Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

July 11, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Planning Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Approval of Claims in the amount of: $530,126.53
   b. Contract Agreement: Anacortes School District Facility Use
   c. Contract Award: WWTP Outfall Repair Permit Applications & Acquisitions

6. **Executive Session (2 Hours) per RCW 42.30.110 (b, c)**
   a. Potential Real Estate Transaction

7. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 18, 2016

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

July 18, 2016

•Resolution 1958: Adopting Emergency Operation Plan
•Resolution 1946: Setting Fire Protection LOS Standard and Budget/Revenue Allocation
•Ordinance 2982: Adopting 2016 Comprehensive Plan (Discussion/Possible Action)
•Tourism Promotion Planning Committee Strategic Plan Presentation (Discussion/Possible Action)
•Water Rights Seasonal Transfer Application (Discussion/Possible Action)

****

July 25, 2016

•Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
•Medical Marijuana Update (Discussion)
•Washington State Parks Clean Vessel Program Presentation by Al Wolslegel (Discussion)
•Fire Equipment Rental Fund - Non Fueled Equipment Policy (Discussion/Possible Action)
•Finance Update (Discussion)

****

August 1, 2016

•Update: Hazardous Materials Response and LOS for Anacortes

****

August 8, 2016

****

August 15, 2016

****

August 22, 2016

****

September 6, 2016

****

September 12, 2016

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Jul 11, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Finance, Wednesday, Jul 13, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Personnel, Monday, Jul 18, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Public Works, Monday, Jul 18, 2016, 5:00 PM, Public Works Director's Office
•Tourism Promotion and Strategic Planning, Thursday, Jul 21, 2016, 4:30 PM, Anacortes Public Library Meeting Room
•Planning, Monday, Jul 25, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Finance, Wednesday, Jul 27, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Public Works, Monday, Aug 1, 2016, 5:00 PM, Public Works Director's Office

****

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 July 11, 2016 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200740	2/2/2016	Order	04831	T-SHIRTS BY DESIGN	ANNUAL UNIFORMS: T-SHIRT, HATS AND	$1,418.10
205600	3/25/2016	11524	08728	COMPRESSED AIR SYSTEMS LLC	TEMPERATURE SENSOR AND INSTALLATION	$1,148.98
205643	4/1/2016	75313497	02243	RECORDED BOOKS LLC	SUBSCRIPTION TO EAUDIO BOOKS	$2,302.40
205574	5/12/2016	B330486	02405	SEBO'S DO-IT CENTER	FASTENERS	$7.68
205740	5/24/2016	110-6508822-0506654	08811	AMAZON.COM	Car Charger for APD Laptops	$142.56
205610	5/24/2016	116-9475119-4865864	08811	AMAZON.COM	TAPE, CLIPS AND SCISSORS	$39.11
204313	5/24/2016	689633	01421	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	$4,401.52
205796	5/26/2016	0354623	08811	AMAZON.COM	BROTHER LABEL TAPE, CELL HOSTERS	$58.45
205704	5/26/2016	5/26	02896	VISA	SUBSISTENCE FOR REFINERY SCHOOL	$23.47
205801	5/26/2016	5893050	08811	AMAZON.COM	CELL HOLSTERS	$13.98
205693	5/27/2016	1403185	03100	WOOD'S LOGGING SUPPLY	2 CHAINSAW CAPS	$33.18
205761	5/27/2016	6913820	08811	AMAZON.COM	STANLEY PRY BAR, TARPAULINS, CABLE	$312.83
204744	6/1/2016	0359 060 0965	06421	BEST BUY ADVANTAGE ACCOUNT	VIZIO E55-00 SMARTCAST TV (BELLINGHAM	$619.58
205467	6/1/2016	190-1840-00	00147	ANACORTES, CITY OF	UTILITY BILL FOR WWTP	$3,484.08
205698	6/1/2016	6/01/16	02342	SAFEWAY INC	PAPER CUPS, PLATES, LEMONADE FOR	$23.34
204745	6/1/2016	7004	06421	BEST BUY ADVANTAGE ACCOUNT	MYWIRELESSTV2 KIT FOR WWTP	$216.99
205720	6/1/2016	B332807	02405	SEBO'S DO-IT CENTER	IRRIGATION - STORVIK	$39.68
205738	6/2/2016	104-0481817-0141857	08811	AMAZON.COM	Ubiquiti Wifi System 3 pk - Council Chamber	$766.00
204692	6/2/2016	2541	09659	CHEMSAVERS	POTASSIUM IODIDE 99%	$368.58
205700	6/2/2016	A1113216	02405	SEBO'S DO-IT CENTER	WTP SUPPLIES	$31.97
204821	6/3/2016	5403640176	02813	UNITED STATES POSTAL SERVICE	POSTAGE	$7.35
205577	6/3/2016	A1113658	02405	SEBO'S DO-IT CENTER	PAINT CAN	$5.41
205585	6/4/2016	A1114301	02405	SEBO'S DO-IT CENTER	DISHWASHER DETERGENT	$10.83
205118	6/6/2016	22627	09242	US CRANE & HOIST INC	ANNUAL INSPECTION OF WTP CRANES	$2,929.50
205393	6/6/2016	22628	09242	US CRANE & HOIST INC	CONDUCT ANNUAL OSHA PREVENTATIVE	$1,253.18
205804	6/6/2016	Lorenzo	02896	VISA	FIRE CHIEF'S MEETING	$22.50
205109	6/7/2016	SO2316271	01057	GEMPLER'S INC	PICKUP TOOLS FOR WORK PARTY	$213.95
205620	6/8/2016	110-6905238-3521824	08811	AMAZON.COM	BATTERIES, C & 9V	$23.26

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205604	6/8/2016	200018631677	02192	PUGET SOUND ENERGY	1100 ST RT 20 ELECTRICITY	$10.16
205077	6/8/2016	SORD1436482	07456	CABLEORGANIZER.COM, INC - USA	CM20 STRAIGHT SECTION 12" X 4" X 24"	$28.62
205017	6/9/2016	106-4935856-0409033	08811	AMAZON.COM	INSULATED HEAT SHRINK BUTT CONNECTORS	$12.59
205382	6/10/2016	300000003909	02192	PUGET SOUND ENERGY	FERRY TERMINAL ENERGY BILL	$2,137.32
205586	6/10/2016	B333934	02405	SEBO'S DO-IT CENTER	TORX BIT, FASTENERS	$3.44
205742	6/11/2016	026091	09946	CASH & CARRY	Tea 3rd floor breakroom	$6.98
205589	6/12/2016	B334169	02405	SEBO'S DO-IT CENTER	GLUE	$12.47
205186	6/13/2016	106-3902051-2114668	08811	AMAZON.COM	AC ADAPTER CHARGER FOR SHOP	$14.99
205628	6/13/2016	114-4119469	04834	UNITED SITE SERVICES	WASHINGTON PARK UNITS-5/10-6/09/16	$98.22
205741	6/13/2016	2310550426	09012	GEOTRUST	True Business ID w/wildcard software-Engr	$1,248.00
205718	6/13/2016	A1117577	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES - STORVIK	$41.12
205617	6/14/2016	102-4939682-6797843	08811	AMAZON.COM	TRASH BAGS	$13.78
205616	6/14/2016	104-0287844-0377859	08811	AMAZON.COM	BATHROOM TISSUE	$44.39
205187	6/14/2016	106-6551023-7569825	08811	AMAZON.COM	LARGE LED CLOCK W/INDOOR TEMP	$74.11
205619	6/14/2016	112-3476956-0872269	08811	AMAZON.COM	SUGAR	$12.98
205611	6/14/2016	112-8952906-6243458	08811	AMAZON.COM	PAPER TOWELS	$23.29
205618	6/14/2016	114-9071784-9306660	08811	AMAZON.COM	CREAMER	$13.09
205375	6/14/2016	78472	00369	BLYTHE PLUMBING & HEATING INC	REPAIR OF CHILLER AT WWTP	$1,517.85
205719	6/14/2016	A1117946	02405	SEBO'S DO-IT CENTER	IRRIGATION - CEMETERY	$31.29
205615	6/15/2016	114-7143133-1481057	08811	AMAZON.COM	PAPER TOWELS	$45.78
205856	6/16/2016	0550059420	01941	HONEY BUCKET	MT. ERIE PORTABLE	$107.50
205271	6/16/2016	106-2670703-7664240	08811	AMAZON.COM	DIRECT BURIAL AUDIO CABLE	$390.41
205642	6/16/2016	5039112MB	01023	FRONTIER BUILDING SUPPLY	CRUSHED ROCK - WA PARK TRAILS	$125.20
205592	6/16/2016	A1119064	02405	SEBO'S DO-IT CENTER	FASTENERS	$1.14
205300	6/17/2016	W522422221	07231	HOME DEPOT	RECYCLING BAGS FOR ALL PARKS	$119.34
205789	6/19/2016	8819428	08811	AMAZON.COM	LEGAL PADS, WIRELESS MOUSE	$54.43
205593	6/19/2016	B334757	02405	SEBO'S DO-IT CENTER	LIGHT FIXTURE/BULBS - REPLACEMENT 29-2	$67.24
205710	6/20/2016	114-4148491	04834	UNITED SITE SERVICES	STORVIK PARK PORTABLE RESTROOMS-	$254.03
205665	6/20/2016	91760000009	00494	CASCADE NATURAL GAS CORP.	GAS SERVICE @ VOL. PARK	$15.57

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205722	6/21/2016	001-339607	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #303	$40.31
205351	6/21/2016	0512651	00932	FERGUSON ENTERPRISES, INC	5/8 X 3/4 SENSUS ACCUSTREAM METER -	$6,629.30
205433	6/21/2016	104276	07339	ELLIOTT TIRE & SERVICE INC	TIRES FOR SHOP STOCK	$1,479.37
205694	6/21/2016	122	10235	SIGNATURE TREE SERVICE	REMOVAL OF DEAD TREE @ STORVIK PARK	$108.50
205690	6/21/2016	2454284	02342	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	$216.22
205691	6/21/2016	289772	02549	SMILEY'S INC	STEEL - DEPOT BOLLARDS	$76.71
205353	6/21/2016	75905180	10088	GOTOCITRIX.COM	MONTHLY GOTOCITRIX PAYMENT	$53.17
205630	6/21/2016	BBB011995-BB05	02178	PROSTOCK ATHLETIC SUPPLY	BASKETBALL AND SOCCER BALLS	$1,434.37
205367	6/21/2016	Contract 7314	09740	DUMAS BAY CNTR	2016 WA STATE LIBRARY DIRECTORS MTG ROOM RENTAL	$66.60
205669	6/22/2016	001-339676	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #212	$39.11
205549	6/22/2016	0506477-1	00932	FERGUSON ENTERPRISES, INC	MXU'S, 14 YR. PRORATION WARRANTY	$2,782.66
205523	6/22/2016	0512649	00932	FERGUSON ENTERPRISES, INC	REGISTERS, ER-TRPL SR2 5/8"	$1,519.00
205633	6/22/2016	06/22/2016	02896	VISA	MEAL - WAMA CONFERENCE	$9.33
205635	6/22/2016	06/22/2016	02896	VISA	MEAL - WAMA CONFERENCE	$9.04
205695	6/22/2016	062216walgreens	09391	WALGREENS	SURVIVOR CAMP SUPPLIES	$35.76
205454	6/22/2016	0677956-001	00306	BAYSHORE OFFICE PRODUCTS	CITY HALL OFFICE FURNITURE	$916.86
205587	6/22/2016	13321	09617	FRONTLINE CLEANING SERVICES	JANITORIAL SERVICE FOR JUNE- OPERATIONS	$336.00
205679	6/22/2016	234080	01023	FRONTIER BUILDING SUPPLY	LUMBER, DRYWALL - PARADE FLOAT	$144.89
205666	6/22/2016	26003738221	00494	CASCADE NATURAL GAS CORP.	GAS SERVICE @ DEPOT	$45.20
205626	6/22/2016	52339	08975	RUNNING AWARDS	MEDALS FOR ART DASH	$993.86
205670	6/22/2016	53800000001	00494	CASCADE NATURAL GAS CORP.	NATRUAL GAS @ CEMETERY	$23.53
205456	6/22/2016	6/22/16 44040000000	00494	CASCADE NATURAL GAS CORP.	FIDALGO CENTER NATURAL GASS USAGE	$163.36
205667	6/22/2016	63800000000	00494	CASCADE NATURAL GAS CORP.	GAS SERVICE CEMETERY	$10.00
205854	6/22/2016	892678/1	00021	ACE HARDWARE	WASP & YELLOW JACKET FOAM	$6.34
205647	6/22/2016	94085079	10089	MIDWEST TAPE	DVDS	$43.38
205721	6/22/2016	A1120950	02405	SEBO'S DO-IT CENTER	FASTENERS - SHIP TRAIL	$8.15
205645	6/22/2016	A1121165	02405	SEBO'S DO-IT CENTER	BUSHING, PVC COUPLING - CEMETERY	$12.64

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205455	6/22/2016	JUN2016 79570000004	00494	CASCADE NATURAL GAS CORP.	CITY HALL NATURAL GAS USAGE INVOICE	$69.72
205612	6/22/2016	TT24N-W3A75-0N6	10191	VISTAPRINT	MAYOR MAGNET FOR 4TH OF JULY PARADE	$47.72
205732	6/23/2016	001-339891	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #11938	$22.77
205726	6/23/2016	001-339917	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #139A	$24.98
205614	6/23/2016	002-7097409-5095442	08811	AMAZON.COM	CERTIFICATES FOR THE 4TH OF JULY PARADE	$9.95
205859	6/23/2016	234252	01023	FRONTIER BUILDING SUPPLY	WOOD FOR FLOAT	$2.66
205442	6/23/2016	413280	08879	PARTY CITY	PARADE FLOAT SUPPLIES: FRINGE, TINS	$52.99
205441	6/23/2016	513200	02896	VISA	PARADE FLOAT SUPPLIES: FLAGS & BOWS	$7.60
205625	6/23/2016	8286	08552	LITTLE CAESARS PIZZA	PIZZA FOR KIDS NIGHT OUT	$56.37
205650	6/23/2016	847177814001	01962	OFFICE DEPOT	OFFICE SUPPLIES	$292.50
205651	6/23/2016	847178069001	01962	OFFICE DEPOT	OFFICE SUPPLIES	$25.17
205438	6/23/2016	A1121353	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR	$35.13
205725	6/24/2016	001-339943	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #013	$22.46
205723	6/24/2016	001-339995	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #221	$271.25
205758	6/24/2016	0259940-IN	06303	SIRCHIE FINGER PRINT LAB	PATROL; FINGERPRINTING SUPPLIES	$190.95
205702	6/24/2016	11886	02670	SUNLAND BARK & TOPSOILS	BARK - CAUSLAND FLOWER BEDS	$268.43
205536	6/24/2016	2016-100	01493	KIWANIS NOON CLUB OF ANACORTES	FLAGS	$215.70
205649	6/24/2016	5902834	00755	DEMCO	PROCESSING SUPPLIES	$297.25
205345	6/24/2016	7004	07231	HOME DEPOT	HDX 4-SHELF STEEL CORNER RACK	$97.26
205639	6/24/2016	9071393	02896	VISA	GASOLINE - WAMA CONFERENCE	$21.58
205636	6/24/2016	92445	02896	VISA	MEAL - WAMA CONFERENCE	$16.85
205638	6/24/2016	94454	02896	VISA	LODGING - WAMA CONFERENCE	$424.27
205646	6/24/2016	A1121820	02405	SEBO'S DO-IT CENTER	AERATOR - WA PARK	$4.03
205660	6/24/2016	B335283	02405	SEBO'S DO-IT CENTER	SPRAY PAINT - PARADE FLOAT	$12.75
204704	6/24/2016	BI-0309486	00317	BECKWITH & KUFFEL	GARDNER DENVER COMPRESSOR	$9,976.58
205575	6/25/2016	21218	02405	SEBO'S DO-IT CENTER	JUNE LAUNDRY	$769.54
205596	6/25/2016	21223	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	$297.29
205663	6/25/2016	C273242	02405	SEBO'S DO-IT CENTER	PRUNING SAW, SHOULDER HARNESS - ACFL	$68.00
205594	6/26/2016	A1122164	02405	SEBO'S DO-IT CENTER	DROP CLOTHES - SLURRY PROJECT	$20.79
205752	6/27/2016	001-10906	00697	CUMMINS INC.	PART FOR VEH #152	$133.10
205767	6/27/2016	1054728	09237	WASHINGTON TRACTOR	PART FOR VEH #708	$182.05
205751	6/27/2016	852574-0	09557	KEENEY'S	OFFICE SUPPLY ORDER - OPERATIONS	$247.98

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205561	6/27/2016	893058/1	00021	ACE HARDWARE	CITY HALL REPAIR ITEMS	$31.70
205648	6/27/2016	A1122772	02405	SEBO'S DO-IT CENTER	HINGE, HASP - DEPOT BOLLARDS	$26.16
205652	6/27/2016	A1122827	02405	SEBO'S DO-IT CENTER	SPRAY PAINT - DEPOT BOLLARDS	$44.16
205653	6/27/2016	A1122869	02405	SEBO'S DO-IT CENTER	SEALANT - PARADE FLOAT	$24.77
205654	6/27/2016	A1122948	02405	SEBO'S DO-IT CENTER	WASP KILLER	$8.50
205662	6/27/2016	BLD-2016-1374	00146	ANACORTES, CITY OF	GRADING PERMIT - VOL. PARK	$287.25
205629	6/27/2016	css-volleyball boost	04225	AHS VOLLEYBALL BOOSTER CLUB	SERVICES FOR YOUTH VOLLEYBALL CAMP W/	$765.23
205595	6/27/2016	WAANA83701	00939	FASTENAL CO	PART FOR STREET DEPT	$21.42
205535	6/28/2016	06/28/2016-1	07436	WILHOIT, STEVE	APPLIANCE REBATE PROGRAM - WASHING	$50.00
205539	6/28/2016	06/28/2016-2	07639	BLOCK, SUE	ENERGY APPLIANCE REBATE PROGRAM - TOILET	$50.00
205546	6/28/2016	06/28/2016-3	10186	WORST, DAVID	ENERGY APPLIANCE REBATE PROGRAM -	$50.00
205555	6/28/2016	06/28/2016-4	10228	BARBER, JULIE	ENERGY APPLIANCE REBATE PROGRAM - TOILET	$50.00
205743	6/28/2016	0678127-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES FOR OPERATIONS	$225.28
205641	6/28/2016	0678202-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES - CARNEGIE	$36.26
205564	6/28/2016	1658	04817	NW CLEANERS	CITY HALL / FIDALGO CENTER MAINTENANCE	$1,580.00
205521	6/28/2016	16711	09434	TRANSPORTATION SOLUTIONS INC	TRANS COMP PLAN 4/16/16-5/15/16	$4,950.00
205794	6/28/2016	206-020-3556-0826095	07909	FRONTIER	RADIO TONE LINE 1696	$62.73
205792	6/28/2016	206-188-1822-0627005	07909	FRONTIER	BUSINESS LINE/SUMMARY BILL	$404.23
205681	6/28/2016	234869	01023	FRONTIER BUILDING SUPPLY	BEADEX DRYWALL MUD - PARADE FLOAT	$28.41
205682	6/28/2016	234887	01023	FRONTIER BUILDING SUPPLY	BEADEX DRYWALL MUD - PARADE FLOAT	$28.41
205748	6/28/2016	24027	00156	ANACORTES PRINTING	SUPPLIES FOR SOLID WASTE	$81.38
205795	6/28/2016	253-004-9336-0614005	07909	FRONTIER	APD DS1 LINES	$357.65
205797	6/28/2016	253-006-0176-1214945	07909	FRONTIER	APD DS1 LINES	$369.18
205798	6/28/2016	253-009-1310-0919005	07909	FRONTIER	APD FRAME RELAY	$84.22
205799	6/28/2016	253-011-6037-1018005	07909	FRONTIER	APD VOICE GRADE CIRCUITS	$40.38
205800	6/28/2016	253-014-9093-0826095	07909	FRONTIER	RADIO TONE LINE 1683	$62.73
205802	6/28/2016	360-293-0161-0122995	07909	FRONTIER	STA 2 FAX	$65.64
205790	6/28/2016	360-293-0327-0122885	07909	FRONTIER	CITY MAIN PHONE	$2,489.20
205803	6/28/2016	360-293-3725-0501135	07909	FRONTIER	DEPOT TELEPHONE SERVICE	$55.83

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205806	6/28/2016	360-293-4224-1011005	07909	FRONTIER	FAX NUMBER BILL	$61.54
205808	6/28/2016	360-293-4900-0912865	07909	FRONTIER	APD BAC LINE	$74.86
205810	6/28/2016	360-293-6955-1009035	07909	FRONTIER	ELEVATOR PHONE	$67.11
205815	6/28/2016	360-293-9063-0926075	07909	FRONTIER	STA 3 TELEPHONE	$69.32
205816	6/28/2016	360-299-0953-1017915	07909	FRONTIER	PHONE SERVICE FOR WWTP	$382.25
205817	6/28/2016	360-299-2484-0726025	07909	FRONTIER	LIBRARY PHONE	$51.96
205791	6/28/2016	360-588-1422-0822015	07909	FRONTIER	APD BUSINESS LINE	$285.94
205705	6/28/2016	453	02466	SKAGIT COUNTY PUBLIC HEALTH &	1ST QTR. SENIOE SVC. CONTRACT 2016	$7,482.00
205634	6/28/2016	503	02374	SCHULTZ, WREN	PERFORMERS FOR EVENT - JULY 3	$360.00
205768	6/28/2016	893089-1	00021	ACE HARDWARE	PART FOR VEH #11954	$112.83
205831	6/28/2016	893097/1	00021	ACE HARDWARE	CABLE TIES FOR SOFTBALL FIELD	$2.38
205608	6/28/2016	A1123217	02405	SEBO'S DO-IT CENTER	FASTENERS - 4TH OF JULY PARADE	$1.12
205609	6/28/2016	A1123241	02405	SEBO'S DO-IT CENTER	FASTENERS	$0.28
205658	6/28/2016	A1123343	02405	SEBO'S DO-IT CENTER	SILICONE SEALANT	$12.76
205844	6/28/2016	B335818	02405	SEBO'S DO-IT CENTER	CORNER ROUNDS	$44.45
205707	6/28/2016	LTAC CHAMBER FERRY	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% FERRY REIMBURSE	$9,761.11
205537	6/28/2016	N02316	00763	DEPARTMENT OF HEALTH	REVIEW PILOT STUDY #14-0213	$944.00
205525	6/28/2016	Pay Application #1	02616	SRV CONSTRUCTION INC	EMERGENCY SEWER RECONSTRUCTION HENSLERS #2 & #3	$120,786.74
205524	6/28/2016	Pay Application #1	06115	C JOHNSON CONSTRUCTION INC	2016 AC WATERLINE REPLACEMENT	$89,471.88
205526	6/28/2016	Pay Application #2	02383	SCIMITAR CONSTRUCTION	OVERLAY INFRASTRUCTURE IMPROVEMENT	$91,313.98
205522	6/28/2016	SIN001698	09998	CARTEGRAPH	ASSET MGMT SYSTEM (MAY 2016)	$6,640.20
205581	6/29/2016	00004	09418	ZERVAS GROUP ARCHITECTS	WWTP REMODEL	$4,789.00
205724	6/29/2016	001-340458	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #145	$16.38
205659	6/29/2016	001-340462	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #601	$45.73
205576	6/29/2016	00280691-B	05880	HDR ENGINEERING INC	BLUE HERON RESERVOIR PROJECT	$17,044.27
205578	6/29/2016	00489117-H	05880	HDR ENGINEERING INC	WATER SYSTEM MODEL UPDATE	$1,038.19
205573	6/29/2016	0176195	00950	FIDALGO BAY COFFEE COMPANY	COFFEE - ENG	$93.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205588	6/29/2016	0678251-001	00306	BAYSHORE OFFICE PRODUCTS	PENCILS FOR STREET DEPT	$4.82
205812	6/29/2016	0678252-001	00306	BAYSHORE OFFICE PRODUCTS	RETURN OF CREDENZA LLR69376	$162.74
205584	6/29/2016	1050760	07181	BUILDERS EXCHANGE OF WA	POST ADS	$90.30
205583	6/29/2016	1412-T05	00369	BLYTHE PLUMBING & HEATING INC	HVAC INSPECTION - CITY HALL	$889.70
205838	6/29/2016	1472832	02519	SKAGIT PUBLISHING	AA-1472832 PUBLISH PC PUBLIC WORKSHOP DEV REGS	$67.66
205696	6/29/2016	160530	04831	T-SHIRTS BY DESIGN	WRESTLING CAMP T SHIRTS	$197.47
205680	6/29/2016	234964	01023	FRONTIER BUILDING SUPPLY	GALVANIZED SPIKES - ACFL	$159.53
205671	6/29/2016	235061	01023	FRONTIER BUILDING SUPPLY	LUMBER - PARADE FLOAT	$9.02
205582	6/29/2016	26383	07996	REICHHARDT & EBE ENGINEERING	S MARCH POINT RD DESIGN - MAY 2016	$4,694.25
205843	6/29/2016	47852/2	06246	H.B. JAEGER	2" WRENCH CLEANOUT AUGERS	$269.25
205571	6/29/2016	A1121149	02405	SEBO'S DO-IT CENTER	2016 WATERLINE PROJECT - INSERT ADAPTER	$14.84
205672	6/29/2016	A1123717	02405	SEBO'S DO-IT CENTER	PAINT - PARADE FLOAT	$40.13
205623	6/29/2016	Art Dash ad	09851	ACTIVE NETWORK LLC	ADVERTISING FOR ART DASH EVENT	$278.75
205572	6/29/2016	dtd 6/22/16	03931	AQUA-TERR SYSTEMS INC	3RD PARTY REVIEW HIDDEN SHORES	$500.00
205676	6/29/2016	F47516	02405	SEBO'S DO-IT CENTER	IRRIGATION	$6.55
205622	6/29/2016	IN-35206	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$1,798.43
205601	6/30/2016	06/30/2016	10233	VENDITTO, JAMES	ENERGY APPLIANCE REBATE	$50.00
205621	6/30/2016	0678310-001	00306	BAYSHORE OFFICE PRODUCTS	MAILING TUBE	$4.61
205606	6/30/2016	0678317-001	00306	BAYSHORE OFFICE PRODUCTS	BLADE, LABELS, PAPER	$20.37
205746	6/30/2016	0678348-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLY FOR OPERATIONS	$93.58
205598	6/30/2016	070116	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 7/1-7/15	$576.00
205602	6/30/2016	1024	09794	INDUSTRIOUS INDUSTRIES LLC	RENEWAL FEE FOR TWO YEARS OF DOMAIN	$37.40
205762	6/30/2016	1988668953	06718	ARAMARK	NYLON MATS CLEANED	$12.90
205745	6/30/2016	1988668962	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	$73.86
205661	6/30/2016	200000666863	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH STREET LED	$18.05
205657	6/30/2016	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH & M STREET LIGHT	$83.19
205613	6/30/2016	235159	01023	FRONTIER BUILDING SUPPLY	KILN DRIED DOUGLAS FIR FOR PICNIC TABLES	$201.25
205605	6/30/2016	2454290	02342	SAFEWAY INC	ICE FOR THE LAB	$112.54
205757	6/30/2016	623453	03768	SAN DIEGO POLICE EQUIP CO INC	PATROL SUPPLIES; AMMUNITION	$257.44
205818	6/30/2016	724898	08101	PUBLIC SURPLUS	PUBLIC SURPLUS AUCTION FEES - JUNE	$55.30
205603	6/30/2016	93273692	01816	MUNICIPAL RESEARCH &	WEBINAR LAND USE CASE LAW UPDATE 6-23-16	$35.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205656	6/30/2016	A1123994	02405	SEBO'S DO-IT CENTER	PARTS FOR STREET DEPT	$10.63
205673	6/30/2016	A1123998	02405	SEBO'S DO-IT CENTER	PAINT - PARADE FLOAT	$44.29
205674	6/30/2016	A1124160	02405	SEBO'S DO-IT CENTER	STAPLES - PARADE FLOAT	$4.78
205793	6/30/2016	CL49398	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JUNE	$18,225.40
205709	6/30/2016	LTAC Chamber VIC	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2ND Q 2016 VIC	$20,537.50
205764	7/1/2016	0188-473457	03816	CONSOLIDATED ELECTRICAL DIST	JCT BOX AND NUT FOR CITY SOLAR	$42.55
205747	7/1/2016	0678127-002	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLY FOR WATER DEPT	$9.21
205780	7/1/2016	0678372-001	00306	BAYSHORE OFFICE PRODUCTS	PRINTING OF JUST DO ONE THING CARDS FOR	$148.10
205847	7/1/2016	085274789	03123	XEROX CORPORATION	XEROX COLOR CUBE PRINTER USAGE	$177.70
205858	7/1/2016	160534	04831	T-SHIRTS BY DESIGN	SAFETY GRRN & ORANGE STAFF T SHIRTS	$97.65
205836	7/1/2016	200024889996	02192	PUGET SOUND ENERGY	INTAKE ELECTRICITY	$356.91
205716	7/1/2016	235371	01023	FRONTIER BUILDING SUPPLY	16' 2 X 4 KILN DRIED DOUGLAS FIR	$7.17
205841	7/1/2016	38116	09989	WAVE BUSINESS	FIBER LEASE WTP TO CITY HALL	$303.80
205692	7/1/2016	530	02141	PORT OF ANACORTES	DOCK RENTAL	$96.00
205688	7/1/2016	5538990	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	$1,686.87
205664	7/1/2016	905536	10230	CHEN, BRYAN	REFUND CANCELLED CAMPING RESERVATION	$55.00
205677	7/1/2016	907044	10232	FENTON, LENNY	REFUND CANCELLED CAMPING RESERVATION,	$75.00
205686	7/1/2016	907113	09666	MARTINEZ, STEPHANIE	REFUND CANCELLED CAMPING RESERVATION	$55.00
205689	7/1/2016	908311	10231	WARDWELL, ED	REFUND CANCELLED CAMPING RESERVATION	$10.00
205644	7/1/2016	A1120950	02405	SEBO'S DO-IT CENTER	FASTENERS - SHIP TRAIL	$8.15
205697	7/1/2016	A1124540	02405	SEBO'S DO-IT CENTER	CABLE TIES, STAPLE GUN, STAPLES	$41.50
205699	7/1/2016	A1124552	02405	SEBO'S DO-IT CENTER	SWIVEL SAFETY HASP - ROTARY KIOSK	$15.95
205701	7/1/2016	A1124590	02405	SEBO'S DO-IT CENTER	CABLE - ACFL	$68.38
205811	7/1/2016	C273415	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #11952	$72.89
205703	7/1/2016	css-7/3/16 event	09850	TOTTENHAM, PEARL	SERVICES RENDERED FOR CITY EVENT -	$75.00
205717	7/1/2016	KRBFinflatables	08979	BOUNCYHOUSE.COM	INFLATABLES GAMES FOR KIDS R BEST FEST	$1,564.03
205827	7/1/2016	MV140957	01801	MOTOR TRUCKS INC	PART FOR VEH #303	$103.86
205824	7/1/2016	MV140960	01801	MOTOR TRUCKS INC	PART FOR VEH #303	$80.41
205756	7/2/2016	00005W5A83276	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES	$14.25
205777	7/2/2016	5894	02144	PORT SUPPLY	WATER PUMP FOR BASKET WATERING	$185.49
205776	7/3/2016	893503/1	00021	ACE HARDWARE	CLEANING PRODUCTS FOR DEPOT	$16.56
205773	7/4/2016	808888	08818	REECE, STORMIE	JUNE CLEANING OF DEPOT - 25 HRS	$550.00
205851	7/5/2016	060116	09189	MAX DALES	WORKING LUNCH MEETING WITH COUNTY STAFF	$20.36

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
205770	7/5/2016	0678239-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES	$7.26
205775	7/5/2016	0678369-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES	$7.14
205772	7/5/2016	0678374-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES	$13.62
205759	7/5/2016	07/05/2016	10238	GRAF, JEFFERY	ENCROACHMENT REFUND, WAS A PRIVATE	$100.00
205753	7/5/2016	1039640679	10236	B & H PHOTO	MICRO PELICAN CASES FOR DRUG BOX	$64.45
205835	7/5/2016	116-6931803-5981025	08811	AMAZON.COM	BOOK FOR ERIC SHJARBACK	$28.33
205848	7/5/2016	1284	09986	SIGNDOG NW	SIGN INSTALLATION AT THOMPSON TRAIL	$625.00
205830	7/5/2016	15-077-TRN-001	06826	ASPHALT QUALITY SEALERS	RETAINAGE RELEASE	$25,895.90
205849	7/5/2016	151559-1	02023	PACIFIC PARTY CANOPIES INC	12 X 16 X 16 STAGE FOR KIDS R BEST FEST	$524.15
205755	7/5/2016	170	10237	KINDRED HYDRO, INC.	STORM INFILTRATION FEASIBILITY ASSESSMENT	$4,082.50
205763	7/5/2016	1716	07984	NORTHWEST CORROSION	CATHODIC PROTECTION SYSTEM	$5,088.44
205765	7/5/2016	21-23883	09030	PARAMETRIX INC	WWTP OUTFALL	$4,969.42
205853	7/5/2016	2281150573058	02141	PORT OF ANACORTES	STATE OF THE PORT LUNCH	$15.00
205826	7/5/2016	235592	01023	FRONTIER BUILDING SUPPLY	BOLTS, NUTS, WASHERS	$9.77
205786	7/5/2016	31585	08259	JAMAR TECHNOLOGIES, INC.	RADAR RECORDER BLUETOOTH UPGRADE	$798.35
205852	7/5/2016	8459737647	02141	PORT OF ANACORTES	WATERFRONT FESTIVAL DINNER TICKET	$45.00
205842	7/5/2016	9838	07173	LAND SURVEYORS ASSN OF WA	NSPS MEMBERSHIP	$200.00
205809	7/5/2016	A1125742	02405	SEBO'S DO-IT CENTER	REPLACEMENT BLADES	$51.05
205845	7/5/2016	June Visa Exec	09222	WASHINGTON STATE FERRIES	TRAINING, TRAVEL, SPECIAL EVENTS FOR MAYOR GERE	$38.90
205855	7/5/2016	parking	02566	SNOHOMISH COUNTY CISM	AWC CONFERENCE PARKING	$10.00
205833	7/5/2016	refund-Juliano	10241	JULIANO, AMBER	CANCELLATION OF SITES A21 & A22	$158.00
205766	7/5/2016	refund-yaschik	10239	YASCHIK, BARBARA	CANCELLATION OF SITE A26 FOR 7/8-7/12 -	$100.00
205857	7/5/2016	salish art ex meal	09140	GERE, LAURIE	MAYOR MEALS REIMBURSEMENT	$68.00
205850	7/5/2016	Sidney exchange lodg	02896	VISA	MAYOR LODGING FOR SALISH ART EXHIBIT IN SIDNEY BC	$160.37
205683	7/6/2016	160452	04831	T-SHIRTS BY DESIGN	PEE WEE SPORTS CAMP T-SHIRTS	$656.43
205684	7/6/2016	160453	04831	T-SHIRTS BY DESIGN	KIDS R BEST FESET STAFF T-SHIRTS	$330.93
205685	7/23/2016	160504	04831	T-SHIRTS BY DESIGN	VOLLEYBALL LEAGUE T-SHIRTS	$498.02
204501	5/25/2016	Veh licensing	00765	DEPARTMENT OF LICENSING	LICENSING VEHICLE #609	$182.00
205080	6/2/2016	2502084389	01232	HEWLETT PACKARD ENTERPRISE CO.	NETWORK SWITCHES	$8,699.51
205397	6/21/2016	A1120735	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	$6.55

Total **$530,126.53**

City Council Agenda Bill

Meeting Date: 7/11/2016 **Agenda Item**: 5b

Subject: Contractual Agreement with Anacortes School District

Staff Contact: Gary Robinson

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

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

Summary Statement: Agreement with the Anacortes School District on Facility Use.

Background: Agreement allows the City and School District to use facilities free of charge.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Briefly discussed at Parks Committee

Competing Viewpoints Considered: None

Recommended Motion: I move to approve the contract.

Alternative Actions:

Attachments (listed in order presented): Contract document

Contractual Agreement

THIS AGREEMENT is entered into this 1st day of April, 2016, by and between the City of Anacortes Parks & Recreation and the Anacortes School District No. 103, and shall be effective April 1, 2016.

WHEREAS, the public interests require the sponsorship and conduct of a recreation program for the benefit of the public and the benefit of the School District; and

WHEREAS, the parties hereto have agreed upon and formulated a plan for the conduct of a recreation program to be conducted by the Anacortes Park & Recreation Department upon facilities owned by the Anacortes School District No. 103;

NOW, THEREFORE, in consideration of mutual promises and agreements herein contained, the parties hereto promise and agree to and with each other as follows:

1. <u>The Anacortes Park & Recreation Department agrees to:</u>

A. Grant use of the City's facilities, i.e., parks, recreational facilities, and City buildings, free of charge to the Anacortes School District No. 103, if the activities are school sponsored and authorized by the Anacortes School Board, and to give said scheduled activities priority over other public or private agencies or groups scheduling activities providing the use is not in conflict with Anacortes Park & Recreation Department scheduled recreational program;

B. Provide, as available, heat, lights, custodial care, grounds care of the facilities used by the Anacortes School District. No. 103;

C. Provide for supervision of the Anacortes School District No. 103, facilities during the hours they are open for recreation programs scheduled through the Anacortes Park and Recreation Department.

D. Employ or contract for qualified personnel to supervise and instruct the activities in each recreational program;

E. Schedule the use of said Anacortes School District No. 103, facilities for recreational purposes;

F. Provide minor equipment necessary for the program; and to reimburse the Anacortes School District No. 103 for equipment damaged by program participants;

G. Provide storage space for program equipment;

H. Maintain a minimum liability insurance coverage of $1,000,000 and an umbrella extending to $3,000,000, as certified by insurance broker or carrier;

I. Provide replacement compensation to the Anacortes School District No. 103 for use of specialized equipment as agreed to in advance of each year.

2. The Anacortes School District No. 103 agrees to:

A. Grant the use of the recreation and athletic facilities of said school district, free of charge and to give scheduled Park & Recreation Department activities priority over other public or private agencies or groups scheduling activities; provided that the use does not conflict with the School District's scheduled educational or extracurricular programs. Conflicting dates may require temporarily rescheduling;

B. Provide as available, heat, and light of the facilities used by the Anacortes Park & Recreation Department except with the understanding that custodial costs per the current SEIU/ASD CBA) may be charged if custodial services are required;

C. Maintain a minimum liability insurance coverage of $1,000,000 and an umbrella extending to $3,000,000, as certified by the Washington Schools Risk Management Pool;

D. Provide storage space for program equipment;

E. Grant use of the auditorium to the Anacortes Park & Recreation Department, as per Section 2A, except with the understanding that incremental costs will be charged for the facility;

F. An effort will be made to provide adequate facilities during summer months for the Anacortes Park & Recreation Department, provided that maintenance and custodial projects are not adversely affected. Dates of use will be subject to mutual agreement between both parties;

G. Recognizing the need to consolidate activities for energy conservation or cost efficiency, it is the School District's intent to locate all activities at either the Anacortes High School or the Anacortes Middle School. Unusual program needs may allow for exceptions to this goal. Locations will be set, prior to finalizing program plans, at a joint meeting between the School District and Anacortes Park & Recreation Department. Locations for activities will be mutually agreed upon by both parties.

3. Term. The parties hereto agree that this Contract shall continue indefinitely and shall be automatically renewed April 1st of each calendar year unless either party provides written notice thirty (30) days prior to said renewal date of their intention not to renew. In addition, both parties shall review all costs required to be paid hereunder on or before April 1st each year.

4. Compliance with Laws. Each party shall comply with all applicable laws concerning the Property and the Facilities and the use thereof.

5. Indemnification. Since the City is solely responsible for maintenance of the property,the City shall protect, defend, indemnify, and hold the DISTRICT harmless from and against any claim for damage, injury cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the CITY, or its employees, volunteers, agents, contractors or sub-contractors, howsoever caused. The CITY shall be responsible for any damages sustained by its employees, volunteers, contractors or sub-agents to District fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the District. The terms of this Indemnification Clause shall survive the Termination of this Agreement for all matters arising during the term of the Agreement.

6. Independent Status of the City and the District. The parties to this Agreement, in the performance of work pursuant to this Agreement, will be acting in their individual capacities and not as agents, employees, volunteers, partners, joint ventures, or associates of one another. The employees, volunteer, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever.

7. Insurance Requirements. The City and any contractor hired by the City to perform work on any project or provide services for any part of a project shall obtain insurance coverage at that party's or contractor's sole cost, which shall be maintained in full force and effect during the term of this Agreement. The City shall list the District as an additional insured on their policy and maintain minimum coverage consistent with the City's current levels of insurance for recreational properties and general liability. The City's membership in Washington Cities Insurance Authority shall meet the terms set forth in this Section of the parties' Agreement.

8. Notices. All notices or requests required or permitted under this Agreement shall be in writing; shall be personally delivered, delivered by a reputable express delivery service such as Federal Express or UPS, or sent by certified

mail, return receipt requested, postage prepaid, and shall be deemed given upon receipt or refusal. All notices or requests shall be sent as follows:

The District: ______________________
____
____
____

The City: ______________________
____
____
____

Either party may change the address to which notices shall be sent by notice to the other party.

9. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

10. Waiver. No officer, employee, or agent of either party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by either party shall be held to be a waiver of any other or subsequent breach. Failure of either party to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

11. Integration. This Agreement contains all of the terms and conditions agreed upon by the parties concerning the Property and the Facilities, and the maintenance and operation thereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of either party to execute this Agreement.

IN WITNESS WHEREOF, the City of Anacortes and the Anacortes School District No. 103 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

Dated as of the date first written above.

CITY OF ANACORTES

By: ______________________________
Mayor

Attest: ______________________________
City Clerk

Approved as to form:

____
Darcy J. Swetnam, WSBA #40530
Assistant City attorney

ANACORTES SCHOOL DISTRICT 103

By: ______________________________
School Board President

Attest: ______________________________
Superintendent

Approved as to form:

Anacortes School District 103
School Board Approved

____

MAY 26 2016

City Council Agenda Bill

Meeting Date: 7/11/2016 **Agenda Item**: 5c

Subject: Contract Award to Widener & Associates to Produce all Environmental Permits Necessary to Construct the Wastewater Outfall Repair

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1960
X	Contract
	Public Hearing
	Staff Report

Summary Statement: The City seeks City Council consent to issue a contract to Widener & Associates in the amount of $63,632.80. Services include consultation during the City's process to finalize the preferred engineering design for the WWTP Outfall repair and prepare/process all necessary environmental permits to support the design.

Background: Widener & Associates has successfully performed these services for the City on other public work projects. Selection of this consultant is in accord with Resolution 1960 which was passed by City Council on May 23, 2016.

Budget Impact	
Amount Budgeted	$275,000
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	$63,632.80
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Widener & Associates
Amount	$63,632.80
Start Date	Inception
End Date	January 31, 2017

Previous Council/Committee Action: During a May 23, 2016 City Council Meeting, Council approved Resolution 1960.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to award a contract to Widener & Associates in the amount of $63,632.80 for the services described above.

Alternative Actions: N/A

Attachments (listed in order presented): Contract; Resolution 1960

CONTRACT 13-020-SEW-005
Between
THE CITY OF ANACORTES
AND
WIDENER & ASSOCIATES

WASTEWATER TREATMENT PLANT OUTFALL REPAIR
PERMIT APPLICATIONS & PERMIT ACQUISITIONS

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Widener & Associates, hereinafter referred to as the "Consultant";

WHEREAS, the City requires engineering services of the Consultant;

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide services as described in Exhibit A which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of Assistant Director of Public Works, Matt Reynolds, who may be reached at (360) 299-1951 or mattr@cityofanacortes.org.

2. **Price.** The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Sixty-Three Thousand Six Hundred Thirty-Two Dollars and Eighty Cents ($63,632.80)**. The estimated level of effort is 586 hours. The billable rates for services provided shall be in accordance with Article 4 Payment Terms.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2016. Inception is defined as the date the Agreement is fully-executed.

4. **Payment Terms**. Progress payments shall be based upon the rate information set forth below:

Labor Category	Billable Rate
Project Manager	$154.00
Project Biologist	$ 86.80

Other direct costs shall be invoiced at actual costs with zero markup. Sub-consultant work shall be invoiced at costs. The Consultant shall submit invoices for payment no more frequently than monthly and allow 30 calendar days from receipt of the invoice for payment.

5. **Subcontracts**. The Consultant shall give notice reasonably in advance of placing any subcontract; preferably the Consultant shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-consultant to furnish supplies or services for performance of the prime Consultant or a Sub-consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed Sub-consultant, (iv) proposed subcontract price.

Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

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

The Consultant shall give immediate written notice per Clause 27 Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any Sub-consultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this contract, with respect to which the Consultant may be entitled to reimbursement from the City.

6. **Invoicing.** Each invoice shall include:

All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. Invoices shall include actual hours worked by Period, by Labor Category.

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

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

8. **Defense and Indemnity Agreement.** The Consultant shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

9. **General and Professional Liability Insurance**.

A. Insurance Term

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

B. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with 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 Consultant from the City.

J. City Full Availability of Consultant Limits

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

10. **Registered or Licensed Consultant.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, the City will require persons doing business with the City to possess a business license.

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

12. **Standard of Care**. The Consultant warrants that Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. The City's remedy shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

13. **Discrimination Prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or physical handicap.

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

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

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

and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience**
The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

17. **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.

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

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

20. **Disputes**

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

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

C. Detailed Claim

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

D. **Dispute Resolution**

In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

22. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

23. **Venue and Choice of Law.** In the event that any litigation should arise concerning the services under this Agreement, interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

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

25. **Survival of Contract Termination**. The articles relating to Indemnification, Data Rights, Proprietary Information, Governing Law, and Venue and Choice of Law shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

26. **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.

27. **Notices**. Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes
Attention: Denise Van Wyck
Contract/Grant Administrator
904 6th Street
PO BOX 547
Anacortes, WA 98221
denisev@cityofanacortes.org

Notices to the Consultant shall be sent to the following address:

Widener & Associates
Ross Widener
10108 32nd Avenue W, Suite D
Everett, WA 98204
rwidener@prodiy.net

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES	**WIDENER & ASSOCIATES**
By ______________________	By ______________________
Laurie Gere, Mayor	Title ______________________
Date ______________________	Date ______________________

CITY OF ANACORTES
WWTP OUTFALL REPAIR
CONTRACT 13-020-SEW-005
EXHIBIT A
SCOPE OF WORK

General Description of Services

The consultant shall attend project coordination meetings on the project and assist the City with developing a preferred alternative that meets the purpose and need for the project and meets the permit requirements.

Biological Assessment (BA)

The Consultant shall prepare a BA for the preferred alternative in accordance with USACE guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.

2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.

3. Conduct a field reconnaissance to investigate on-site habitat conditions.

4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.

5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.

6. Provide the draft BA to the City for review and approval.

7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.

8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.

9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and USACE to jointly discuss the recommendations.

10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Consultant shall submit the following deliverable(s):

- Three copies of a draft BA for City review with accompanying draft special provisions if required.
- Three copies of a draft BA, incorporating the City's comments, for submittal to USACE.
- Three copies of a revised draft BA, incorporating comments by USACE, for submittal to NOAA Fisheries and USFWS.
- Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

Permits

Consultant will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include:

1. JARPA
2. USACE Section 404 Permit
3. Ecology Section 401 Water Quality Certification
4. WDFW Hydraulic Project Approval

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant shall also provide a draft transmittal letter for submittal of the application by the City. Draft applications, including supporting information, shall be submitted to the City for review and comment. Revised permit applications shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination so that the City obtains the permits.

SEPA and Local Permit Documentation

The Consultant will prepare a SEPA and local permit package for review by the City planning department. It is anticipated the project will be exempt from individual permitting process. This task will produce the required documentation to support the exemptions from Shorelines SEPA critical areas permitting.

The Consultant shall submit the following Deliverable(s):

- Draft SEPA and local agency permitting package for City review
- Final SEPA and local agency permitting package, incorporating the City's comments, for submittal to City planning.

RESOLUTION NO. 1960

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, Washington relating to public works; authorizing the reconstruction and improvement of the City Wastewater Treatment Plant Outfall without following competitive bidding requirements in awarding the contract.

WHEREAS, the City is planning to replace a portion of the Wastewater Treatment Plant outfall pipe, by which treated effluent is discharged into the Guemes Channel. The pipe to be replaced is located on wood pilings under approximately ten feet of backfill and located under water in a marine environment that is tidally influenced and adjacent to active shipping lanes and an active shipping facility. The exact condition of the pipe cannot be determined until construction begins; and

WHEREAS, Section 70.95A.090 of the Revised Code of Washington provides a broad competitive bidding exemption for pollution control facilities improved by Cities; and

WHEREAS, Section 70.95A.020 defines pollution as "any form of environmental pollution, including but not limited to water pollution, air pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution,"; and

WHEREAS, Section 70.95A.020 defines pollution control facility to include "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof, or any interest therein...to be used...in furtherance of the purpose of abating, controlling, or preventing pollution,"; and

WHEREAS, the City desires to use its sole discretion to select a contractor with the specific skills and qualifications to complete the project due to the unknown condition of the existing outfall and supports, the complexity of the marine environment, and the technical difficulties of the project, which is inconsistent with the competitive bidding requirements under Washington law.

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

1. The City Wastewater Treatment Plant and its related equipment, including the outfall to be improved with the Wastewater Treatment Plant outfall replacement project, are consistent with the definition of a pollution control facility in Section 70.95A.020 RCW.
2. The exemption from competitive bidding requirements for pollution control facilities provided by Section 70.95A.090 RCW applies to the improvement of the Wastewater Treatment Plant outfall replacement project.

3. The technical challenges of the project, unknown condition of the existing structure, and the complexity of the marine environment in which the work will take place require specific skills and qualifications for the contractor to complete the project.
4. Therefore the City Council of the City of Anacortes, Washington hereby waives competitive bidding requirements for awarding the contract in the Wastewater Treatment Plant outfall replacement project.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 23rd day of May, 2016.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 18, 2016

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

July 18, 2016

•Resolution 1958: Adopting Emergency Operation Plan
•Resolution 1946: Setting Fire Protection LOS Standard and Budget/Revenue Allocation
•Ordinance 2982: Adopting 2016 Comprehensive Plan (Discussion/Possible Action)
•Tourism Promotion Planning Committee Strategic Plan Presentation (Discussion/Possible Action)
•Water Rights Seasonal Transfer Application (Discussion/Possible Action)

****

July 25, 2016

•Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
•Medical Marijuana Update (Discussion)
•Washington State Parks Clean Vessel Program Presentation by Al Wolslegel (Discussion)
•Fire Equipment Rental Fund - Non Fueled Equipment Policy (Discussion/Possible Action)
•Finance Update (Discussion)

****

August 1, 2016

•Update: Hazardous Materials Response and LOS for Anacortes

****

August 8, 2016

****

August 15, 2016

****

August 22, 2016

****

September 6, 2016

****

September 12, 2016

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Jul 11, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Finance, Wednesday, Jul 13, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Personnel, Monday, Jul 18, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Public Works, Monday, Jul 18, 2016, 5:00 PM, Public Works Director's Office
•Tourism Promotion and Strategic Planning, Thursday, Jul 21, 2016, 4:30 PM, Anacortes Public Library Meeting Room
•Planning, Monday, Jul 25, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
•Finance, Wednesday, Jul 27, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Public Works, Monday, Aug 1, 2016, 5:00 PM, Public Works Director's Office

****