity Agreement; Disputes.

26. Notices. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:	CONTRACTOR:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221	Seahurst Electric, Inc., Lisa Welcome 2915 Chestnut Street Everett, WA 98201

27. 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 six 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 Department of Revenue, Department of Employment Security and the 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 Department of Revenue and the 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.

28. 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. For projects over $35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
3) Worker’s Compensation Premiums for the Contractor and any subcontractors are current.

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 Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

29. 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). 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. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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 inquires 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://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

SEAHURST ELECTRIC, INC.
TEGG SERVICE DIVISION
OPTIONS SELECTION: PREMIUM AGREEMENT

TEGG SERVICE

CITY OF ANACORTES
WATER TREATMENT PLANT

SYSTEM COMPONENTS & PLANNED SERVICE INTERVAL SCHEDULE

PREMIUM AGREEMENT		**2019**		
QTY	**ELECTRICAL DISTRIBUTION SYSTEM COMPONENT**	EPM	DPM	IR/UE
17	Switchgear Section	17		
12	Switchgear Disconnect Switch *(>400A)*	12		
10	Switchgear Molded Case Breaker *(>400A)*	10		
39	Switchgear Drawout Breakers	39		
19	Branch Circuit Panel	19		
24	Motor Control Center	24		
159	MCC: Molded Case Breakers > 400A	159		
4	Transformer Dry <600V => 250 kVA	4		
3	Transformer Dry <=600V < 250 kVA	3		
17	Branch Circuit Breaker Panel Molded Case Circuit Breaker	17		
3	Auto Transfer Switch > 400A	3		
4	5-15kV Dry Transformers <= 500 kVA	4		
6	5-15kV Dry Transformers 501-5000 kVA	6		
PREMIUM AGREEMENT PRICE *(EXCLUDING TAX)*		**$44,800.00**		

CITY OF ANACORTES – WATER TREATMENT PLANT

We will provide the safety equipment, service instruments, and labor to perform the predictive and proactive services tasks **that can be safely performed**, as appropriate, in either an energized or de-energized state. These predictive and proactive service tasks will be performed on the electrical component(s) and/or connection(s) identified in the "System Components and Planned Service Interval" section of this Agreement. The following tasks, as appropriate, will be conducted:

***NOTE: A GREY CHECK BOX INDICATES THE INCLUSION OF THE SPECIFICIED TASK WITHIN THE SCOPE OF AN ARC FLASH STUDY.**

PRIME	PREM	BASIC	
☒	☒	☒	**EQUIPMENT NAMEPLATES:** Compare/Document equipment nameplate data with drawings and specifications.
☒	☒	☒	**REMOVE COVERS:** Remove and replace covers on all Electrical System Components, where applicable.
☒	☒	☒	**INSPECTION:** Inspect physical, electrical, and mechanical equipment conditions.
☒	☒	☐	**CHECK TIGHTNESS:** Torque all connections and terminations to applicable specifications.
☒	☒	☒	**INSTALLATION:** Verify appropriate anchorage, clearances, physical damage and/or correct alignment.
☒	☐	☐	**EXERCISING:** Exercise all active components (when applicable).
☒	☒	☒	**MECHANICAL INDICATORS:** Inspect equipment mechanical indicating devices for correct operation and indication.
☒	☒	☐	**CLEANING:** Clean equipment interior and exterior, including vacuuming or blowing out, as required.
☒	☐	☐	**LUBRICATION:** Lubricate equipment, as appropriate, to assure proper mechanical function(s).
☒	☒	☒	**MINOR REPAIRS:** Perform minor "repairs", i.e. replace missing knockouts.
☒	☒	☐	**ANALYSIS:** Compare test results/trends in order to determine appropriate actions to minimize the likelihood of an unscheduled business interruption or safety hazard.
☒	☒ (grey)	☒ (grey)	**ONE-LINE DRAWINGS:** Document notations and/or changes, to existing one-line drawings, when available.
☒	☒	☒	**REPAIR OR REPLACEMENT:** Repair/Replace failed covered components, including all labor and materials, without any additional charges
☒	☐	☐	**TEMPORARY POWER:** Provide temporary power if covered failed component cannot be repaired/replaced in a reasonable time.

CITY OF ANACORTES – WATER TREATMENT PLANT

We will provide the safety equipment, service/testing instruments, and labor to conduct, interpret, document and report the results of the applicable comprehensive diagnostic services and inspections **that can be safely performed** on the electrical component(s) and/or connection(s) identified in the "System Components and Planned Interval" section of this Agreement. These services will be performed annually, at a minimum, and while your electrical distribution system is energized. The following testing and inspection services, as appropriate, will be conducted:

** NOTE: A GREY CHECK BOX INDICATES THE INCLUSION OF THE SPECIFICIED TASK WITHIN THE SCOPE OF AN ARC FLASH STUDY.*

PRIME	PREM	BASIC	Service
☒	☒	☐	**TRUE RMS VOLTAGE AND CURRENT SERVICE:** Capture and record the square root of the average square of the instantaneous magnitude of the voltage and current. This service is used to determine if the correct voltage and current is present to properly operate your equipment and optimize its life cycle.
☒	☒	☐	**VOLTAGE DROP SERVICE:** Measure and record the difference of voltages at the two terminals of passive impedance. This service is used to determine if your electrical components, i.e., circuit breakers, contact surfaces, etc., are operating properly to reduce hazards and equipment destruction.
☒	☒	☒	**INFRARED THERMOGRAPHIC IMAGING SERVICE:** Measure (utilizing state-of-the-art instrumentation) to identify and document temperatures that exceed NFPA Standard 70B recommendations, i.e., high resistance electrical connections, current overload, defective circuit breakers and/or defective insulator conditions. This service is used to reduce the risk of brownouts and blackouts, as well as safety and fire hazards.
☒	☒	☒	**ULTRASONIC SERVICE:** Measure and record sound waves that are above audible sound (16-18 kHz). This service is used to complement the infrared service as well as safety and determine if corona, tracking, arcing are present and to assure the quality and integrity of your electrical system.
☒	☒	☐	**VOLTAGE AND CURRENT HARMONICS SERVICE:** Capture and record Total Harmonic Distortion-Voltage (THDV) and Total Harmonic Distortion-Current (THDC) that exceed IEEE recommendations. This service is used to determine if your harmonic contaminations are within tolerance levels. In addition, this service is designed to assure accurate power (kW) charges and to minimize the risk of damage to microelectronic equipment, transformers, circuit breakers, motors, etc.
☒	☒	☒	**VISUAL AND MECHANICAL INSPECTIONS:** Interior and exterior of all components will be inspected to ascertain, and if necessary, make certain adjustments to ensure that its performance remains within specified limits. We will also identify corrosion, rust and discoloration, leaks, safety hazards, applicable electric code violations, grounding, physical damage and the general condition of components.
☒	☒	☐	**PHASE-BALANCE SERVICE:** Test to assure that the phases in your electrical system are balanced. This service is used to address unbalanced components that increase power-quality problems, total harmonic distortion as well as increased temperature rise of devices and current conductors.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

SECTION 1 – OBJECTIVE

The TEGG Service Electrical Maintenance, Services & Arc Flash Study program is designed to:

- Substantially reduce the growing risk of electrical fire and safety hazards.
- Repair or replace electrical components prior to failure.
- Minimize the risk of electrical problems that cause electrical outages.
- Identify potential power quality concerns to minimize the risk of disruption or damage to microelectronic equipment and mechanical systems.
- Assure the proper preventive maintenance services to improve electrical system efficiency and reduce utility costs.
- Conform to applicable standards for ongoing maintenance to extend the life of the electrical distribution system and other electrical components.
- Provide a complete arc flash analysis and conform to OSHA 29CFR, NFPA 70E, ANSI, NEC & IEEE 1584 standards and practices to provide an electrical safety program that will identify the hazards/risks present at each equipment/component and the appropriate protective equipment required.

SECTION 2 - SCOPE OF WORK

1. The TEGG Service Electrical Maintenance, Services & Arc Flash Study program will provide the Owner with ongoing electrical system inspection, testing, infrared and ultrasonic surveying, preventive maintenance, warranty/guarantee (inclusive of labor and/or materials) and arc flash analysis on the equipment included within the Service Program/Terms. The Service Program will be developed, scheduled, administered, and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, with the Contractor's comprehensive computerized maintenance management system, based upon manufacturer's recommendations, equipment type, equipment location, equipment application and as hereinafter specified. The Owner will be kept informed of the program's progress and results on a continual basis, by the Contractor, via a web-based software application module of the Contractor's computerized maintenance management system that makes reports available electronically, on the Owner's computer, through a relational database and image cataloging system.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

A. The Contractor will perform energized preventive maintenance testing and inspection, as outlined in *Section 6*, on all electrical distribution system equipment and, applicable, emergency power equipment. Perform testing and inspection for evidence of overheating, power quality and/or consumption concerns, tracking, corona, corrosion, ozone cracking of synthetic rubber, cracked or chipped porcelains, potting compound leaks, broken, loose, cracked or damaged components, mechanical or electrical defects, code violations and/or safety hazards, including, but not limited to, electrical equipment connections, terminations, installations, use and/or general condition of, as per the *TEGG Service Agreement Equipment Interval Schedule.*

B. The Contractor will include and perform all minor repairs that can be safely performed in an energized state and without disruption to the facility and/or business operations, inclusive of labor and materials, at the time of testing and/or inspection site visits for any/all anomalies found.

C. The Contractor will calculate, provide and maintain a complete and accurate Arc Flash Analysis inclusive of a Coordination Study, a Short Circuit Study and an Arc Flash Study, throughout the life of the agreement.

2. The Contractor is responsible to familiarize him/herself with the buildings, respective electrical system components to be serviced under the Electrical Services and Maintenance Program, and any/all logistics and security access.

3. The Contractor will provide a technical agreement proposal which will include all items as indicated in the respective sections of this specification.

SECTION 3 - CONTRACTOR CAPABILITY REQUIREMENTS

1. Upon request, the Contractor will furnish a reference list containing a minimum of ten (10) references for whom are currently under an agreement for the same type of Electrical Services and Maintenance Program as specified herein.

2. The Contractor will provide and utilize fully-trained and certified personnel capable of providing engineering, supervision, system evaluation and the appropriate troubleshooting services to the Owner. The Contractor will perform all work in full compliance with NETA (International Electrical Testing Association) Standards, the NEC (National Electrical Code), and NFPA (National Fire Protection Association) 70B & 70E Standards regarding maintenance and safety standards.

3. The Contractor will provide a minimum of two (2) professionally trained certified TEGG Service Technicians to perform and complete all energized services specified for this Electrical Services and Maintenance Program. Each service personnel will be skilled electrical journeymen wiremen (01-WA State licensed electrician) with, at minimum, a valid Level II Infrared Thermography Certification, valid First-Aid & CPR certification and will have, a minimum of, five (5) years individual experience with energized and de-energized electrical systems analysis, testing procedures and preventive maintenance services. Service personnel will be trained in National OSHA requirements (1910.331-335) in full compliance with NFPA (National Fire Protection Association) 70E Standards for working on or near energized and/or de-energized electrical equipment.

    A. Proof of valid/current compliance documents, certifications and/or licenses will be provided upon request of the Owner.

4. Service personnel will be uniformed at all times while working throughout the site. The names of both the Contractor and the service personnel must be readily identifiable to/by the Owner and staff.

5. A designated Project Manager will be assigned account responsibility to monitor service performance, to track service history, and to consult with the Owner to meet his/her objectives. The assigned Project Manager and the entire Contractor's office staff will be available by telephone to assist the Owner in identifying or resolving electrical operation needs and/or problems.

6. The Contractor will maintain 24-hour emergency service capability and assure the Owner of its continued availability throughout the life of the agreement. The Owner will be provided with an exclusive customer identification code and the means to arrange for priority emergency response for electrical service, should the need ever arise.

7. The Contractor will possess, maintain and utilize a computerized maintenance management system to allow for (1) the capability of interfacing/communicating with third party asset management software systems such as, but not limited to, Maximo Asset Management software, FacilityOne management software, etc. (2) scheduling of each service site visit and each work task to be performed on each site visit per each component, (3) tracking of equipment information, (4) trending of electrical measurements taken, (5) cataloging of digital images (standard and infrared), (6) analyzing recorded equipment problems, and (7) visually show the relationship of each component and its power source.

    The Contractor will provide computerized maintenance scheduling through its web-based relational database application to assure that the electrical equipment is properly inventoried, and that no scheduled service task is not performed. Computerized tasking will clearly identify (with digital images resident within the tasking software) the requirements of the NFPA (National Fire Protection Association) 70E Standard and the appropriate PPE (Personal Protective Equipment) attire.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

SECTION 4 - TEST EQUIPMENT

1. The Contractor will provide and utilize all required PPE (Personal Protective Equipment) per NFPA (National Fire Protection Association) 70E Standard, materials, tools, equipment, etc. necessary to appropriately carry out all testing, preventive maintenance tasks and procedures and minor repairs outlined under this Electrical Services and Maintenance Program.

2. All Testing Equipment, Instruments, Devices and/or Tools, provided for and utilized by the Contractor, will meet or exceed the minimum specifications/standards listed here within *Section 4: A - D*. Proof of compliance documents and/or calibration records will be provided upon request of the Owner.

   A. For Harmonics testing, the Contractor will utilize test equipment which measures "true" RMS values, with one millisecond peak hold capability to capture the half cycle peak of the wave form. In addition, the test equipment will have a crest factor capability of at least three (3) at full scale, and the ability to measure the frequency of the current. Portable test equipment which is average responding RMS calibrated will not be acceptable testing instrumentation.

   B. For infrared surveying, the Contractor will utilize thermographic test equipment which meets or exceeds the following specifications for either short wave or long wave electromagnetic radiation:

   B.1 Short Wave Electromagnetic Radiation

System Type:	Focal plane array camera
Spectral Range:	3.6 to 5 Microns (Std.)
Detector:	PtSi Nybrid Silicon FPA

Image Storage Capability: Image storage transferable to a color computer. Imaging and printing capability of problem areas.

Ultra high resolution 320 by 244 focal plane array detector (78,080 pixels) (FPA required-rotating polygons and scanning mirrors unacceptable)

Single element temperature measurement
Full ratio metric 12-bit images (4,096 thermal levels)

B.2 For Long Wave Electromagnetic Radiation

Imaging and Measurement Capabilities

System	Focal plane array infrared camera
Spectral Range	7.5 – 13 microns
Detector	Uncooled microbolometer
Temperature Measurement Accuracy	± 2% of range or 2º

C. For Power Factor testing, the Contractor will utilize a clamp-on type of Current/Power Probe that measures dc current, ac current, and ac power in conjunction with a true RMS multimeter. Probe will be switch-selectable for outputs representing amps or kilowatts. Kilowatt measurement will take into account the phase angle and waveform distortion of both voltage and current to provide good performance over a wide range of input signals. A zero control function will be provided to offset core magnetization to improve accuracy of low-level dc current and kilowatt measurements. Multimeter will be a 4000 count instrument and will measure frequencies between 0.5 Hz and 200 KHz with up to 0.01 Hz resolution. Accuracy will be ±1% for any range for all functions.

D. For Ultrasonic Testing/Ultrasound Inspecting, the Contractor will utilize ultrasonic test equipment which meets or exceeds the following specifications:

CIRCUITRY: Solid state heterodyne receiver with temperature compensation.

FREQUENCY RESPONSE: Detect ultrasonic frequencies between 20 kHz and 100 kHz, continuously variable. Frequencies are converted to 100 Hz to 3 kHz audio.

PROBES
Scanning Module: Patented TRISONIC plug-in type consisting of a phased array of multiple transducers for airborne ultrasound. This probe is shielded against RF interference.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

FEATURES:

Frequency tuning adjustment dial:	Scale 20 – 100 kHz with "fixed band" position for ultra-narrow frequency response.
Bi-Modal Meter Switch:	For logarithmic and linear meter scale adjustments.
Auxiliary Mode:	Selection for chart recorder output: 0 – 50 mV, Precision 10 turn adjustment dial with numerically calibrated sensitivity increments for finite gain adjustment.

The ultrasonic test equipment meets and exceeds ASTM International (American Society for Testing and Materials) E1002-93 requirements for leak detection.

E. For Energized Testing/Maintenance work performed, the Contractor will be educated, qualified, equipped and utilize the appropriate PPE (Personal Protective Equipment), per NFPA (National Fire Protection Association) 70E Standard and take full liability, should an incident occur.

SECTION 5 – OWNER'S RESPONSIBILITIES

The Owner's responsibilities include:

1. Assign a Primary Contact with whom the Contractor should work to assure the proper coordination of their work.

2. Provide the Contractor with a copy, if available, of any electrical one-line drawings or prints.

3. Issue/Check-Out a set(s) of appropriate/applicable Facility access keys/cards and/or assign, if required, an escort to provide appropriate access to all applicable electrical, mechanical and/or communication components and/or areas.

4. Provide the Contractor with information pertaining to any possible unknown/variable cost(s) associated with uncommon/Facility specific factors, protocols and/or regulations, such as, but not limited to, parking, Facility scheduled event/circumstance that would impact the normal equipment operating condition(s)/access to, prior to the Contractor's first service visit, as additional costs may apply.

5. Provide the Contractor with the Owner's protocols and regulations regarding working within the Owner's facility, such as: parking, sign-in/sign-out and security procedures, emergency contacts, and other appropriate information prior to the Contractor's first service visit.

6. Permit only the Contractor's representatives to perform work on warranty/guarantee covered electrical components, as the Contractor can only guarantee their work and not the work of other parties.

7. Assure that the applicable electrical components are under normal operating load and conditions when energized predictive and proactive testing(s) and services are performed.

8. When de-energized work is scheduled within the Owner's facility, assure that necessary tenants and/or personnel are provided with advance notification of the electrical outage.

9. Coordinate the de-energizing of the Owner's electrical system, as required, with the appropriate utility company and the Contractor's designated representative.

10. Bear the initial cost to repair or replace any warranty/guarantee covered electrical component deemed by the Contractor to be not maintainable during their predictive and proactive service visit. Should the Owner choose not to make the initial repair(s) or replacement(s) deemed necessary, the affected component(s) will be removed from the repair or replacement warranty/guarantee provisions of this agreement.

SECTION 6 - ENERGIZED TESTING AND INSPECTION

The Contractor will provide the safety equipment, testing and service tools, equipment and/or instruments, and labor to properly remove all equipment deadfronts/covers, conduct, interpret, and document the results of the applicable comprehensive diagnostic services and inspections **that can be safely performed** on the covered electrical component(s) and/or connection(s). These services will be performed per the designed program schedule and while the Owner's electrical distribution system is energized.

The following testing and inspection services, as appropriate, will be conducted:

A. **True RMS Voltage and Current Testing**:
Capture and record the square root of the average square of the instantaneous magnitude of the voltage and current. This service is used to determine if the correct voltage and current is present to properly operate the Owner's equipment and optimize its life cycle.

B. **Voltage Drop**:
Measure and record the difference of voltages at the two terminals of passive impedance. This service is used to determine if the Owner's electrical components, i.e., circuit breakers, contact surfaces, etc., are operating properly to reduce hazards and equipment destruction.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

C. **Infrared Thermographic Imaging Service**:
Measure and record to identify temperatures that exceed NFPA (National Fire Protection Association) 70B Standard recommendations and NETA (International Electrical Testing Association) Standards (i.e. high resistance electrical connections, current overload, defective circuit breakers and/or defective insulator conditions). This service is used to reduce the risk of brown-outs and black-outs, as well as safety and fire hazards.

D. **Ultrasonic Testing**:
Measure and record sound waves and/or vibrations that are above audible sound (16-18 KHZ). This service is used to compliment the thermographic imaging service and determine if corona discharge, tracking, arcing, vibration, mechanical looseness and/or motor bearing failure are present, and to assure the quality and integrity of the Owner's electrical system.

E. **Voltage and Current Harmonics Testing**:
Capture and record Total Harmonic Distortion-Voltage (THDv) and Total Harmonic Distortion-Current (THDc) that exceed IEEE (Institute of Electrical and Electronics Engineers) recommendations. This service is used to determine if the Owner's harmonic contamination is within tolerance levels. In addition, this service is designed to assure accurate power (kW) charges and to minimize the risk of damage to microelectronic equipment, transformers, circuit breakers, motors, etc.

F. **Visual and Mechanical Inspections**:
Interior and exterior of all components will be inspected to ascertain, and if necessary, make certain adjustments to ensure that its performance remains within specified limits. The Contractor will also identify corrosion, rust and discoloration, leaks, safety hazards, applicable electrical code violations, grounding, physical damage and the general condition of components.

G. **Phase-Balance Measurements**:
Assure that the phases in the Owner's electrical system are balanced. This service is used to address unbalanced components that increase power-quality problems, total harmonic distortion as well as increased temperature rise of devices and current-carrying conductors.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

SECTION 7 – DE-ENERGIZED SERVICE AND INSPECTION

The Contractor will provide the safety equipment, service instruments, testing equipment, tools, supplies and labor to conduct, interpret, and document the results of the applicable comprehensive diagnostic services and inspections on the covered electrical component(s) and/or connection(s). These services will be performed at a mutually agreed schedule, while the Owner's electrical distribution system and/or electrical component(s) is de-energized and include, as appropriate, the following:

A. **Insulation Resistance**:
Measure and record the resistance of insulation under specified conditions set forth by applicable standards such as NFPA (National Fire Protection Association) 70B Standard. This service is designed to assure that the Owner's electrical system and components' insulation values are at an acceptable level, reducing the risk of explosions, fires and catastrophic breakdowns.

B. **Winding Resistance Service**:
Measure, record and compare the winding resistance of components. This service will assure that components are operating to applicable specifications, extending useful life, and reducing the risk of catastrophic failure.

C. **Contact Resistance Service**:
Measure and record the resistance between contact surfaces. This service addresses poor contact surfaces that would cause increased voltage drop, increased heat and reduced life expectancy, causing brown-outs, black-outs, explosions, fires and catastrophic failures.

D. **Circuit Breaker Testing (Low Voltage)**:
Measure, test, record and document findings regarding all applicable low voltage circuit breakers. The proper testing and inspection of the Owner's circuit breakers will reduce the risk of business interruption, fire and catastrophic failure.

E. **Ground Resistance Testing**:
Measure and record the resistance of conductors, connections and devices. This service will reduce the risk of power quality, harmonic and safety issues.

F. **Transformer Service**:
Measure, record and monitor all appropriate services and inspection to applicable standards such as NFPA (National Fire Protection Association) 70B Standard. This service and inspection is performed to reduce the risk of transformer failure, which could result in fire, and/or catastrophic failure.

G. **Motor Service:**
Measure, record and monitor all appropriate services and inspection to applicable standards such as NFPA (National Fire Protection Association) 70B Standard. This service and inspection is performed to monitor and trend the motor and to reduce the risk of failure.

H. **Visual and Mechanical Inspection:**
Interior and exterior of all components will be inspected to ascertain and, if necessary, make certain adjustments to ensure that its performance remains within specified limits. The Contractor will also identify corrosion, rust and discoloration, leaks, safety hazards, applicable electrical code violations, grounding, physical damage and the general condition of components.

SECTION 8 – PREDICTIVE AND PROACTIVE SERVICE

The Contractor will provide the safety equipment, service instruments, testing equipment, tools, supplies and labor to perform the predictive and proactive services tasks **that can be safely performed**, as appropriate, in either an energized or de-energized state.

These predictive and proactive service tasks will be performed on the warranty/guarantee covered electrical component(s) and/or connection(s) and the following tasks, as appropriate, conducted:

A. Compare, Document and Report equipment nameplate data. Compare data with drawings and specifications.

B. Inspect physical, electrical, and mechanical condition.

C. Torque all connections and terminations to applicable specifications.

D. Verify appropriate anchorage, required area clearances, physical damage, and correct alignment.

E. Exercise all active components (when applicable).

F. Inspect all mechanical indicating devices for correct operation and indication.

G. Clean interior and exterior of equipment, including vacuuming or blowing out as required.

H. Lubricate, as appropriate, to assure proper mechanical function(s).

I. Perform minor repairs (i.e., replace missing knock-outs).

J. Compare service results and trends in order to determine appropriate actions to minimize the likelihood of an unscheduled power loss or safety hazard.

SCOPE OF WORK FOR THE TEGG SERVICE
ELECTRICAL MAINTENANCE, SERVICES & ARC FLASH STUDY PROGRAM

SECTION 9 – ELECTRICAL SYSTEMS ANALYSIS

Any immediate safety or hazard concern that is identified during any visit will be shared with the Owner's authorized representative while on-site.

At the completion of each service visit, the Contractor will compile the results of all inspections, measurements, surveys and predictive and proactive service activities. The Contractor will then analyze these results to ascertain the condition of the electrical devices and/or components. The initial analysis will be documented in the form of an Electrical Systems Analysis Report, made available in hard copy and web-based electronic interactive format that both the Owner and Contractor can easily update, and will be presented to the Owner's authorized representative(s).

The Electrical Systems Analysis Report will be reviewed with the Owner and, if appropriate, include any recommended repairs, solutions and/or opportunities for improved electrical system efficiency, reduced electrical utility costs and/or improving safety conditions and/or minimizing the risk of downtime. If any warranty/guarantee covered component under the terms of this agreement is found to be in a non-maintainable condition, during the first service task on each component the Owner will be provided with the options and associated costs to either:

F. Repair or replace the doubtful component; or

G. Remove the doubtful component from the repair or replacement provisions of this agreement.

The Electrical Systems Analysis Report will also include, at a minimum but not limited to, each of the following reports for review by the Owner.

A. A report will include each component identified in the Inventory of Equipment Schedule. As a minimum, the report will include the following information: Component, purpose, size, type, quantity, manufacturer, electrical ratings, location, inspection/tests performed, inspection/test results, deficiencies found, probable cause(s), photographs, and infrared images.

B. An Infrared and Ultrasonic Survey Exception Report will be provided for all identified concerns or potential failures. As a minimum, the Infrared Survey Exception Report will consist of a color graphic report of abnormal temperature readings identified by the infrared survey, and detail ambient, caution, and warning conditions.

C. A Power Quality Analysis Report will be provided for all identified concerns or problems. As a minimum, the report will include the spectrum of harmonic disturbances for each test point in the electrical system where disruption due to adverse power quality interaction is suspected. In addition, the report will provide alternative options for power quality protection of operating and load conditions.

D. An Electrical Systems Analysis Report will be provided for all identified concerns or problems. As a minimum, the Electrical Systems Analysis Report will include for each identified concern or problem a detailed description of the situation, a color photograph of the deficiency, an explanation as to the cause, the result, the consequences if not corrected, the recommended course of action to be taken, and a list of the required action steps that would properly rectify the situation.

SECTION 10 – PRIORITY EMERGENCY RESPONSE

The intent of this Electrical Services and Maintenance Program is to avoid emergency electrical outages. In the event that the need ever arises for emergency electrical service, the Owner will be provided with Priority Emergency Response, including special protocols on how to arrange for dispatching on a 24-hour/7-days-per-week basis.

City Council Agenda Bill

Meeting Date: 9/16/2019 **Agenda Item**: 5d

Subject: Fiber Master Service Agreement

Staff Contact: Darcy Swetnam

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

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

Summary Statement: Staff seeks approval for the general template of master service agreement for communications services (fiber) for residential and most business class customers.

Background: Staff have developed the attached proposed Master Service Agreement, which will be the general terms and conditions incorporated by reference into each service order for residential and most business class customers. Staff recommends Council approve the template so that the fiber division can begin taking service orders in the CBD pilot zone. Staff anticipates this MSA will be used for all future residential and standard business class customers.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve the template for the Master Service Agreement for communications services for residential and most business class fiber customers.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Master Service Agreement

Master Service Agreement

This Master Service Agreement ("Agreement") is made by and between **Customer** and the **CITY OF ANACORTES** (“City”) each referred to in this Agreement as a “Party” and severally as the “Parties.” This Agreement provides the general terms and conditions applicable to Customer’s purchase of communications services (“Service”) from City.

1.0 SERVICE ORDERS

1.1 **Submission and Acceptance of Service Orders**. Customer may submit requests for Service in a form designated by City (“Service Order”). Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to City. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge (“MRC”), non-recurring charge (“NRC”), and any additional specific terms for the Services. Any purchase order submitted by the Customer to City shall be used only for invoice processing and order purposes. All Service Orders shall be subject to availability and acceptance by City. Service Orders shall contain the duration for which Service is ordered (“Service Term”). Unless indicated otherwise in the Service Order, Service will continue on a month to month basis at the expiration of the Service Term at City’s then current rates. City will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) the date by which City will install Service (the “Customer Commit Date”) or by delivering the Service. Renewal Service Orders will be accepted by City’s continuation of Service. If Customer submits Service Orders electronically, Customer shall assure that any passwords or access devices are available only to those having authority to submit Service Orders. Customer will pay City’s then current charges for moves, adds or changes agreed to by City respecting any Service Order or Service.

1.2 **Credit Approval and Deposits**. Customer will provide City with credit information as requested. City may from time to time conduct a review of Customer’s credit rating and payment history. City may require Customer to make a deposit as a condition of City’s acceptance of any Service Order or continuation of Services where, Customer fails to timely pay City hereunder or City reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months’ estimated charges for Service and are due upon City’s written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

1.3 **Equipment.** City: (a) is the owner of all right, title and interest in all Equipment supplied, built or otherwise provided by City, whether or not the Customer has paid any costs towards the purchase and supply of such Equipment (the “City Equipment”); or (b) has obtained the right to make the City Equipment available for use by the Customer from a third party. The Customer shall have no rights in the City Equipment and shall not create or permit any liens or encumbrances on the City Equipment.

The Customer shall not make any change or repair to City’s Equipment, connect any of the Customer-provided Equipment to City’s Equipment, or allow access to City’s Equipment without City’s prior written consent. Similarly, the Customer shall be responsible for the security of and any loss or damage to City Equipment located on the Customer’s premises, reasonable wear and tear excepted.

City may access and make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments (“Maintenance Activities”) it deems reasonably necessary upon reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, City will notify the Customer as soon as reasonably possible thereafter).

City shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access.

Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of City’s Equipment.

City will maintain City’s Equipment at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer’s Equipment and/or equipment. In such event, Customer will reimburse City for the cost of the required maintenance at City’s standard time and material rate plus any taxes imposed upon City related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of City equipment that is damaged by Customer's actions or equipment.

Upon the expiration or termination of this Agreement, the Customer shall provide City with access to the Customer-provided Equipment to enable the removal of City's Equipment.

1.4 **Scheduled Maintenance and Local Access**. Scheduled maintenance may result in Service interruption. If scheduled maintenance requires Service interruption, City will: (i) attempt to provide Customer thirty days' prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

2.0 BILLING AND PAYMENT

2.1 **Commencement of Billing**. City will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies City within 3 days after delivery of the Connection Notice that Service is not functioning properly, City will correct any deficiencies and, upon Customer's request, credit Customer's account in a proportional amount per day of the monthly charge for each day Service did not function properly.

2.2 **Payment of Invoices and Disputes**. City will deliver an invoice each month to Customer, and payment will be due no later than the date stated on the face of the invoice (the "Due Date"). Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use except that Customer shall not be responsible for fraudulent or unauthorized use (A) by City or its employees, (B) by third parties to the extent that such use (i) is caused by City's gross negligence or willful misconduct, or (ii) originates on City's side of the demarcation point. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due. Any payments shall be applied as set forth in Anacortes Municipal Code Section 13.08.110.

2.3 **Taxes and Fees**. Excluding taxes based on City's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on City or a City affiliate, along with similar charges stated in a Service Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present City with an exemption certificate eliminating City's liability to pay certain Taxes and Fees; City will give effect thereto prospectively.

2.4 **Regulatory and Legal Changes**. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the Parties will negotiate appropriate changes to this Agreement. If the Parties cannot reach agreement within thirty days after City's notice requesting renegotiation: (a) City may, on a prospective basis after such thirty days period, pass any increased delivery costs on to Customer and (b) if City does so, Customer may terminate the affected Service on notice to City delivered within thirty days.

2.5 **Cancellation and Termination Charges**. Customer may cancel a Service Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to City identifying the affected Service Order and Service. If Customer does so, Customer shall pay City a cancellation charge equal to the sum of: (i) 1 month's monthly recurring charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) City's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

Customer may terminate specified Service(s) after the delivery of a Connection Notice upon thirty days' written notice to City. If Customer does so, or if Service is terminated by City hereunder as the result of Customer's default, Customer shall pay City a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of City's actual damages and are not a penalty

3.0 DEFAULT; SUSPENSION OF SERVICE

3.1 **Customer Default.** Customer is in default of this AGREEMENT if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from City; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from City; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a " Customer Default ").

In the event of a Customer Default, City may suspend Services to Customer until Customer remedies the Customer Default, or City may terminate this AGREEMENT and/or any or all of the Services being provided hereunder. City may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this AGREEMENT or available to City at law or in equity.

3.2 **City Default.** City is in default of this AGREEMENT if City fails to cure any non-monetary breach of any material term of this AGREEMENT within thirty (30) days of receiving written notice of the breach from Customer ("City Default"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a City Default. Customer's sole and exclusive remedy for any failure of Service is limited to any SLA set forth in the applicable Service Schedule.

In the event of a City Default, Customer may terminate the Services and this Agreement upon written notice to City. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

4.0 LIABILITIES AND SERVICE LEVELS

4.1 **General Limitations.** To the extent allowed by law, City shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. City's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of:

A. The amount of actual and direct damages that are proven; or

B. The service charges incurred by Customer for the period of service during which such mistake, omission, interruption, delay, error, defect, or failure of service occurred.

4.2 **Statue of Limitations**
Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

4.3 **Special Damages**. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 5 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CITY MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

4.4 **No Liability for Certain Actions.** City is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End User Customers, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End User Customers. City exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

4.5 **Service Levels**. The "Service Level" commitments applicable to Services are contained in the Service Schedules for each Service. If City does not meet a Service Level, a credit will be issued to Customer if and as stated in the applicable Service Schedule on Customer's written request. To request a credit, Customer must contact City Customer Service or deliver a written request per the provisions of Section 5.4 of this Agreement (with sufficient detail to identify the affected Service) within sixty days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

4.6 **Right of Termination for Installation Delay**. In lieu of installation Service Level credits, if City's installation of Service is delayed by more than thirty business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to City, provided such written notice is delivered prior to City delivering a Connection Notice for the affected Service. This Section shall not apply where City is constructing facilities to a new location not previously served by City.

5.0 INDEMNIFICATION

5.1 **Indemnification.** The Customer agrees to make payment of all proper charges for labor and services required under this Agreement and Customer shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of Customer under this Agreement; or the negligence of the Customer in the performance of its duties under this Agreement, or any act or omission on the part of the Customer, his agents, employees, or servants. The City is not obligated to indemnify Customer, and Customer shall defend and indemnify City hereunder, for any claims by any third party, including End User Customers, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End User Customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of End User Customers; (c) termination or suspension of Services of Customer or End User Customers, due to a Customer Default; or (d) claims by a third party, including without limitation End User Customers, arising out of or related to the use or misuse of any Service.

6.0 GENERAL TERMS

6.1 **"Terms of Service"** means the provisions set out in Articles 1 through 6 in this AGREEMENT. The City may amend these Terms of Service, by posting a revised AGREEMENT on www.anacorteswa.gov.
Customer's continued access to and use of the Services after the amendment has been posted constitutes Customer's acceptance of the revisions and Customer expressly agrees that (a) Customer will be deemed to have accepted the revisions, with no additional written agreement or express acknowledgement required; and (b) Customer will continue to be responsible for all Charges.

6.2 **Force Majeure.** Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Both Parties will use reasonable efforts to mitigate the effect of such an event. In the event City is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay City for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance under Section 1.4 are considered "Excused Outages" and shall not, apart from City's gross negligence or willful misconduct, make City a defaulting Party per Section 3.1 of this Agreement.

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

6.4 **Affiliates**. Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

6.5 **Notices**. Any notices provided by one Party to the other Party pursuant to this Agreement shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided) or sent by U.S. Postal Service or First Class International Post, addressed as follows:

IF TO CITY:

City of Anacortes
904 6th Street
PO Box 547
Anacortes, WA 98221
Attn: Municipal Fiber Mgr
Email: Broadband@CityOfAnacortes.org

Customer address will be provided to the physical address identified on the Service Order. Either Party may change its notice address upon notice to the other Party. All notices shall be deemed given on (i) the date delivered if delivered personally, by e-mail (or the next business day if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after dispatch if otherwise sent.

6.6 **Acceptable Use Policy; Data Protection**. Customer's use of Service shall comply with City's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through City's web site. Customer consents that City may use Customer data for the performance of City's obligations and the exercise of City's rights under this Agreement, including storing, processing or transferring data to or from the United States.

6.7 **Intellectual Property and Publicity**. Neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Neither Party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the Parties in writing.

6.8 **Governing Law; Amendment**. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules and jurisdiction for any claim or cause of action shall lie only in Skagit County, Washington. This Agreement, including any Service Schedule(s) and Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

6.9 **Relationship and Counterparts**. The relationship between the Parties is not that of partners, agents, or joint ventures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

6.10 **Attorneys' Fees**. In the event litigation is required by the City to enforce the terms of this Agreement, if the City is the prevailing Party of such action shall, in addition to all other relief granted or awarded by the court, the City shall be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

6.11 **Order of Precedence**. In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Service Order, the order of precedence is as follows: (1) any Service Order signed by Customer and accepted by City but solely with respect to the Service covered by that Service Order, 2) any Service Schedule either attached hereto or hereafter signed by Customer, and (3) this Agreement.

6.12 **Term.** This Agreement shall become effective upon its execution by both Customer and City and shall continue in force for as long as any Service Schedule or Service Order entered into under this Agreement remains in force. This Agreement shall terminate one-hundred, eighty (180) days after all Service Schedules and Service Orders enter into under this Agreement terminate.

6.13 **Severability.** If a court of competent jurisdiction finds or holds any part of this Agreement or any Service Schedule or any Service Order entered into under this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement or any Service Schedule or any Service Order entered into under this Agreement shall continue in full force and effect.

6.14 **Regulatory Requirement.** If the Federal Communications Commission, the Canadian Radio-television and Telecommunications Commission ("CRTC"), a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of increasing the cost to provide the Services or cancelling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is necessary to comply with such Regulatory Requirement

6.15 **Entire Agreement**. This Agreement, including any Service Schedule(s) and Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. The Service Schedules are listed at Anacorteswa.gov and are integral parts hereof and are hereby made a part of this Agreement.

CITY OF ANACORTES ("City")	**Customer** ("Customer")
By ______________________	By ______________________
Name ______________________	Name ______________________
Title ______________________	Title ______________________
Date ______________________	Date ______________________

City Council Contract Agenda Bill

Meeting Date: 9/16/2019 **Agenda Item**: 5e

Subject: Resolution 2058: Finding of an Emergency for the Senior Center Roof Replacement

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Resolution

Summary Statement: City staff seeks City Council acceptance of the findings that an emergency existed which justified the City's entering into an emergency contract for the removal of the existing roof and installation of a 24-gauge metal roofing system on the Anacortes Senior Activity Center building, without solicitation of bids.

Background:

1. History:
   - The Anacortes Senior Activity Center serves as a physical location for the senior population to gather and attend specialized programs.
   - The roof on the Anacortes Senior Activity Center is a composite roof and over twenty-four years old.
   - The roof has deteriorated due to age and is currently leaking water in multiple places throughout the building.
   - Rain is frequent this time of year and it is imperative the roof is replaced immediately to prevent further damage to the building and protect the vulnerable population served by the Anacortes Senior Center from falls and mold exposure.
   - Replacement of the roof is "public work" as defined by RCW 39.04.010 (4).
   - The City's Public Works Director and Mayor found that under these circumstances an emergency situation existed as defined by RCW 39.04.280, justifying the execution of a construction contract #19-066-FAC-001 with Four Seasons Roof & Remodel Services Inc. without compliance with competitive bidding requirements of state law.

Previous Council/Committee Action: At the 5/13/19 meeting Council approved Resolution 2041 rejecting all bids for this project from the bid opening conducted on April 16, 2019 due to the bids exceeding budgeted available funding for the project. At the 7/8/19 meeting Council awarded contract 19-066-FAC-001 to Twisted Metal. Work was scheduled to begin on 8/19/19 with a completion date of 9/18/19 but Twisted Metal defaulted on the contract on 8/13/19.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council adopt and approve Resolution 2058 accepting the findings that an emergency existed for the replacement of the Senior Activity Center roof.

Alternative Actions: N/A

Attachments: Resolution 2058

CITY OF ANACORTES

RESOLUTION NO. 2058

A RESOLUTION of the City of Anacortes, Washington, accepting the findings that an emergency existed which justified the City's entering into an emergency contract for the removal of the existing roof and installation of a 24-gauge metal roofing system on the Anacortes Senior Activity Center building, without solicitation of bids.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

Section 1. Recitals and Findings. The City Council of the City of Anacortes hereby makes the following findings:

1.1 The Anacortes Senior Activity Center serves as a physical location for the senior population to gather and attend specialized programs.

1.2 The roof on the Anacortes Senior Activity Center is a composite roof and over twenty-four years old.

1.3 The roof has deteriorated due to age and is currently leaking water in multiple places throughout the building.

1.4 Rain is frequent this time of year and it is imperative the roof is replaced immediately to prevent further damage to the building and protect the vulnerable population served by the Anacortes Senior Center from falls and mold exposure.

1.5 Replacement of the roof is "public work" as defined by RCW 39.04.010 (4).

1.6 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The current failure of the Anacortes Senior Center roof and the injury risk to the vulnerable population it serves is an "emergency" as defined by state law.

Section 2. Finding of an Emergency. Based on the Recitals and Findings above, the City Council finds that under these circumstances an emergency situation existed as defined by RCW 39.04.280, justifying the execution of a construction contract without compliance with competitive bidding requirements of state law.

Section 3. Ratification and Confirmation. The City of Anacortes City Council does hereby ratify any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution, and the waiver of the competitive bid laws pursuant to state law.

Section 4. Effective Date. This Resolution shall be in full force and effect from the after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 16th day of September 2019.

____

Laurie Gere, Mayor

ATTEST:

____

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

____

Darcy Swetnam, City Attorney

Pickett Pocket Park Agreement

September 16, 2019

Goals and Process

Project Goals

- Turn the unopened right-of-way in the alley between 21st and 22nd streets into a pocket park to honor former Councilperson Erica Pickett
- Obtain fee simple interest in the area so that City's ownership is consistent with planned use
- Current Conditions:
  - Unopened right-of-way gives City right to use area for the public's benefit for ingress and egress
  - Four abutting property owners, who all support project
  - City has storm and sewer utility lines in area
  - Other utility easements

Proposed Process Steps

» Step One: Pickett Pocket Park Agreement: The Agreement lays out all the transactions and binds all the parties to follow through on each of the steps laid out below

» Step Two: Vacation Process: Resolution 2057
- Required by RCW 35.79.010 to set public hearing by Resolution
- Date: September 23, 2019

» Step Three: Vacation Process: Public Hearing
- Required by RCW 35.79.030 to hold public hearing and adopt vacation by ordinance
- Date: October 14, 2019
- If approved, ordinance vacating right-of-way is recorded with Skagit County Auditor

» Step Four: Quitclaim Deeds
- RCW 35.79.040 vests title in the property underlying vacated right-of-way in abutting property owners
- Property owners then transfer their interest to the City via quitclaim deeds
- Deeds will be recorded after completion of vacation process

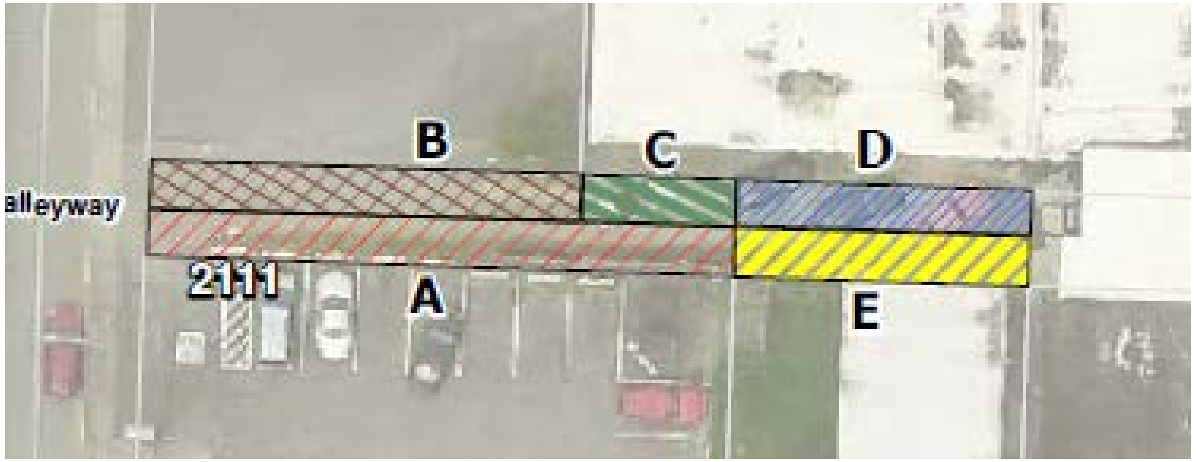
» Step Five: Construction

» Step Six: City will dedicate and maintain the area as a public park in perpetuity

Agreement Terms

Agreement Terms

- Within 10 days of Agreement, City will begin vacation process to vacate unopened right-of-way between Penguin Coffee, Jimmy Johns, San Juan Rehab Center, and apartment building
- City will lead vacation process
- Within 10 days of completion of vacation process, owners of Parcels A, B, and C will quitclaim their interests to the City
- Owners of parcels D and E will not have to transfer their interests or compensation to the City
- Once City has fee simple interest in area, City will dedicate the area as a public park and maintain it in perpetuity
- City will maintain liability insurance for the area
- Existing utility lines and easements will be protected



Pickett Pocket Park

Park Plans

» Parks is currently working on design and plans for the park

» Plans for park will include:

- Public art
- Benches
- Tables
- Landscaping
- Acknowledgment of Councilmember Erica Pickett

» Staff believes bringing a park to South Commercial Avenue will enhance the area, which currently lacks public greenspace

» Staff anticipates that the overall value of the project will fall below competitive bidding threshold for a public work project

» Parks hopes to begin construction early November

Thank You!

Jonn Lunsford

jonnl@cityofanacortes.org

City Council Agenda Bill

Meeting Date: 9/16/2019 **Agenda Item**: 7a

Subject: Pickett Pocket Park Property Agreement

Staff Contact: Jonn Lunsford

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

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

Summary Statement: Staff recommends approval of a Property Agreement between the City of Anacortes and Property Owners to identify the process for conversion of real property interests in an area of unopened alley right-of-way on the east side of the 2100 block of Commercial Avenue to a pocket park honoring former City Councilmember Erica Pickett.

Background: Staff recommends approval of the Property Agreement between the City of Anacortes and Property Owners to allow for the conversion of an area of unopened right-of-way on the east side of Commercial Avenue between 21st Street and 22nd Street into a pocket park to honor former City Councilmember Erica Pickett. Staff have determined that the best way to guarantee the property's use as a park in perpetuity is to enter into an agreement with the adjacent property owners to support a City-led vacation petition for the unopened right-of-way area followed by quitclaiming their respective interest in the underlying property to the City. The City will lead construction and will maintain the area as a pocket park open to the public in perpetuity. All adjacent property owners have reviewed and agreed to the terms in the presented agreement.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Council Parks and Recreation Committee has discussed the process at previous meetings.

Competing Viewpoints Considered: N/A

Recommended Motion: I move we authorize the Mayor to sign the Pickett Pocket Park Property Agreement.

Alternative Actions: N/A

Attachments (listed in order presented): Property Agreement between the City of Anacortes and Property Owners, site map

Property Agreement
between the
City of Anacortes
and
Property Owners

This Property Agreement ("Agreement") is entered into effective as of the last signature date by the undersigned parties below, by and between the City of Anacortes ("City"), a Washington municipal corporation, and Property Owners ("Penguin Coffee LLC, Holly Business Park LLC, Hyattcenters Kennewick, Inc., and Sixdoors LLC").

RECITALS

A. The City currently holds a strip of unopened public right-of-way between 2119 and 2101 Commercial Avenue. The portion of the right-of-way that is the subject of this Agrement.
B. The City desires to construct a small pocket park, to be named the Pickett Pocket Park, in the unopened right-of-way for the benefit of the neighboring property owners and the public.
C. The property located at 2119 Commercial Avenue is currently owned by Penguin Coffee LLC and is the location of Penguin Coffee, a local retail coffee business. The legal description of the Penguin Coffee property is provided in Exhibit A, which is hereby incorporated by reference.
D. The property located at 2101 Commercial Avenue is currently owned by Holly Business Park LLC and is currently occupied by Jimmy Johns, which will be on the site for at least the next 20 years. The legal description of the Holly Business Park property is provided in Exhibit A, which is hereby incorporated by reference.
E. The property located at 911 21st Street is currently owned by Hyattcenters Kennewick, Inc, and is the location of San Juan Rehabilitation, an in-patient rehabilitation center. The legal description of the Hyattcenters Kennwick property is provided in Exhibit A, which is hereby incorporated by reference.
F. The property located at 910 22nd Street is currently owned by Sixdoors LLC, and is the location of a multi-family residential building. The legal description of the Sixdoors property is provided in Exhibit A, which is hereby incorporated by reference.
G. The Parties wish to work cooperatively to vacate the unopened right-of-way and transfer ownership of a portion of the vacated area to the City for construction and management of the Pickett Pocket Park. The areas to be vacated and transferred to the City are described and depicted in Exhibit B, which is hereby incorporated by reference.

H. The City additionally wishes to vacate through this process a portion of the right-of-way to the east of the area to become Pickett Pocket Park, which would, if unvacated, be orphaned right-of-way with no connection to City streets or alleys. Vacation will allow the City to retain an easement, clarify the public's interest in the area, and avoid future confusion for property owners.

AGREEMENTS

NOW, THEREFORE, for good, valuable, and fair consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby Agree as follows.

I. Purpose: The purpose of this Property Agreement is to allow the Parties to work together to allow the City to take ownership of the current right-of-way area to construct the public Pickett Pocket Park.

II. City Obligations

A. Vacation.

1) Within ten (10) days following execution of this Agreement, the City will initiate and begin processing a Petition to vacate the area of unopened public right-of-way described as the vacation areas in Exhibit B. City will pay all costs and fees associated with the vacation petition. Said vacation petition must comply with all requirements of the Revised Code of Washington, the Anacortes Muncipal Code, and the Anacortes Public Works and Planning Departments.
2) Vacation Areas A, B, and C as described in Exhibit B will form the area to be named Pickett Pocket Park, with ownership to be transferred to the City as described herein.
3) The City will vacate Vacation Areas D and E and will retain a utility easement over the entirety of those Areas as described in Exhibit B.

B. Insurance. The City will ensure any City property interest conveyed via quitclaim deed to the City, including the Pickett Pocket Park, during and after construction, is covered by the City's general liabilitiy coverage through Washington Cities Insurance Authority.

C. Public Dedication. Once the unopened right-of-way is vacated and title in the underlying property of Vacation Areas A, B, and C is transferred to the City, the City will construct and maintain a pocket park and dedicate the park for public use and access in perpetuity.

III. Property Owners Obligations

A. Park Area. Within ten (10) days of City approval of the vacation, each of the Property Owners of Vacation Areas A, B, and C or their authorized representatives will convey via quitclaim deed their interest in the underlying property of Vacation Areas A, B, and C to the City on a form approved by the City Attorney, as described in Exhibit B. This agreement is voidable if any Property Owner fails to fulfill the obligations in this paragraph III(A).

B. Orphaned Right-of-Way Area. The owners of the property underlying Vacation Areas D and E will not be required to pay compensation or transfer any property interest to the City.

IV. Additional Terms

A. Cooperation. The Parties will reasonably cooperate with each other to implement the terms of this Agreement, including but not limited to, executing documents and taking other action reasonably necessary to impelemnt the terms of this Agreement.

B. Captions or Interpretations. Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision.

C. Modification or Amendment. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the transactions contemplated hereby. The Parties acknowledge they have not relied on any promise, representation or warranty, whether express or implied, not contained in this Agreement.

E. Binding Effect; No Assignments. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, and successors. The Parties represent, covenant, and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged in this Agreement.

F. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

IV. Signatures

The Parties hereto have executed this Property Agreement on the dates shown below.

Laurie Gere	9/4/2019
Laurie Gere, Mayor City of Anacortes	Date
Aaron Howell	8/30/2019
Penguin Coffee LLC	Date
Joey Goss	8/26/2019
Holly Business Park LLC	Date
Karen Hyatt	9/3/2019
Hyattcenters Kennewick, Inc.	Date
Jovan Johnson	8/29/2019
Sixdoors LLC	Date

EXHIBIT A
Property Descriptions:

Penguin Coffee LLC Property:
PARCEL A OF SURVEY AF#201110250019, AKA LOTS 11, 12, 13 AND 14, BLOCK 3 OF STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 14 OF THE RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EASTERLY 20.00 FEET THEREOF

Holly Business Park LLC Property
THE WEST 1/2 OF LOT 8 AND ALL OF LOTS 9 AND 10, BLOCK 3, STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 14, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Hyattcenters Kennwick, Inc. Property
(0.2976 ac) STEWART'S 1ST TO ANA W1/2 OF LT 4 & ALL 5 TO 7 & E1/2 OF 8 BLK 3 TOGETHER WITH THE NORTH 1/2 OF VACATED ALLEY ADJACENT TO THE WEST 1/2 OF LOT 4 AND ALL OF LOT 5 BLOCK 3

(0.1600 ac) STEWART'S 1ST TO ANA LTS 2 & 3 & E1/2 OF 4 BLK 3 TOGETHER WITH THE NORTH 1/2 OF VACATED ALLEY ADJOINING

(0.0983 ac) NELSON'S TO ANA LOT 27 TOGETHER WITH THE NORTH 1/2 VACATED ALLEY ADJOINING

Sixdoors LLC Property
THE EASTERLY 20.00 FEET OF LOT 14, AND ALL OF LOT 15, BLOCK 3 OF STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 14 OF THE RECORDS OF SKAGIT COUNTY, WASHINGTON. ALSO KNOWN AS PARCEL B OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED OCTOBER 25, 2011, UNDER AUDITORS FILE NO. 201110250019.

EXHIBIT B
Vacation Area Descriptions

Vacation Area A: (Revised Penguin Coffee Alley Legal Description – P60419)

The South ½ of the vacated Alley adjacent to Parcel A of Boundary Line Adjustment Survey recorded October 25, 2011, under Auditor's File No. 201110250019; said Parcel A being more particularly described as follows:

Lots 11, 12, 13 and Lot 14, in Block 3, "STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 14, records of Skagit County Washington, EXCEPT the Easterly 20 feet thereof.

Situate in the County of Skagit, State of Washington.

Vacation Area B: (Jimmy Johns Alley Legal Description – P60418)

The North ½ of the vacated Alley adjacent to the West ½ of Lot 8 and all of Lots 9 and 10, Block 3, "STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 14, records of Skagit County Washington.

Situate in the County of Skagit, State of Washington.

Vacation Area C: (Legal Description for portion of the Care Facility Alley to be dedicated back to the City – Ptn. P60417)

The North ½ of the vacated alley adjacent to Lot 7, EXCEPT the East 20 feet thereof, and the East ½ of Lot 8, Block 3, "STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 14, records of Skagit County Washington.

Situate in the County of Skagit, State of Washington.

Vacation Area D: (Legal Description for portion of the Care Facility Alley to be retained by the Care Facility – Ptn. P60417)

The North ½ of the vacated alley adjacent to Lot 6 and the East 20 feet of Lot 7, Block 3, "STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 14, records of Skagit County Washington.

Situate in the County of Skagit, State of Washington.

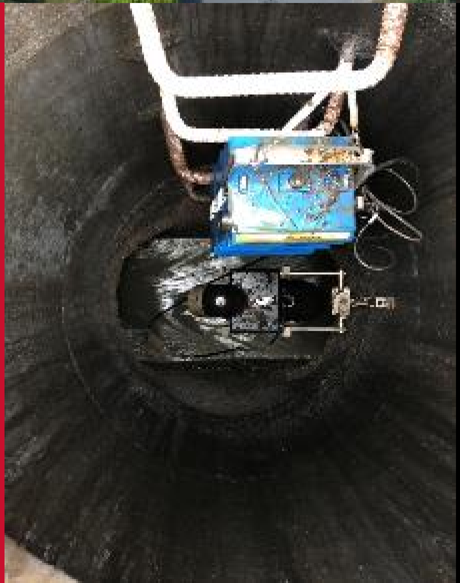
Vacation Area E: (Legal Description for portion of alley being vacated to Sixdoor LLC Property - P130783)

The South ½ of the vacated Alley adjacent to Parcel B of Boundary Line Adjustment Survey recorded October 25, 2011, under Auditor's File No. 201110250019; said Parcel B being more particularly described as follows:

The Easterly 20 feet of Lot 14, TOGETHER WITH Lot 15, in Block 3, "STEWARTS FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 14, records of Skagit County Washington.

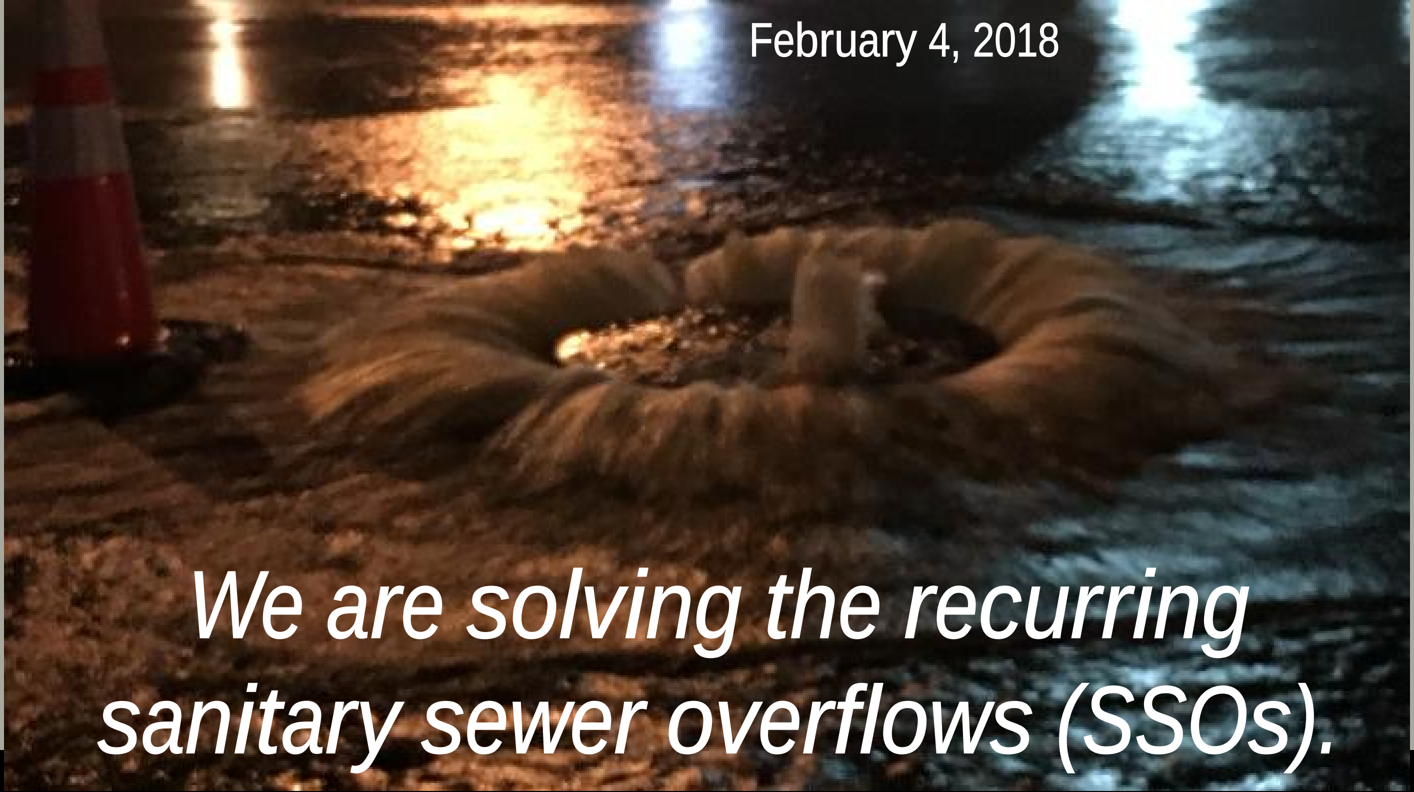
Situate in the County of Skagit, State of Washington.

P127411
P60414
P60415
P58106
21ST STREET
911
2101
P60417
P60416
P58105
P60418
B
C
D
alleyway
2111
A
E
COMMERCIAL AVENUE
P60419
P130783
P60420
P60421
P60422
P58104
2119
910
908
22ND STREET
P60435
P60434
909
P60433
903
P58103
2205
P57203
P57202
N
W
E
S



City of Anacortes City Council Briefing

September 16, 2019



***<u>Goal</u>*: Reduce frequency of SSOs currently at 1 event per 2 years.**

Options to solve the problem:

1. Remove or Divert Storm Water
2. Increase CSO Outfall Capacity
3. Storage
4. Increase Wastewater System Capacity

Options to solve the problem:

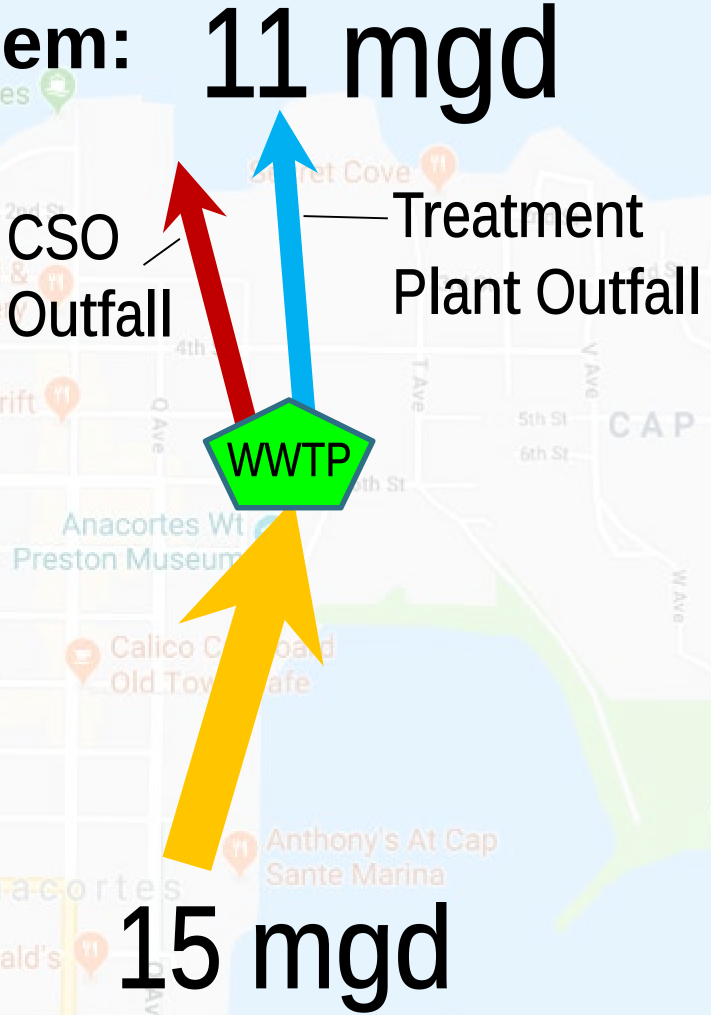
1. Remove or Divert Storm Water
2. Increase CSO Outfall Capacity
3. Storage
4. Increase Wastewater System Capacity

Options to solve the problem:

1. Remove or Divert Storm Water
2. Increase CSO Outfall Capacity
3. Storage
4. Increase Wastewater System Capacity

Options to solve the problem:

1. Remove or Divert Storm Water
2. Increase CSO Outfall Capacity
3. Storage
4. Increase Wastewater System Capacity



Increase Wastewater System Capacity

New Treatment Plant 0utfall

- 3 to 5 years
- $20 million outfall and $5 million for discharge improvements
- Environmental benefit of better effluent mixing year round
- Addresses multiple challenges – SSOs, nutrient limits, phased approach

Questions?

Memorandum

Date:	Wednesday, August 28, 2019
Project:	City of Anacortes – Sanitary Sewer Storage Study
To:	Eric Shjarback – City of Anacortes Fred Buckenmeyer – City of Anacortes
From:	Eric Bergstrom – HDR Colleen Petilla – HDR
Subject:	City Council Summary of Options for Reducing SSOs

As requested at the August 5, 2019 City Council Meeting, a summary of the four options that have been identified to address the City of Anacortes' sanitary sewer overflow (SSO) issues is provided in the attached table. The four options include:

1. **Remove stormwater from the combined sewer system** by finding sources of infiltration and inflow and removing them.
2. **Increase the capacity of the CSO outfall** in its existing location and redirect SSOs to the permitted CSO outfall.
3. **Construct a storage facility** to hold excess flows during wet weather events.
4. **Increase treatment plant capacity** to handle the excess flows and discharge to Guemes Channel through an upgraded treatment plant outfall.

The evaluation and selection of a preferred option is influenced by the effectiveness of addressing the SSOs, time to reduce or eliminate SSOs, cost, and compatibility of the options to address changes in the future. An important consideration is that these improvements are addressing a problem that occurs approximately every two years, but it is a problem that violates the conditions of the City's National Pollutant Discharge Elimination System (NPDES) permit.

The team's recommendation is to proceed with Option 4 – increase treatment plant capacity. This option provides the highest confidence of addressing the SSOs, it can be implemented in 3 to 5 years, and is the least cost option that is compatible with other future changes such as the need to increase the treatment plant capacity to accommodate growth. In addition, a new outfall would provide environmental benefits year round by increasing the mixing of treatment plant effluent in Guemes Channel on a daily basis.

Summary of Options for Reducing SSO's

#	Option	Description	Benefits	Concerns	Feasibility	Project Cost & Schedule
1	Remove Stormwater from the Combined Sewer System	Remove or divert stormwater (infiltration & inflow [I&I]) from the combined sewer system by finding sources of I&I and removing them. I&I could be removed by constructing storm drains for partial sewer separation, disconnect building downspouts, and repairing or replacing defective side sewers and sewer mains.	Addresses the true source of extraneous flows in the combined sewer system.	▪ The City has already extensively removed inflow sources in the rights-of-way reducing the stormwater that can easily be removed from the combined sewer system. ▪ Other programs have found >70% of wet weather flow originates on private property so if private property is not targeted, then efforts to remove I&I may not be effective. ▪ Majority of wet weather flow comes from small infiltration sources dispersed throughout the entire basin that are difficult to find and remove. ▪ It is difficult to measure effectiveness. ▪ A very low confidence of I&I removal effectiveness since the sources are unknown.	▪ The City should continue to remove stormwater from the combined sewer system when identified and rehabilitate sewers to improve structural integrity, but this option is not being pursued further as the primary means of eliminating SSOs since it could take several years before a reduction in wet weather flows is realized. In the meantime, SSOs are likely to continue during heavy rainfall events. ▪ Does not provide future flexibility to adapt to increases in treatment plant capacity for growth.	A budgetary project cost is $75 Million; over 10 to 50 years to implement.
2	Increase Capacity of CSO Outfall	Upsize the existing CSO #4 outfall in the current location to increase CSO discharge capacity. The outfall capacity could be increased by adding a pump station and/or increasing the diameter of all or a portion of the outfall pipe.	▪ The untreated sewage is already being released to the environment through SSOs, but this option would redirect the discharge to the permitted CSO outfall. ▪ The CSO discharge location underneath the pier has a reduced risk of human contact.	▪ Most cost-effective, time-efficient way for the City to reduce the risk of SSOs, but it has potential regulatory hurdles because of the perception that larger facilities are being provided to discharge more untreated sewage to the environment. ▪ Construction would require coordination with the shipyard. ▪ If the maximum feasible outfall upgrade is allowed, it will not eliminate the potential for a SSO; however, a partial increase of the outfall capacity would significantly reduce the risk of SSOs.	▪ This option would not increase the frequency of CSOs, it would increase the volume of CSOs for some events. In order to gain regulatory approval it is likely that this option would only be considered a temporary/short term solution to addressing SSO issues while long-term options are designed and constructed. ▪ Does not provide future flexibility to adapt to increases in treatment plant capacity for growth.	A budgetary project cost is $5 million; 1-2 years to implement. By itself this option provides relief but the system would still be at risk of SSOs during large storm events.
3A	Storage Tank	At least a 3 million gallon storage tank located with 0.5 miles of the wastewater treatment plant.	▪ Addresses SSO issues with limited regulatory & permitting hurdles. ▪ Ability to provide other community benefits (such as parking or a park).	▪ This would be a single purpose facility that would be used perhaps once every two years. ▪ An estimated 3 million gallon storage facility would be required to reduce the risk of SSOs. Predicted climate change would increase the required storage volume to 4.5 million gallons. ▪ Infrequently used off-site facilities pose operations and maintenance issues.	This option is not being considered further due to costs, limited purpose and use, and limited future flexibility to adapt to changes at the treatment plant.	A budgetary project cost is $60 million; 3-5 years to implement.
3B	Trail Storage	A 3 million gallon storage facility (pipe or linear storage tank) located along Guemes Channel in the old railroad corridor.	Ability to provide other community benefits (such as trail).	Not feasible to divert enough flow to this location to reduce SSOs. In order for storage to be effective it needs to be within 0.5 miles of the treatment plant.	Not effective at reducing SSOs and therefore not being considered further.	NA – not effective.
4	Increase Treatment Plant Capacity	**Step 1**: Construct new treatment plant outfall and increase wet weather discharge capacity to new outfall. **Step 2**: Possible Treatment Plant Improvements including: ▪ Treatment of combined sewage that will now discharge to the new outfall. ▪ Additional treatment to address changes to water quality and effluent limits established by the Department of Ecology.* ▪ Plant upgrades to address aging equipment.* ▪ Plant upgrades to address growth in the system.* * Not directly related to SSOs.	▪ Addresses SSOs and CSOs in near-term. ▪ Provides environmental benefits for CSO discharges with better treatment plant effluent mixing year round. ▪ Offers the flexibility to adapt to future treatment plant changes, such as changes in wastewater treatment requirements, replacement of the aging treatment plant assets, more restrictive treatment requirements, and climate change. ▪ Replaces existing treatment plant outfall that has had a history of repairs and is limited in accessibility. ▪ Sets up plant for future expansion, which will may be required eventually. ▪ Comprehensive solution to multiple challenges.	▪ Construction of a new outfall requires in water work which involves a higher level of construction risk. ▪ A new outfall will require coordination with the Port of Anacortes along with other stakeholders.	▪ Environmental benefits of a new outfall with better mixing for all flows including treatment plant flows on a daily basis will likely make this option appealing to regulatory authorities. ▪ Consider combining improvements into an Integrated Plan – This plan integrates planning for multiple Clean Water Act regulatory obligations into a unified plan so that improvements can be prioritized and a feasible schedule established.	▪ A budgetary project cost for the treatment plant outfall upgrade is $20 million; 3-5 years to implement. ▪ A budgetary project cost for increasing the discharge capacity is $5 million and implemented simultaneous with the outfall improvements. ▪ Other plant improvement costs will depend upon Department of Ecology requirements and plant needs.

DRAFT

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning September 23, 2019

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

September 23, 2019

•Interlocal 286 with Skagit County for Probation Services 2020-2022 (Consent)
•Interlocal 287 with Skagit County for Library Materials 2019 (Consent)
•Interlocal 281 with Port of Anacortes: Mutual Assistance on Minor Projects (Consent)
•Interlocal 285 with Port of Anacortes: Blanket Temporary Laydown Space Agreement (Consent)
•Interlocal 280 to expand the Skagit County Multiple Agency Response Team (SMART) (Consent)

****

October 7, 2019

•Ordinance _____: Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands (Discussion)

****

October 14, 2019

•Mid Biennial Budget Review (Discussion)

****

October 21, 2019

•Mid Biennial Budget Review (Discussion)

****

October 28, 2019

****

November 4, 2019

•Public Hearing: Mid Biennial Budget Review (Discussion)

****

November 12, 2019

•Ordinance ____: 2019/2020 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
•Resolution ____: Setting the City's Year 2020 Property Tax Regular Levy Increase (Action)

****

November 18, 2019

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Sep 16, 2019, 5:00 PM, Main Conference Room, City Hall
•Planning, Monday, Sep 23, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Sep 25, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Oct 1, 2019, 8:30 AM, City Hall
•Public Safety, Tuesday, Oct 1, 2019, 10:00 AM, Mayor's Office
•Planning, Monday, Oct 7, 2019, 5:00 PM, Main Conference Room, City Hall

****