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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

January 20, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Re-appointments to Historic Preservation Board by City Council (Discussion/Action)
 - b. Information Technology and ACCESS Anacortes Fiber Internet Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 12, 2026 (Action)
 - b. Approval of claims in the amount of \$1,592,493.48 (Action)
 - c. Contract Award: Skagit River Deep Anode Well Groundbed Installation #26-046-WTR-001 (Action)
6. **Other Business**
 - a. * Ordinance 5019: Adopting New AMC Chapter 2.48 Regarding the Community Forest Lands Advisory Board (Discussion/Possible Action)
 - b. * Ordinance 5015: Amending AMC Chapter 2.42 Regarding the Planning Commission (Discussion/Possible Action)
 - c. * Ordinance 5018: An Ordinance Amending AMC Chapter 2.08 Regarding Appointive Officers of the City (Discussion/Possible Action)
 - d. * Ordinance 5017: Amending Anacortes Municipal Code Section 1.30.080 Regarding Fiber Contracts (Discussion/Possible Action)
7. **Closed Session**
 - a. Collective Bargaining topics per RCW 42.30.140(4)(b) (30 minutes) (Discussion)
8. **Adjournment**

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



City Council Agenda Bill

January 20, 2026

Action Type: Motion

Item: 3.a.

Title: Re-appointments to Historic Preservation Board by City Council

Staff Contact(s): Bret Lunsford

Approved for Submittal to Council by:
Bret Lunsford

Summary: [Anacortes Municipal Code Chapter 18.20.040](#) refers to Anacortes Historic Preservation Board terms and states: "Members of the city historic preservation board shall be appointed by the city council." Bret Lunsford, Anacortes Museum Director, with the support of the preservation board, submits the following recommendation for appointment: **Reappointment of Virginia Heiner and Ralph Walter to the Historic Preservation Board. Their new 3-year terms will expire December 31, 2028.**

Budget Impact:
None

Previous Action: Both are past members of the Historic Preservation Board appointed by City Council.

Recommended Motion: **Reappointment of Virginia Heiner and Ralph Walter to the Anacortes Historic Preservation Board.**

Alternative Actions:

Attachments (listed in order presented): None

Anacortes City Council Minutes - January 12, 2026

Call to Order

Mayor Ryan Walters called to order the January 12, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Luke Carrier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and TJ Fantini were present. Councilmember Bruce McDougall (joined the meeting at approximately 6:10 pm) participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Walters announced without objection that item 6.d. updating legislative priorities would be added to the agenda.

Public Comment

Mayor Walters invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

a. Minutes of January 5, 2026

b. Approval of claims in the amount of \$2,287,542.76

The following vouchers/checks were approved for payment:

EFT numbers: 114513 through 114569, total \$1,129,487.43

Check numbers: 114570 through 114615, total \$1,134,306.62

Wire transfer numbers: 382455 through 382698, total \$23,748.71

Other Business

Resolution 3200: Appointment of Councilmembers to Committees for 2026–2027

Ms. Cleland-McGrath introduced Resolution 3200 that would appoint three councilmembers to each of the committees delineated in [Resolution 3188 — City Council Procedures](#) and Council representative(s) to the Lodging Tax Advisory Committee, the Port/City Liaison Committee, and the Skagit County Law and Justice Council. She mentioned that her goal was to appoint one existing member to ensure continuity and also to provide councilmembers with the opportunity to work with all other councilmembers. She added that she had attempted to place councilmembers on at least two of each member's requested committees and emphasized that no decisions are made at the committee level.

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

Discussion topics included:

- Thoughtful consideration of appointments.
- Need for thorough read-outs from committee meetings.
- Use of work sessions to expand the breadth and depth of the council's knowledge of different areas of concern.
- The appointment process is more difficult than it appears.

- Equal importance of all committees.

TJ Fantini moved, seconded by Anthony Young, to approve the appointments as presented.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Interlocal Agreement #26-045-ASC-001 with Skagit County for the 2026 Senior Services Program

Parks and Recreation Director Jonn Lunsford and Senior Center Administrator Karl Wolfswinkel introduced the proposed interlocal agreement #26-045-ASC-001 with Skagit County for the 2026 Senior Services Program. Mr. Lunsford noted that Mayor Walters and Mr. Fantini are members of the Senior Center Foundation board and pointed out that the agreement term is for six months, as Skagit County is reassessing its Meals on Wheels program. Mayor Walters added that Skagit County had decided to no longer serve as the distribution service provider for the Meals on Wheels program and that the Northwest Regional Council is looking for a replacement provider in the area.

Discussion topics included:

- A volunteer for the Action Club / March for Meals program is needed.

Carolyn Moulton moved, seconded by Anthony Young, to authorize the mayor to execute interlocal agreement #26-045-ASC-001 with Skagit County for the 2026 Senior Services Program.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Contract Award: Cartegraph Solutions and Subscription Agreement 2026-2028 #26-006-IDS-001

Geographic Information Systems Manager Rob Hoxie introduced proposed contract #26-006-IDS-001 with OpenGov for 2026-2028, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Importance of having tracking software for utilities.
- Separate from earlier challenges with OpenGov budget tracking application.
- See-click-fix is a positive tool for public involvement in community maintenance and improvement.

Luke Currier moved, seconded by Anthony Young, to authorize the mayor to sign the contract #26-006-IDS-001 with OpenGov Inc. in the amount of \$330,112.34 for the Cartegraph Solutions subscription agreement for 2026-2028.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Resolution 3207: Updated Legislative Priorities for 2026

Mayor Walters introduced the added item, Resolution 3207: Updated Legislative Priorities for 2026 to the agenda, mentioning the priorities to conserve, reform, and invest, which he stated are the principal factors in achieving city goals outlined in [Executive Order 2026-01](#), as discussed with staff during an all-hands meeting earlier in the day. Administrative Services Director Emily Schuh presented the updates to the city's 2026 legislative priorities, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Cost and value of engaging lobbyists.
- Lobbying firm, Gordon Thomas Honeywell (GTH), assisted with the update to the priorities.

- Scope of responsibilities of lobbying firm.
 - The focus is on procuring funding for capital projects, State Route 20 preservation and maintenance and the Cap Sante Marina Community Event Facility.
- GTH was able to procure funding for the Star Center on behalf of Skagit County.
- The city will request assistance from Skagit County through .09 funds and lodging tax funds.
- The new language frames the request well and highlights that the city is providing a significant amount of funding for both initiatives.

Christine Cleland-McGrath moved, seconded by TJ Fantini, to approve Resolution 3207 Updated 2026 Legislative Priorities.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 6:37 pm the Anacortes City Council meeting of January 12, 2026 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 January 20, 2026 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
382867	2/21/2025	FBR022025	IPV4 MARKET GROUP, LLC	IPV4 ADDRESS BLOCK	\$ 30,720.00	finance
383160	2/26/2025	16970267	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 2,649.84	parks1
383161	4/7/2025	17041539	WILBUR-ELLIS COMPANY, LLC	PARKS FERTILIZER SUPPLIES	\$ 390.96	parks1
383107	7/9/2025	3476	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DVSAS SERVICES (APRIL-JUNE 2025)	\$ 3,507.23	apd
383162	7/25/2025	17375725	WILBUR-ELLIS COMPANY, LLC	PARKS FERTILIZER SUPPLIES	\$ 2,987.37	parks1
383136	11/4/2025	9210712206	STRYKER SALES CORPORATION	GURNEY BATTERY CHARGER	\$ 1,371.39	medic
383139	11/5/2025	9210738708	STRYKER SALES CORPORATION	POWERPRO 2 BATTERY	\$ 958.13	medic
382784	11/7/2025	632594	HUGHES FIRE EQUIPMENT, INC.	PART FOR VEHICLE #221	\$ 134.25	dshop
383134	11/13/2025	1935	VARIUS INC.	2025 EEW EQUIPMENT MONITORING FEES (SHAKFAI ERT)	\$ 9,101.40	dwtpt
383122	11/30/2025	57844	PACIFIC SECURITY	NOVEMBER SECURITY SERVICE FOR COURT SESSIONS	\$ 705.47	court
382925	12/1/2025	63180	SKAGIT PUBLISHING LLC	PUBLISH AA-692436	\$ 158.34	plan
382926	12/1/2025	63181	SKAGIT PUBLISHING LLC	PUBLISH AA-692446	\$ 113.68	plan
382941	12/1/2025	63182	SKAGIT PUBLISHING LLC	PUBLISH AA-692449	\$ 178.64	plan
382942	12/1/2025	63183	SKAGIT PUBLISHING LLC	PUBLISH SVH-693055	\$ 69.94	pw1
383171	12/3/2025	1073714	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 18.69	court
383131	12/3/2025	INV000050	SWIFTCOMPLY US OPCO INC	CROSS-CONNECTION SOFTWARE - 12/1/25-11/30/26	\$ 7,643.90	dwtpt
383133	12/17/2025	9211098537	STRYKER SALES CORPORATION	BATTERY CHARGER ASSEMBLY	\$ 1,426.56	medic
383132	12/18/2025	3423	WELCH BROTHERS CONSTRUCTION	M AVE SEWER MAIN LINE REPAIR	\$ 12,310.27	pw1
382838	12/18/2025	400004496255	PUGET SOUND ENERGY INC	CEMETERY POWER RECONNECT	\$ 595.95	parks1
381801	12/18/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; NOVEMBER 2025	\$ 348.00	apd
383121	12/22/2025	134530	VECA ELECTRIC & TECHNOLOGIES	A AVE/POINTE WATER BOOSTER STATIONS GENERATOR REPLACEMENT PROJECT - INSTALLATION	\$ 80,198.66	pw1
382852	12/26/2025	6132065526	VERIZON WIRELESS	WTP SCADA 11/27-12/26/25	\$ 1,060.93	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383135	12/29/2025	9211177288	STRYKER SALES CORPORATION	GURNEY POWER CORD ASSEMBLY	\$ 33.09	medic
382862	12/30/2025	1267	BE ENTERPRISES LLC	2025 WTP JANITORIAL SERVICES - DECEMBER 2025	\$ 1,000.00	pw1
383140	12/30/2025	9211187265	STRYKER SALES CORPORATION	PURCHASE OF STRYKER 6507 POWER PRO 2	\$ 39,020.77	medic
383031	12/30/2025	PS-INV-114779	WHITNEY EQUIPMENT CO INC	PUMP STATION PUMP	\$ 22,384.51	dwwtp
382928	12/31/2025	0173	SKAGIT COUNTY SOLID WASTE FUND	DECEMBER TONNAGE HAULED	\$ 120,965.54	dshop
382845	12/31/2025	064205	REECE, STORMIE	DEPOT JANITORIAL SERVICES	\$ 1,628.00	parks1
383173	12/31/2025	1076780	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 3.09	court
382782	12/31/2025	14781	PETDATA, INC	PETDATA LICENSING FEES DECEMBER	\$ 903.00	finance
383099	12/31/2025	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 12/11-1/9/2026	\$ 2,746.39	publib
383151	12/31/2025	18852	SKAGIT COUNTY PUBLIC HEALTH	3RD QTR 2025 LIQUOR TAX	\$ 6,548.75	finance
382861	12/31/2025	20-152	NORTHWIND FENCE CO, LLC	PUBLIC SAFETY BUILDING FENCE PRIVACY SLAT INSTALLATION	\$ 5,651.07	pw1
383106	12/31/2025	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 12/7-1/6/2026	\$ 4,276.10	publib
383022	12/31/2025	20316	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 12/31/25	\$ 14,066.00	pw1
383137	12/31/2025	243129	BLYTHE MECHANICAL, INC	CITY HALL BOILER GAS VALVE REPAIR	\$ 1,280.22	pw1
382875	12/31/2025	301330	INFOSEND, INC.	DECEMBER 2025 PROCESSING	\$ 5,358.97	finance
383114	12/31/2025	314990	VANTAGE POINT SOLUTIONS, INC.	CALEA TRUSTED THIRD PARTY SERVICES - DECEMBER 2025	\$ 275.00	admsrv
383108	12/31/2025	3966	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN (4TH QTR 2025)	\$ 7,938.20	apd
383118	12/31/2025	4646601182	SCHINDLER ELEVATOR CORPORATION	ELEVATOR SERVICE - DECEMBER 2025	\$ 594.04	pw1
382839	12/31/2025	54158784	LINDE GAS & EQUIPMENT INC.	CYLINDER RENTAL FOR WWTP	\$ 1,507.55	dwwtp
382858	12/31/2025	58203	PACIFIC SECURITY	SECURITY DETAIL FOR COURT DAYS	\$ 556.95	court
383095	12/31/2025	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 12/11-1/9/26	\$ 1,550.14	finance
382463	12/31/2025	E202512300017	SIMPLIFILE, LC	UTILITY EASEMENT NO 6 REETA	\$ 319.38	finance
383000	12/31/2025	ES-1125-02	SKAGIT COUNTY AUDITOR	NOV 4, 2025 GENERAL ELECTION	\$ 11,040.53	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383112	12/31/2025	INV-531262	JUSTICE AV SOLUTIONS	JAVS COURTROOM RECORDING EQUIPMENT AND SOFTWARE	\$ 3,111.68	court
383003	12/31/2025	L172531	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 24-24	\$ 2,849.50	finance
383123	12/31/2025	Pay App 15	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 425,696.12	pw1
383113	12/31/2025	Pay App 8	SUMMITX CONTRACTORS, INC	2025 WATERLINE REPLACEMENTS	\$ 96,320.64	pw1
382856	1/1/2026	052-0010-00	CITY OF ANACORTES	OPS: 12/1-12/31/25	\$ 1,859.91	dshop
382863	1/1/2026	15-08195-33000	WASTE MANAGEMENT	15-08195-33000 DECEMBER 2025 CONTRACTED	\$ 157,404.08	finance
382842	1/1/2026	152452	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING	\$ 293.76	parks1
383142	1/1/2026	190-1840-00	CITY OF ANACORTES	UTILITY BILL FOR WWTP	\$ 8,557.73	dwwtp
383023	1/1/2026	2799730-0043-3	WASTE MANAGEMENT	WTP TRASH ACCT # 22-79868-03009, RECYCLE PICKUP - 12/1-12/31/25	\$ 303.41	dwwtp
383096	1/1/2026	2973	WASHINGTON SECRETARY OF STATE	WDLC ANNUAL DIGITAL LIBRARY	\$ 18,692.12	publib
383024	1/1/2026	6132384276	VERIZON WIRELESS	WTP EQUIPMENT CHARGES 12/2/25-1/1/26	\$ 850.61	dwwtp
383015	1/1/2026	6132457035	VERIZON WIRELESS	SCADA COMMUNICATION FOR DECEMBER	\$ 1,327.43	dwwtp
382830	1/1/2026	630475	MOMENTUM TELECOM INC	SIP TRUNKS 1/1-1/31/2026	\$ 1,080.83	finance
383092	1/1/2026	91011038655	EBSCO INFORMATION SERVICES	EBSCO DATABASE PACKAGE 2026	\$ 5,720.00	publib
382780	1/1/2026	ReimbWelch	WELCH, REBECCA	REIMBURSEMENT FOR JURY TRIAL SUPPLIES	\$ 56.97	court
383001	1/2/2026	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 12/9-2/8/26	\$ 185.23	finance
382788	1/5/2026	2084811	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 163.20	dshop
382786	1/5/2026	55399	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,031.42	dshop
383097	1/6/2026	220013286491	PUGET SOUND ENERGY INC	APD 12/6-1/5/26	\$ 3,055.28	apd
382840	1/6/2026	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES POWER	\$ 50.51	parks1
382929	1/6/2026	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 12/6-1/5/26	\$ 22.34	dshop
382834	1/6/2026	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 12/6-1/5/26	\$ 10.89	dwwtp
383004	1/6/2026	391654	BAY CITY SUPPLY	PAPER FACILITY SUPPLIES	\$ 127.77	medic
382850	1/6/2026	9760807272	GRAINGER	SAFETY SUPPLIES	\$ 1,451.44	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
382844	1/6/2026	DSSK0282-2026	DEPARTMENT OF ECOLOGY	LITTLE CRANBERRY DAM INSPECTION	\$ 1,208.00	parks1
382843	1/6/2026	DSSK0705-2026	DEPARTMENT OF ECOLOGY	WHISTLE LAKE ANNUAL DAM INSPECTION	\$ 1,208.00	parks1
383116	1/6/2026	FB76467	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 12/31/25	\$ 1,200.00	pw1
382841	1/6/2026	I7210795	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 558.15	wdist
383028	1/7/2026	0004894-IN	NELSON-REISNER DISTRIBUTOR INC	DIESEL 2 DYED 9,851.0 GAL	\$ 30,467.15	dwtp
383105	1/7/2026	0839	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DVSAS SERVICES (OCT-DEC 2025)	\$ 1,931.00	apd
382848	1/7/2026	1100004240	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INFLUENT MONTHLY	\$ 44.65	dwwtp
382849	1/7/2026	1100004241	EUROFINS ENVIRONMENT TESTING	LAB TESTING - EFFLUENT MONTHLY	\$ 108.57	dwwtp
382847	1/7/2026	110004239	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM MONTHLY	\$ 44.65	dwwtp
383006	1/7/2026	2045321	LIFE ASSIST, INC	SPONGES, CATHETERS, MASKS, NOSE CLIPS.	\$ 708.53	medic
383014	1/7/2026	220035067093	PUGET SOUND ENERGY INC	OUTSIDE LIGHTING FOR MOLLY LANE: 12/6-1/5/26	\$ 189.36	medic
382853	1/7/2026	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 12/5-1/6/26	\$ 10,296.97	dwtp
382871	1/7/2026	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WA PARK/FAC/DEPOT 12/5-1/5/26	\$ 10,823.28	parks1
383016	1/7/2026	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 12/5-1/5/26	\$ 3,166.62	medic
382946	1/7/2026	300000290035	PUGET SOUND ENERGY INC	MUSEUM 12/6-1/5/26	\$ 1,500.25	museum
382947	1/7/2026	300000300008	PUGET SOUND ENERGY INC	0008 WWTP 12/6-1/5/26	\$ 38,267.82	dwwtp
382934	1/7/2026	382934	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 3,426.77	dshop
382854	1/7/2026	90341922	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE PO 26-100	\$ 7,634.58	dwtp
383010	1/8/2026	0002584836	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 201.82	medic
382943	1/8/2026	1100004279	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - IOC FLUORIDE 2026-1-05	\$ 35.00	dwtp
383115	1/8/2026	1200790175	HDR ENGINEERING, INC	WTP NORTH LINE REPAIR & FLOWMETER UPGRADES - DESIGN - 11/30/25-12/27/25	\$ 1,516.67	pw1
383007	1/8/2026	15936	NORTHWEST CLEAN AIR AGENCY	2026 LOCAL ASSESSMENT - PER CAPITA FEE	\$ 10,048.50	finance
382873	1/8/2026	160-1300-00	RICE, DAVID & JANET	UB Refund Cst #044038	\$ 6.53	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
382932	1/8/2026	20260021	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING SERVICES 12/2025	\$ 4,402.52	finance
382872	1/8/2026	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 12/7-1/6/26	\$ 17.95	finance
382874	1/8/2026	700-3130-01	HILLE, MITCHELL	UB Refund Cst #066658	\$ 36.80	finance
382935	1/8/2026	99027723	EMERALD SERVICES, INC	DISPOSAL SERVICE FOR SHOP	\$ 90.88	dshop
383008	1/8/2026	IN2415263	MES SERVICE COMPANY LLC	ANNUAL SCBA FLOW TESTS	\$ 2,785.00	medic
382944	1/9/2026	1500005201	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2026-1-05	\$ 154.00	dwtpt
382945	1/9/2026	1500005202	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2026-1-05	\$ 22.00	dwtpt
383098	1/9/2026	1838	FIDALGO CLEANING	APD CLEANING & SUPPLIES 12/29/25-1/11/26	\$ 905.00	apd
383026	1/9/2026	1860086	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 278.00	dwtpt
383027	1/9/2026	1860087	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLY	\$ 23.89	dwtpt
383120	1/9/2026	18797	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2025 - OCT. NOV. DEC 2025	\$ 11,150.00	parks1
382933	1/9/2026	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 12/7-1/6/26	\$ 43.77	dshop
383019	1/9/2026	2347-22	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - THROUGH 12/31/25	\$ 4,051.25	plan
383020	1/9/2026	2407-21	MAKERS ARCHITECTURE	ANACORTES CLIMATE ELEMENT - THROUGH 12/31/25	\$ 12,751.01	plan
382930	1/9/2026	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 12/7-1/6/26	\$ 262.61	dshop
383110	1/9/2026	31-C25066300	BRICKA, REX	AMBULANCE SERVICES REFUND	\$ 107.28	finance
383018	1/9/2026	32798	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 2,782.02	dshop
382939	1/9/2026	cpls	DEPARTMENT OF LICENSING	CPLS TO DOL; DEC 2025	\$ 417.00	apd
382936	1/9/2026	INV-021111	OVERHEAD DOOR CO	SUPPLIES FOR FACILITIES	\$ 272.00	pwfac
382937	1/9/2026	INV3122383	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 12/8-1/7/26	\$ 381.68	finance
383101	1/10/2026	00005W5A83026	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 1-10-26	\$ 351.00	apd
383109	1/12/2026	1200792457	HDR ENGINEERING, INC	WTP FILTER AND BACKWASH STUDY - 11/2/25 - 12/27/25	\$ 1,681.25	dwtpt
383030	1/12/2026	122	SKAGIT COUNTY OFFICE OF	INDIGENCY SCREENING	\$ 714.00	pubdef
383029	1/12/2026	123	SKAGIT COUNTY OFFICE OF	INDIGENCY SCREENING	\$ 840.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383011	1/12/2026	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 12/7-1/6/26	\$ 10.89	dwwtp
383154	1/12/2026	260 037 3822 1	CASCADE NATURAL GAS CORP.	DEPOT NATURAL GAS 12/11-1/9/26	\$ 539.77	parks1
383025	1/12/2026	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 12/6-1/6/26	\$ 7,464.65	dwwtp
383157	1/12/2026	304 713 4234 2	CASCADE NATURAL GAS CORP.	DEPOT RR NATURAL GAS 12/11-1/9/26	\$ 21.28	parks1
383021	1/12/2026	38147	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 11,748.75	pw1
383155	1/12/2026	440 400 0000 0	CASCADE NATURAL GAS CORP.	SENIOR CENTER NATURAL GAS 12/11-1/9/26	\$ 582.49	parks1
383159	1/12/2026	538 000 0000 1	CASCADE NATURAL GAS CORP.	CEMETERY NATURAL GAS 12/11-1/9/26	\$ 19.23	parks1
383156	1/12/2026	638 000 0000 0	CASCADE NATURAL GAS CORP.	CEMETERY NATURAL GAS 12/11-1/9/26	\$ 23.78	parks1
383158	1/12/2026	917 600 0000 9	CASCADE NATURAL GAS CORP.	VOLUNTEER PARK NATURAL GAS 12/11-1/9/26	\$ 187.08	parks1
383091	1/12/2026	989 800 0000 8	CASCADE NATURAL GAS CORP.	989 800 0000 8 WWTP 12/11-1/9/26	\$ 807.59	dwwtp
383126	1/12/2026	INV00931217	USA BLUE BOOK	WATER MAINTENANCE - BLUE HERON LAB SUPPLIES	\$ 788.90	dwwtp
383005	1/12/2026	ReimbGuthrie	GUTHRIE, SKY	SUPPLIES FOR FACILITIES	\$ 18.12	pwfac
383148	1/13/2026	1860822	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 666.00	finance
383145	1/13/2026	25-255-FAC-0011	HYTECH ROOFING INC.	RETAINAGE RELEASE	\$ 202.50	pw1
383147	1/13/2026	25-265-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 380.93	pw1
383103	1/13/2026	259	THRIFTY CLEANERS	UNIFORM CLEANING; NOVEMBER & DECEMBER 2025	\$ 346.92	apd
383149	1/13/2026	330512	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 2,590.96	dwwtp
383104	1/13/2026	5072541256	RICOH USA, INC	RICOH- FRONT OFFICE 12/1-12/31/25	\$ 42.44	apd
383138	1/13/2026	ATC253312-M1	DOBBS PETERBILT - MARYSVILLE	FRONTLOAD SOLID WASTE TRUCK ERR5002 REPLACEMENT - PARTIAL PAYMENT	\$ 259,851.64	pw1
383102	1/13/2026	DECEMBER 2025	THE HUMANE SOCIETY OF	ABANDONED DOGS; 25-A07775 AND 25-A07909	\$ 132.00	apd
383090	1/13/2026	INV3123799	COPIERS NORTHWEST, INC	CANON/IRC5870I/3RD FLOOR 12/11-1/10/26	\$ 148.21	finance
383124	1/13/2026	ReimbBolton	BOLTON, KENT	BOOT & PANT ALLOWANCE - KENT BOLTON	\$ 285.81	dwwtp
	Total				\$ 1,592,493.48	



City Council Agenda Bill

January 20, 2026

Action Type: Contract Award

Item: 5.c.

Title: Contract Award: Skagit River Deep Anode Well Groundbed Installation #26-046-WTR-001

Staff Contact(s): Logan Lee, Brent Christensen

Approved for Submittal to Council by:

Jenna Miller

Tiffany Matson

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$71,726.66 to MESA Products Inc. to perform the Skagit River Deep Anode Well Groundbed Installation.

Background:

1. **History:** This project involves the replacement of an existing deep well currently in service. Deep wells have a finite operational lifespan, which has historically averaged approximately 20 years. Regular evaluations are conducted to assess system conditions. These evaluations include system surveys, adjustment of current output as needed, and professional recommendations regarding remaining service life and replacement timing for each well. Currently, four deep wells have been replaced based on these assessments. Replacement of this well will help ensure the continued integrity of the City's water transmission lines through effective cathodic protection and, once completed, the system will be well protected for the foreseeable future.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$71,726.66.
 - The Contractor shall complete the work by September 30, 2026.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with

MESA Products Inc.

Budget Impact:

Previous Action:

Contractor	MESA Products Inc
Contract Amount	\$71,726.66
Funding Source	This project has an allocated budget of \$100,000 for 2026 under the Capital Facilities Plan (CFP), funded by the Water Fund.
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	September 30, 2026

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-046-WTR-001 with MESA Products Inc. in the amount of \$71,726.66 to perform the Skagit River Deep Anode Well Groundbed Installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-046-WTR-001



CONTRACT 26-046-WTR-001
AGREEMENT WITH
MESA PRODUCTS INC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and MESA Products Inc, a private contractor at PO Box 52608, Tulsa, OK 74152 (herein after referred to as "Contractor").

PROJECT

SKAGIT RIVER DEEP ANODE WELL GROUND BED INSTALLATION

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to drill a deep well and install a new anode groundbed located at the Skagit River and Bennett Road, Mount Vernon, WA 98273. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Seventy-One Thousand Seven Hundred Twenty-Six Dollars and Sixty-Six Cents (\$71,726.66)**, which includes \$5,680.01 sales tax at an 8.6% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by September 30, 2026.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brent Christensen (360) 293-5147.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Title

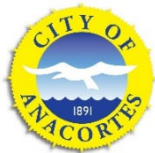
Date

Contractor:

MESA Products Inc

Date

Contractor License #



CONTRACT 26-046-WTR-001
EXHIBIT A

Scope of Work

The Contractor shall perform and provide the following:

1. Anode Installation

- 1) The drilled hole will be 8"X250'
- 2) (15) Lida 1" x 60" anodes with #8 HMWPE leads.
- 3) The hole will be top loaded with Loresco SWS.
- 4) Bentonite hole plug will be installed from the top of the coke to 3' below the surface.
- 5) Anode leads will coiled in a shallow hole for future installation by the city.
- 6) Casing installed, if required, per client specifications or local regulatory requirements.
- 7) Portable Pit/Earth Pit will be utilized for drilling operations.

2. Deliverables

- 1) Scope and Changes
- 2) JSA's
- 3) Drilling Permit if required by WSDOT
- 4) As-built drawing of the installation
- 5) Deep Anode Drill Log
- 6) Photos
- 7) Utility locate ticket information

Material		\$14,575.15	
Description	Quantity	Unit	
#8 HMWPE Stranded Black (Anode Lead)	3660.00	Feet	
1" Loresco All-Vent Pipe	140.00	Feet	
1" Schedule 40 PVC Pipe	120.00	Feet	
Lida One CT 1"x 60" w/HALAR	15.00	Each	
Loresco PermaPlug (50# Bag) FOB Tulsa	59.00	Each	
Loresco SC-3 (50# Bag) FOB Tulsa	74.00	Each	
NS - 1.25" Black Steel Stand Pipe	260.00	per	
Ventralizer for 8" Hole	15.00	Each	
Labor, Equipment, Other, Subcontract, Freight		\$51,471.50	
Estimate total for - RECT-001 Skagit River CP Deep Well		\$66,046.65	

Exclusions:

- 1) AC power to the rectifier is not included.
- 2) Application for power with the local power company is not included.
- 3) Installation of a power pole is not included.
- 4) Site Specific SAFETY training required for site access lasting more than one (1) hour is not included.

City Responsibilities:

- 1) Procurement of project permits, with the exception of the well drilling permit.
- 2) Vacuum excavation from surface to approximately 10-ft below grade to clear hole.
- 3) Removal of spoils generated during vacuum excavation.
- 4) Procurement and installation of new anode junction box.
- 5) Routing of new positive header cable from the existing rectifier to the new anode junction box.

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

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

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

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

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

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

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

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

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

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

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

- a. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages paid for the final correct contract amount are approved and on file with L&I for the Contractor and any subcontractors.
- b. All liens placed against the project have been released.
- c. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

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

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

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

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

6. 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.

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

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

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

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

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

9. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards

and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

10. Chemical Hazard Safety

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

11. Delivery/Shipping. If shipping or delivering any items to the City, the Contractor shall ship items as Freight-On-Board (FOB) Destination Freight Prepaid, and Delivered Duties Paid (DDP) Delivery Point if applicable; ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm); and provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.

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

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

14. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

15. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the

Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

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

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

19. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

21. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

25. The City's Right to Terminate Agreement.

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

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

26. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Work 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 Work unless or until a modification to this Agreement is approved in writing by both parties.

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

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

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

30. 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.

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

32. 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.

33. 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.

34. 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.

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

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

CITY:

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

CONTRACTOR:

MESA Products Inc
Logan Swanson
PO Box 52608
Tulsa, OK 74152
Logan.Swanson@mesaproducts.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

January 20, 2026

Action Type: Ordinance

Item: 6.a.

Title: Ordinance 5019: Adopting New AMC Chapter 2.48 Regarding the Community Forest Lands Advisory Board

Staff Contact(s): Jonn Lunsford

Approved for Submittal to Council by:

Greg Francioch
Jonn Lunsford
Steve Hoglund
Darcy Swetnam

Summary: [Resolution 663](#) (1981) adopted the first Anacortes Community Forest Lands (ACFL) management plan and established a Forest Advisory Committee (later retitled as a board), but the creation of that board was never codified. This ordinance would create new Anacortes Municipal Code Chapter 2.48 that would make membership qualifications less restrictive than articulated in the ACFL plan and adjust the term length from 5 to 4 years. The update also would remove board duties of 'serving as liaison' and 'managing timber salvage'.

Budget Impact:

Previous Action: Adopted Resolution 663 at the [June 1, 1981, regular meeting](#) (p.36 of the 1981 City Council Minutes).

Recommended Motion: Adopt Ordinance 5019 creating new AMC Chapter 2.48 Regarding the Community Forest Lands Advisory Board

Alternative Actions:

Attachments (listed in order presented):

1. Ordinance 5019 - Forest Board

Ordinance No. 5019

An Ordinance Adopting New AMC Chapter 2.48 Regarding the Community Forest Lands Advisory Board

Whereas the City of Anacortes owns approximately 3,000 acres of forest lands, much of which is protected by conservation easement, and is collectively managed as the “Anacortes Community Forest Lands” (the “ACFL”);

Whereas the size of the ACFL, as well as the processes and policies for management and protection of the ACFL have evolved to become more formal over time;

Whereas [Resolution 663](#) (1981) adopted the first ACFL management plan and established a Forest Advisory Committee (later retitled as a board), but the creation of that board was never codified;

Whereas the City Council desires to codify adopted boards and commissions;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. New chapter 2.48, as shown in Exhibit A, is added to the Anacortes Municipal Code.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED and APPROVED this 20th day of January 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 2.48 Community Forest Lands Advisory Board

2.48.020 Established—Purpose

The Community Forest Lands Advisory Board is established to provide the City a resource to assist its management of the Anacortes Community Forest Lands.

2.48.040 Membership

i This section makes qualifications for membership less restrictive than articulated in the ACFL plan, which provides for “one member of the Parks and Recreation Commission, one member of the Planning Commission, and three citizen members.”

- A. The Community Forest Lands Advisory Board consists of five members appointed by the mayor and confirmed by the City Council. At least four members must be residents of the City of Anacortes.

i Term length is adjusted from 5 to 4 years.

- B. The term of each appointment is four years.
- C. Members of the Community Forest Lands Advisory Board at the time of adoption of this chapter may continue to hold that position until the expiration of their terms under their previous appointment.

2.48.060 Duties of the Board

- A. The Community Forest Lands Advisory Board has the following duties:

i This section is based on the list in the existing resolution, deleting ‘serving as liaison’ and ‘managing timber salvage’.

1. the duties described in AMC Chapter 3.46;
2. to make recommendations for changes to the ACFL Plan;
3. to provide technical advice for implementation of the ACFL Plan;
4. to make recommendations for trail use policies and guidelines and Mount Erie climbing management;
5. to make recommendations to the mayor and City Council for an annual budget for management of the ACFL;

6. to make recommendations to the City Council on policies for long-term use, enhancement, and conservation of the ACFL;
 7. to make recommendations for additional studies, trail plans, and surveys.
- B. The role of the Community Forest Lands Advisory Board is to provide advice to City staff and City elected officials. Consistent with the definition of “governing body” in RCW 42.30.020, the Community Forest Lands Advisory Board does not have the authority to create policy or direct City staff.



City Council Agenda Bill

January 20, 2026

Action Type: Ordinance

Item: 6.b.

Title: Ordinance 5015: Amending AMC Chapter 2.42 Regarding the Planning Commission

Staff Contact(s): John Coleman

Approved for Submittal to Council by:

Greg Francioch
John Coleman
Steve Hoglund
Darcy Swetnam

Summary: The City of Anacortes's Planning Commission was established in 1940 prior to the adoption of the Optional Municipal Code at Title 35A RCW. This ordinance would cleanup the Planning Commission ordinance by reorganize under Title 35A and reduce the term length to encourage additional participation.

Budget Impact:

Previous Action:

Recommended Motion: I move we adopt Ordinance 5015 amending AMC Chapter 2.42 regarding the Planning Commission.

Alternative Actions:

Attachments (listed in order presented):

1. Ordinance 5015 - AMC 2.42 Planning Commission

**City of Anacortes
Ordinance No. 5015**

An Ordinance Amending AMC Chapter 2.42 Regarding Establishment of the Planning Commission

Whereas AMC Chapter 2.42, originally adopted in 1940, established the Planning Commission per RCW Title 35;

Whereas the City of Anacortes is now organized under the Optional Municipal Code, RCW Title 35A, which was adopted in 1967;

Whereas the City Council intends to reestablish the Planning Commission under the Optional Municipal Code, with no change in its current membership, but with a shorter term length for future appointments to the Commission to encourage participation;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC Chapter 2.42 is amended as shown in Exhibit A.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. This ordinance takes effect February 1, 2026, after passage, approval, and publication in the manner required by law.

PASSED and APPROVED this 20th day of January 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

Chapter 2.42 Planning Commission

2.42.010 Created.

There is created a planning commission of the city per RCW Chapter 35A.63.

2.42.020 Membership.

There will be seven members of the commission, to be appointed by the mayor, by and with the consent of the city council. Members must be selected without respect to political affiliations and serve without compensation.

2.42.040 Terms of office.

- A. The terms of members will, after the expiration of the term of those first appointed, be for ~~six~~ four years starting on February 1.
- B. The members first appointed will hold office as follows: ~~two for two years; two for four years; and two for six years~~ one for one year; two for two years; two for three years; and two for four years.
- C. Vacancies other than through expiration of terms must be filled for the unexpired terms.
- D. Members may be removed, after public hearing, by the mayor with the approval of the council for inefficiency, neglect of duty, or malfeasance in office.

2.42.050 Powers and duties.

The planning commission of the city will have all of the powers and perform each and all of the duties specified by AMC Title 19.

2.42.060 Organization.

The commission will elect its own chair and create and fill such other offices as it may deem necessary; ~~and will hold at least one regular meeting in each month for not less than nine months of the year~~. It will adopt rules for the transaction of its business and will keep a written record of all of its proceedings, which record will be a public record.

2.42.070 Quorum.

Four members present and voting constitute a quorum.



City Council Agenda Bill

January 20, 2026

Action Type: Ordinance

Item: 6.c.

Title: Ordinance 5018: An Ordinance Amending AMC Chapter 2.08 Regarding Appointive Officers of the City

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hoglelund

Summary: This ordinance makes two changes to the appointive officers chapter in the municipal code that are driven by recent staffing changes:

1. the position of Administrative Services Director is deleted (as a cost-saving and restructuring measure due to the pending departure of the staff member that currently fills that position);
2. an allowance is added for the city engineer and the public works director positions to be filled by the same person (which is occurring now since the appointment last year of the city engineer to be interim public works director).

Budget Impact:

Previous Action: Council approved [Ordinance 4062 Adopting New AMC Chapter 2.08 Regarding Appointive Officers of the City](#) at the [November 6, 2023, regular meeting](#) and voted to override Mayor Miller's veto of the ordinance at the [November 20, 2023, regular meeting](#).

Recommended Motion: I move we adopt Ordinance 5018 amending AMC Chapter 2.08 regarding appointive officers of the City.

Alternative Actions:

Attachments (listed in order presented):

1. Ordinance 5018 - AMC 2.08 Appointive Officers - 2026

Ordinance No. 5018

**An Ordinance Amending AMC Chapter 2.08
Regarding Appointive Officers of the City**

Whereas AMC Chapter 2.08 describes the appointive officers subject to council confirmation;

Whereas the City Council intends to modify the list of appointive officers and department heads;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC 2.08.020 is hereby amended as shown in Exhibit A.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this 20th day of January 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

2.08.020 Appointive Officers

- A. The following are hereby known as “appointive officers” of the City of Anacortes:
1. ~~Administrative Services Director;~~
 2. City Attorney;
 3. City Clerk/Treasurer and Finance Director;
 4. City Engineer;
 5. Fire Chief;
 6. Police Chief, who is the chief law enforcement officer of the City per RCW 35A.12.020;
 7. Human Resources and Labor Relations Director;
 8. Library Director, subject to the recruitment process established in AMC 2.58.030;
 9. Municipal Judge;
 10. Museum Director;
 11. Director of the Parks and Recreation Department;
 12. Director of the Planning, Community, & Economic Development Department;
 13. Director of the Public Works Department.
- B. Except as provided in subsection C, the mayor’s appointment of appointive officers is subject to confirmation by the City Council per AMC 2.08.040.
- C. Per agreement with Skagit County, judges and court commissioners of Skagit County District Court municipal judge for the city of Anacortes. If that relationship is ended, appointment of the City’s Municipal Judge will also require City Council confirmation.
- D. No appointment requiring City Council confirmation may begin prior to receiving City Council confirmation.
- E. No person may serve simultaneously as more than one appointive officer, except a person may simultaneously hold the positions of City Engineer and Director of the Public Works Department.
- F. Per RCW 35A.12.090, all appointments of appointive officers must be made on the basis of ability and training or experience of the appointee in the duties they are to perform.
- G. No position of, or any position substantially similar to, “City Administrator” may be created without amendment of this chapter.



City Council Agenda Bill

January 20, 2026

Action Type: Ordinance

Item: 6.d.

Title: Ordinance 5017: Amending Anacortes Municipal Code Section 1.30.080 Regarding Fiber Contracts

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Emily Schuh
Steve Hoglund
Darcy Swetnam

Summary: This ordinance makes a minor code change to authorize the Municipal Fiber Manager, rather than the "Director of the Fiber Department" to authorize fiber service contracts. This change is driven by the proposed deletion of the Administrative Services Director position (who also served as Fiber Director).

Budget Impact:

N/A

Previous Action: [Ordinance 3056](#) adopted in 2019 created AMC Section 1.30.080.

Recommended Motion: I move we adopt Ordinance 5017 amending AMC Section 1.30.080.

Alternative Actions: N/A

Attachments (listed in order presented):

1. 260120 Ord 5017 - fiber contract delegation

Ordinance No. 5017

An Ordinance Amending AMC Section 1.30.080 Regarding Fiber Contracts

Whereas [Ordinance 3056](#) (2019) adopted AMC Section 1.30.080 which delegated contract signature authority for fiber service contracts to the director of the fiber department, a position that is being eliminated;

Whereas the City Council desires to update AMC Section 1.30.080 to delegate authority to sign fiber service contracts to the municipal fiber manager;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

- Section 1. Section 1.30.080(B) is amended as shown in Exhibit A.
- Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED and APPROVED this 20th day of January 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

1.30.080 Approval of municipal fiber contracts.

B. ~~Director of Fiber Department~~ Municipal Fiber Manager Approval.

1. The ~~Director of the Fiber Department~~ Municipal Fiber Manager is authorized to approve contracts that meet all of the following criteria:
 - a. The contract is exclusively for the city's provision of residential and business-class internet services, and may include a right of entry for access to customer premises to complete connection work.
 - b. The contract includes the master service agreement approved by the City Attorney.
2. Any contract that the ~~Director of the Fiber Department~~ Municipal Fiber Manager is not authorized to approve must be approved pursuant to the remaining provisions of this chapter.

Closed Session

City Council will now enter Closed Session
per RCW 42.30.410(4)(b) collective bargaining topics

This session is expected to last 30 minutes
Council will return to adjourn the meeting

