



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

April 18, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee
 - b. Public Safety Committee
 - c. Public Works Committee
 - d. Proclamation: Arbor Day
4. **Public Comment**

This time on the agenda is an opportunity for anyone to speak to the City Council about any topic except items already scheduled on 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.*
5. **Consent Agenda (Action)**
 - a. Minutes of April 4, 2016 and April 11, 2016
 - b. Approval of Claims in the amount of \$502,772.51
 - c. Resolutions 1953, 1954 and 1955 Setting Public Hearing Dates for Three (3) Vacations Adjacent to GEMS Property (Jeretzky, Allen, Rockwood)
 - d. Accept as Complete: 2015 "U" District Sanitary Sewer Line Rehabilitation (15-042-SEW-003)
 - e. Findings of Fact, Conclusions of Law and Decision: Appeal of 5-Lot Replat, PUD, Code Modifications, ROW Vacation & Dedication - PUD-2015-0002
6. **Public Hearings**
7. **Other Business**
 - a. Contract Award: Blue Heron Circle 3M Reservoir - Preliminary Design (Action)
 - b. Contract Award: 2016 Pavement Overlay (Action)
 - c. * Community Development Block Grant (CDBG): Review and Approve 2016/2017 Action Plan (Action)
 - d. 2016 Comprehensive Plan Update - Parks & Recreation; Environment & Conservation; Capital Facilities; Utilities (Discussion)
8. **Adjournment**



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 25, 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.

April 25, 2016

- Open Streets 2016 Presentation, Update, and Discussion
- Oakes Avenue 30 MPH Discussion

May 2, 2016

- Ordinance 2974: Minnesota Avenue ROW Vacation (Discussion/Possible Action)
- Final Plat Approval: Leeward Landing PUD, PUD-2014-0001 (Discussion/Possible Action)

May 9, 2016

- Historic Preservation Board Update

May 16, 2016

- Public Hearing: 2016 Comprehensive Plan Update
- Public Hearing: Jeretzky, Allen and Rockwood Right of Way Vacations

May 23, 2016

Special Meeting: Community Budget Open House, City Council Chambers, Prior to Regular Meeting

- Skagit Community Action Update
- Marine Tech Schools Update
- 2016 Comprehensive Plan Discussion - Review of Final Plan; Adopting Ordinance Review

Tuesday, May 24, 2016

Special Meeting: City Council Budget Planning Session

June 6, 2016

- Possible Title 6 Updates Discussion

June 13, 2016

- WSDOT 2017 SR 20 Spur Overlay Project Presentation and Discussion

June 20, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Apr 18, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Public Safety, Monday, Apr 18, 2016, 4:00 AM, Main Floor Conference Room (Parks Office)
- CANCELLED: Tourism Promotion & Strategic Planning , Thursday, Apr 21, 2016, 4:30 PM, Anacortes Public Library
- Planning, Monday, Apr 25, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Apr 27, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, May 2, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Housing Affordability & Community Services, Thursday, May 5, 2016, 1:30 PM, Main Floor Conference Room (Parks Office)
- Planning, Monday, May 9, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, May 11, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue



ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547
LAURIE GERE, MAYOR

PH (360) 299-1950
FAX (360) 293-1938

E-MAIL: laurieg@cityofanacortes.org

CITY OF ANACORTES PROCLAMATION

Arbor Day – April 26, 2016

WHEREAS, arbor means “tree” in Latin, Arbor Day is a special day that has been set aside for planting and caring for trees; and

WHEREAS, this year marks the 144th anniversary of Arbor Day, which was first celebrated by J. Sterling Morrison to encourage his fellow Nebraskans to plant trees to beautify and enrich their state; and

WHEREAS, all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry and reforestation; and

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the fifteenth consecutive year; and

WHEREAS, the tree planting this year will be held at Causland Memorial Park to help replace trees we have lost to storm damage.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Ryan Walters, Mayor Pro Tem of the City of Anacortes, do hereby proclaim Thursday, April 26, 2016 as our celebration of

ARBOR DAY

in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

Dated this 18th day of April 2016.

Ryan Walters, Mayor Pro Tem

ICS/NIMS Training Compliance:

The purpose of this memo is to establish the training requirements for city staff to successfully operate under the Incident Command System (ICS) Policy and the National Incident Management System (NIMS).

It is the policy of the City of Anacortes to utilize NIMS/ICS in order to effectively manage personnel and resources when responding to a wide range of emergency incidents. All City Staff members whose job duties may include a role in emergency management or incident response shall be appropriately trained to the NIMS standards to improve all-hazards capabilities nationwide.

All City Departments have personnel with job duties/responsibilities that include a direct role in emergency management or incident response must complete the Federal Emergency Management Agency (FEMA) NIMS IS-700 course and ICS 100, are available online and can be accessed from: <http://training.fema.gov/EMIWeb/is/ICSResource/TrainingMaterials.htm>. See chart below for personnel classification and the training courses that have determined that you are required to complete in 2016.

Additional training is available on an as-needed basis, depending on the regional role of the Department or the role of a member within the Department has been classified and is as follows:

- (a) First Responders and disaster workers and All Public Works personnel are classified and shall complete the following online training courses:
 - a. ICS-100 Introduction to the Incident Command System
 - b. IS-700 NIMS, an Introduction
- (b) First Line Supervisors shall complete the following online training courses:
 - a. ICS-100 Introduction to the Incident Command System
 - b. ICS-200 ICS for Single Resources and Initial Action Incidents
 - c. IS-700 NIMS, an Introduction
- (c) Middle Managers shall complete the following online training courses:
 - a. ICS-100 Introduction to the Incident Command System
 - b. ICS-200 ICS for Single Resources and Initial Action Incidents
 - c. IS-700 NIMS, an Introduction
 - d. IS-800 National Response Framework (NRF), an Introduction
 - e. ***ICS 300 16 Hours Classroom – 8am-5pm, May 19 & 20, 2016**

***The City of Anacortes is providing ICS 300 2-day Training IN HOUSE May 19 & 20 in the Council Chambers. All online courses are a prerequisite prior to taking the ICS 300.**

- (d) All EOC Personnel, Department Heads, and certain city personnel shall complete the following online training courses prior to enrolling and completing ICS 300 and 400 classroom-training courses:
 - a. ICS-100 Introduction to the Incident Command System
 - b. ICS-200 ICS for Single Resources and Initial Action Incidents
 - c. IS-700 NIMS, an Introduction
 - d. IS-800 National Response Framework (NRF), an Introduction
 - e. ICS 300 16 Hours Classroom and
 - f. ICS-400 16 Hours Classroom

TRAINING RECORDS – Email a copy of your certificate of completion to Cherri Kahns cherri@cityofanacortes.org to enter information in the database and given to human resources for filing in your personal record.

TRAINING REQUIREMENTS BASED ON RESPONSIBILITY					
	First Responders and disaster workers	First Line Supervisors	Middle Managers	EOC Personnel - Command and General Staff Members	How to Achieve
IS-700.a					Online
IS-100.b					Online
IS-200.b					Online
IS-800.b					Online
IS-300					16 Hrs
IS-400					16 Hrs

LINKS TO ONLINE TRAINING

All courses that are available on-line and can be accessed from:

<http://training.fema.gov/EMIWeb/is/ICSResource/TrainingMaterials.htm>

<http://www.training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-700.a>

<http://www.training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-100.b>

<http://www.training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-200.b>

<http://www.training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=IS-800.b>

Why would Washington State Ferries choose
Centerplate Inc.

Over a locally owned business

Cheesecake Café llc?

Please help me be heard Call, Write ask why?

Roger Millar Secretary of Transportation

MILLAR@wsdot.wa.gov

360 705-7054

Lynn Griffith Asst. Secretary for WSF

GRIFFIL@wsdot.wa.gov

206 515-3401

Tim McGuigan Director of contracts and legal services

MCGUIGAN@wsdot.wa.gov

206 515-3601

Kristina Arsenault 206 264-3551

ArsenaK@wsdot.wa.gov

Ian Sterling WSF Communications

STERIAN@wsdot.wa.gov

206 714-1556

Why would Washington State Ferries choose Centerplate Inc.

**A large Corporation with headquarters in Connecticut with 30,000 employees, known
for coming into an environment where there is no competition and a captive
customer base and over charge for their less than average food.**

**If you have eaten at Safeco Field or Tacoma Dome then you know what I'm talking
about.**

**Centerplate has had numerous class action lawsuits against them for how they treat
their employees.**

Willams vs Centerplate, Inc Aug 2013

Michael Hiltzik; The truth about football stadiums: Those supposed great new jobs are bogus.

Advisory on employment practices by Olympus Partners portfolio companies.

Megan Leonhardt: Concession workers sue Centerplate over wages, breaks.

Gabriel Thompson; I sold concessions at the super bowl. Now I'm suing

Don Muret; Devils end Centerplate concessions contract.

Daniel Roberts; Will a dog abuse scandal sink stadium caterer Centerplate?

Over a locally owned business Cheesecake Café LLC??

**I have been in business in Anacortes for 19 years for past 12 years I have been
providing food service at the WSF Anacortes Terminal. My current contract is up and I
have been working under a RFP process for several months to try to obtain a second
contract. On March 28 WSF announced that all 5 of the food service contracts were
given to Centerplate.**

So I am left asking myself...

How did Centerplate Inc. convince WSF that they could do better than me?

We CAN'T keep choosing big business over locally owned and operated business.

The richest 1% of the U.S. population own a third of the U.S. net worth.

**PLEASE HELP ME BE HEARD CALL, WRITE, EMAIL
ASK WHY?**

Cheesecake Café LLC dba Terminal Buzz San Juan Souvenir Shop

2100 Ferry Terminal Road. Anacortes Wa 98221

Owner Margie Aipopo 360 391-8104

10 year round employees, 30 during the summer months.
employee lots of young high school and college kids during the summer months. I
give lots of young adults their first jobs. Both my daughters were raised in this
business. The kindergarten bus would drop my youngest daughter at my business in
town.

Some of my employee have touched my heart for life.

This Business started in Anacortes Wa in 1995.

I have successful run the concessions at the WSF Anacortes Terminal for the past 12
years. When WSF management had site visits they were always happy and impressed
with my operation. The 12 years of sales growth shows my eye for details and
consent adjustments.

Speak up is this what we want on our Washington State Ferries, over priced stadium food?

Contacting Washington State Ferries

Ferry Information:

Statewide:

- Dial 5-1-1
- 1-888-808-7977 📞
- 1-800-843-3779 📞

Out of State: 206-464-6400 📞

Seattle: 206-464-6400 📞

By email: wsfinfo@wsdot.wa.gov

Vehicle reservations are available by phone 7 days a
week between the hours of 5:00am until 8:15pm.

- **Seattle:** 206-464-6400 📞
- **Statewide:** 1-888-808-7977 📞 (WA & B.C.)
- **Out of State:** 206-464-6400 📞 (WA & B.C.)

Find answers to your questions
Brochure Request
Customer Feedback Form

Lose something on a ferry?

Call 206-515-3439 📞
WSFInfoBooth@wsdot.wa.gov

Our mailing address:

Washington State Ferries
2901 Third Avenue Suite 500
Seattle WA 98121-3014

Business Number: 206-515-3400 📞

Disabled Person Information

This material can be made available in an alternate format by emailing the WSDOT Office of Equal
Opportunity at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf
or hard of hearing may make a request by calling the Washington State Relay at 711.

Centerplate

From Wikipedia, the free encyclopedia

Centerplate, Inc. is a food and beverage corporation serving entertainment venues in North America, and the UK.^[3]

Centerplate was formerly known as Volume Services America, Inc., and was originally a division of Canteen corp] In 1995, it was sold to Flagstar, which was controlled by private equity firm, Kohlberg Kravis Roberts (KKR), sold Volume Services to The Blackstone Group.^[4] Volume Services changed its name to Centerplate in 2004, when the company completed an IPO. In 2009, Centerplate again became a private company following its merger with an affiliate of Kohlberg & Company. In 2012, Centerplate was acquired by a consortium of investors including members of the current management team as well as private equity firm Olympus Partners, who continue to own the Company.^[5]

Centerplate, Inc.

Type	Private
Industry	Hospitality, Concessions
Headquarters	Stamford, CT ^[1] , USA
Key people	Chris Verros, President and CEO
Owner	Olympus Partners
Number of employees	30,000 ^[2]
Website	www.centerplate.com (http://www.centerplate.com)

Venue Partners

Centerplate provides services to various venues in the United States, Canada and the United Kingdom, including arenas, cinemas, convention centers, resorts, restaurants, zoos and aquariums. ^[6]

References

1. http://www.centerplate.com/contact-us/
2. "Company Profile for Centerplate Inc (CVP)". Retrieved 2008-10-14.
3. Centerplate UK venues (http://www.centerplate.co.uk/client-venues)
4. FLAGSTAR AGREES TO SELL ITS STADIUM FOODS UNIT (http://query.nytimes.com/gst/fullpage.html?res=940CE7DB1139F933A05752C1A963958260). New York Times, November 30, 1995
5. Centerplate Finalizes Management Led Buyout & Agreement with Olympus Partners (http://www.kohlberg.com/ViewDocument.aspx?f=PYYT_Centerplate%20-%20Liquidity%20-%20Sale.pdf).
6. http://centerplate.com/venue-partners/

External links

- Official site (http://www.centerplate.com)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Centerplate&oldid=702283295"

Categories: Catering and food service companies of the United States



Washington State
Department of Transportation

New cruising cuisine choices ahead for Washington State Ferries passengers

Date: Tuesday, March 29, 2016

Contact: Ian Sterling, WSF communications, 206-714-1556

SEATTLE – When it came time for Washington State Ferries to put its vending, galley-service and other retail-concession contracts out to bid, the organization put the customer experience at the center of its request for proposals. On Monday, March 28, WSF chose hospitality-and-retail company Centerplate following a competitive-proposal process involving eight firms that provide various services.

"Our customers see ferries as more than transit," said WSF Community Services and Planning Director Kristina Arsenault. "Our system's vessels and terminals are valued community gathering places, and the food, drink and spaces should reflect that. Centerplate's proposal offers spaces and products that reflect the unique local character of our region to commuters and tourists alike."

WSF chose Centerplate for its ability to expand service, offer a variety of local food brands and improve reliability across all 10 of WSF's ferry routes. The company's contract is for the system-wide galley service; system-wide vending; the Anacortes Ferry Terminal café; and the Seattle and Anacortes Ferry Terminal news, convenience and book stores. Centerplate's proposal outlines the following features:

- Consistent hours of service across the system, with additional service in the San Juan Islands.
- Creative, fresh and healthful product offerings, including local brands such as Hempler's beef and ham, Uli's sausage, Beecher's cheese, and Stimson Estate Cellars wine.
- Creative concepts for using existing spaces, such as opening additional coffee and beer kiosks on the Jumbo Mark II class ferries.
- Promotions and incentives, such as commuter-reward programs.

Centerplate brings more than 23 years of experience of providing concessions in a maritime environment for The Steamship Authority in Massachusetts. The company also operates concessions at Safeco Field; Tacoma Dome; and other public venues in Spokane, Yakima, Portland and Vancouver, BC.

WSF expects the transition from existing concessionaires to Centerplate for the selected services to be complete by mid-June. Proposal evaluation for food-and-beverage services at the Seattle Ferry Terminal will be completed soon.

G+1 0

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**Washington State
Department of Transportation**

WSDOT Ferries Division (WSF)
2901 - Third Avenue, Suite 500
Seattle, WA 98121-3014

206-515-3400
TTY: 1-800-833-6388
www.wsdot.wa.gov/ferries

Lynne Griffith
Assistant Secretary for
Washington State Ferries

March 28, 2016

Margie Aipopo, Owner
CHEESECAKE CAFÉ, LLC
2100 Ferry Terminal Road
Anacortes, WA 98221

**Re: Food, Beverage and Retail
Concession Contracts**

NON - SELECTION NOTICE

Dear Margie:

Thank you for Cheesecake Café LLC's proposal for Washington State Ferries' (WSF's) Food, Beverage and Retail Concession Contracts. WSF appreciates your interest in management and operation of food service in response to the project Request for Proposals (RFP).

Having completed the proposal evaluations, WSF hereby notifies Cheesecake Café LLC ("Cheesecake Café") that it is an unsuccessful proposer for service Segments 2 and 3, as detailed below.

WSF has selected Volume Services, Inc. dba Centerplate ("Centerplate") as the apparent successful proposer for the following Contracts, pursuant to the evaluation and selection process specified in the RFP: (i) Segment 1, On-board Food, Beverage and Retail; (ii) Segment 2, On-shore Food and Beverage - Anacortes Ferry Terminal only for this phase of evaluation; (iii) Segment 3, News, Books & Convenience - Seattle Ferry Terminal; (iv) Segment 3, News, Books & Convenience - Anacortes Ferry Terminal; and (v) Segment 4, Vending.

Centerplate ranked 1st among the proposals submitted for the service Segments 1, 2 (Anacortes Ferry Terminal only at this time), 3 and 4. A summary of the proposal rankings is attached hereto. Please note that WSF has not yet completed its proposal evaluations for service Segment 2 at the Seattle Ferry Terminal. WSF will advise all proposers of the selection status for such concession services in the immediate future.

G:\RFP\FY2016\FB&R
NON-SELECTION\
CHEESECAKE CAFE\001



Margie Aipopo
Cheesecake Cafe, LLC
March 28, 2016

Page 2

All of the proposers per service Segment were identified as finalist proposers after initial proposal evaluations. All of the finalist proposers in the respective service Segments demonstrated a high degree of expertise in the management and operation of such concession services. WSF subsequently invited all of the finalist proposers to participate in oral presentations. WSF then conducted final proposal evaluation.

Pursuant to the RFP Proposal Evaluation document, for proposals that WSF deems to be finalist proposals, selection of the successful proposer is based on which proposal is the most advantageous to WSF, per service Segment, considering all of the Evaluation Factors set forth in the RFP. WSF deems that Centerplate submitted the most advantageous proposal for the Contracts for Segments 1, 2 (Anacortes Terminal only), 3 (Seattle Terminal and Anacortes Terminal) and 4, based on its evaluation of such Evaluation Factors.

Accordingly, pursuant to the project RFP, WSF deems Centerplate to be the responsive and responsible proposer that offered WSF the most advantageous proposal for the subject Contracts, as discussed above.

Finally, thank you for Cheesecake Café's participation in the RFP process. WSF acknowledges your work on the proposal, and we appreciate your courtesy and professionalism throughout the RFP process.

Sincerely,



Tim McGuigan
Director of Contracts & Legal Services

Attachment

cc: Lynne Griffith
Elizabeth Kosa
Jean Baker
Kristina Arsenault
Greg Faust
Nicole McIntosh
Ian Sterling
Proposal Evaluation Panel

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

**FOOD, BEVERAGE AND RETAIL
CONCESSION CONTRACTS**

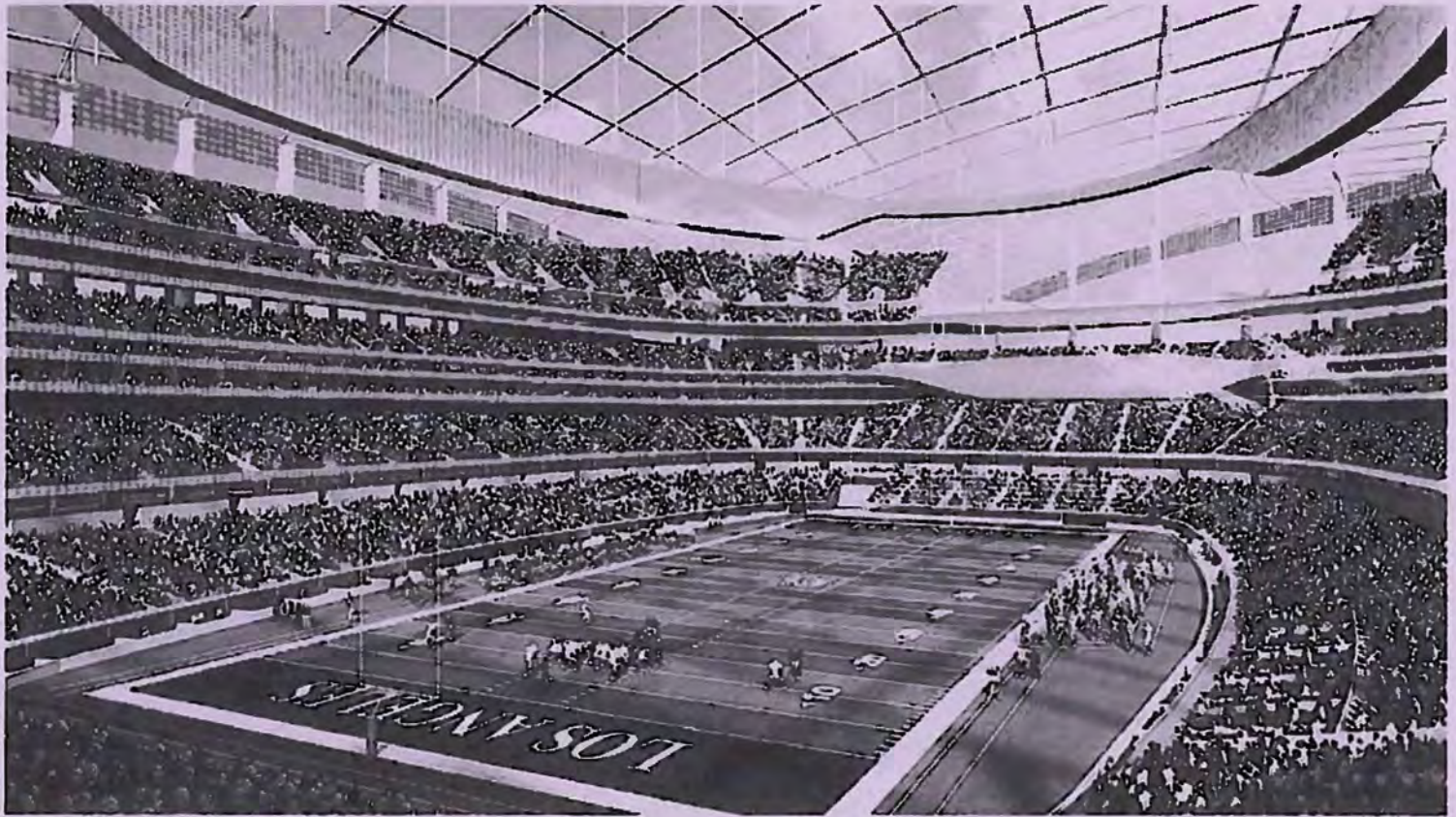
PROPOSAL EVALUATION RANKINGS

(March 25, 2016)

	<u>Ranking</u>
<u>Segment 1 – On-board Food, Beverage and Retail</u>	
Volume Services, Inc. dba Centerplate	1 st
Sodexo America, LLC	2 nd
Olympic Cascade Services, Inc.	3 rd
<u>Segment 2 – On-shore Food and Beverage (Seattle Ferry Terminal)</u>	
(Final proposal evaluation pending)	(TBD)
<u>Segment 2 – On-shore Food and Beverage (Anacortes Ferry Terminal)</u>	
Volume Services, Inc. dba Centerplate	1 st
Cheesecake Café, LLC	2 nd
James W. Stevens	3 rd
<u>Segment 3 – News, Books & Convenience (Seattle Ferry Terminal)</u>	
Volume Services, Inc. dba Centerplate	1 st
Nilesh Lal Distributing, Inc.	2 nd
<u>Segment 3 – News, Books & Convenience (Anacortes Ferry Terminal)</u>	
Volume Services, Inc. dba Centerplate	1 st
Cheesecake Café, LLC	2 nd
James W. Stevens	3 rd
<u>Segment 4 – Vending</u>	
Volume Services, Inc. dba Centerplate	1 st
Sodexo America, LLC	2 nd
Olympic Cascade Services, Inc.	3 rd
Compass Group USA, Inc. dba Canteen	4 th
VendPro, LLC dba EliteVend	5 th

BUSINESS / Michael Hiltzik

Column The truth about football stadiums: Those supposed great new jobs are bogus



An architect's rendering shows the new Inglewood stadium for the L.A. Rams. Is it the jewel of the city or an employment black hole? (HKS)



By **Michael Hiltzik** · **Contact Reporter**
The Economy Hub

FEBRUARY 19, 2016, 12:43 PM

The creation of scads of great new long-term jobs is one of the siren calls of proposals for fancy new football stadiums.

That prospect played a central role, for example, in the pitch for the new Inglewood stadium for the new-model Los Angeles Rams of the National Football League. The stadium was projected to create "10,465 full- and part-time jobs" after construction was complete, according to the initiative passed hurriedly last year by the Inglewood City Council (without a public vote).

“

Looking back at the Super Bowl, what strikes me is ... how little consideration was given to the thousands of workers who made the event possible.

— Gabriel Thompson, former Super Bowl worker and current wage-theft plaintiff

But a lawsuit filed Tuesday against the firm operating concessions at Levi's Stadium in Santa Clara, the site of Super Bowl 50, gives some insight into just what kind of employment this is. It's low-wage workers routinely ripped off by their employers, according to the lawsuit's allegations.

The class-action case, filed in state court in Santa Clara, names Centerplate of Delaware as the chief defendant. That's the concession firm selling food and drinks at Levi's Stadium, where the San Francisco 49ers normally play. Centerplate is also has been the food and drink concessionaire at the NFL San Diego Chargers' Qualcomm Stadium, and at baseball's San Francisco Giants' AT&T Park, among some 300 venues in the U.S., Canada and Britain. The complaint alleges that workers at the Super Bowl were deprived of hours of legally mandated pay and of rest periods during their shifts. Stamford, Conn.-based Centerplate declined to comment on the lawsuit.

The named plaintiff is Gabriel Thompson, a freelance writer who worked for Centerplate at Levi's for four games this NFL season, including the Super Bowl. Thompson separately recounted his experiences on the job for Slate.com; his pieces can be found [here](#) and [here](#).

Centerplate typically operates under the radar; most customers at its venues probably don't even know it exists. The firm briefly bubbled into public awareness in 2014 thanks to the behavior of its former CEO, Desmond Hague, who was charged with abusing a puppy in his care — unfortunately for him, in full view of a surveillance camera in an elevator. Centerplate fired Hague soon after the video surfaced. He later pleaded guilty to animal cruelty and was fined \$5,000 in a Canadian court; at his sentencing, his lawyer said he had been unable to find a new job.

The wage theft of the sort alleged by the Thompson lawsuit is a common complaint of low-wage workers, who typically have few options for redress. California has been a leader in cracking down. Last year, Gov. Jerry Brown signed a bill augmenting punishments for employers who cheat their workers, and in 2014, State Controller John Chiang launched a program to sue employers who flouted wage and hour rules.

But cheated workers face an uphill battle. A 2013 study by UCLA's Labor Center found that California workers collected only 42% of the back wages they were owed from 2008 to 2011. Only 17% of workers who obtained a judgment against their employer saw any money at all.

Thompson's lawsuit alleges that he and other workers at the Super Bowl were cheated of pay for the time they spent queuing up for shuttle buses taking them to the stadium from a staging point miles away and back again after the game, and for the time they spent on the buses. That travel time came to five hours, Thompson says, for which he got no pay, even though under California law, that time is compensable.

The cheating was subtle, Thompson suggests in his Slate pieces. He got paid time-and-a-half for all the hours he was at the stadium, which sounds generous. But he calculated that had he been paid at the regular legal rates for his entire work day, including the travel time — straight time of \$12.25 per hour for up to 12 hours, plus up to double time for hours beyond that — his paycheck for the day would have been \$70 higher than it was.

"Looking back at the Super Bowl," he wrote, "what strikes me is the extraordinary amount of attention that was given to topics like the quality of the turf at Levi's Stadium, and how little consideration was given to the thousands of workers who made the event possible."

Thompson's experience illuminates the true nature of the employment so freely bandied about by promoters of stadium deals. The game day work is close to minimum wage, but worse than that, it's sporadic. An NFL stadium hosts eight home games per season, not including playoff or preseason games. While the rest of the year can be filled in with special events, those are sporadic, too. At Levi's, the home game payroll reaches about 4,500 persons, mostly low-wage cooks, waiters, janitors, security guards, parking attendants and ticket takers. Permanent stadium jobs in departments such as marketing and sales number only about 60.

That's the real jobs harvest that will be collected in Inglewood. The projection of 10,465 jobs offered by the stadium's promoters look more like fantasy, if not a lie. The question for Inglewood isn't whether its taxpayers will realize they've been sold a bill of goods by the billionaires behind the Rams' relocation and the stadium construction, but how soon it will happen?

Keep up to date with Michael Hiltzik. Follow @hiltzikm on Twitter, see our Facebook page, or email michael.hiltzik@latimes.com.

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This article is related to: Super Bowl, NFL, Los Angeles Rams, San Francisco 49ers, San Diego Chargers, John Chiang, Qualcomm Stadium

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Concession Workers Sue Centerplate Over Wages, Breaks

By **Megan Leonhardt**

Law360, New York (September 20, 2011, 6:29 PM ET) -- Food services company Centerplate Inc. violated California labor laws when it failed to provide employee breaks, reimburse uniform costs and pay proper wages, a proposed class action removed to federal court Thursday contends. Gene Williams originally filed the suit in the San Diego County Superior Court in May, on behalf of more than 1,000 concession stand employees working in the city. The complaint claims Centerplate cheated employees out of fair wages and rightfully earned breaks, gaining unfair business benefits and unlawful profits at the expense of its workers.

The suit says that the claims, if proven, total almost \$10 million in damages for the proposed class of hourly paid employees working at Centerplate's locations such as [Qualcomm Stadium](#) and the San Diego Convention Center.

Williams filed an amended complaint in August under the Private Attorney General Act, seeking to enjoin Centerplate from continuing its allegedly unfair employment policies and gain restitution for employees.

According to the suit, Centerplate failed to pay proper compensation and wages that terminated employees were owed on departure. Other wage violations include a failure to supply hourly employees with itemized wage statements, it said.

The complaint claims employees were regularly forced to work through their rest and meal breaks. Under California law, employees are allowed 10-minute breaks after every four hours worked, and meal breaks after every five to 10 hours worked.

Damages under these claims alone could add up to more than \$3 million for a class of 1,000 employees, according to the suit.

The defendant also violated other state labor codes by requiring employees to purchase and maintain their own uniforms and equipment, Williams argues. Centerplate failed to reimburse employees who purchased gloves and lights, he says.

According to California law, because the suit was filed under the PAGA, which allows private citizens to bring labor suits, any penalties won against Centerplate are split with the California Labor and Workforce

Development Agency and the putative class members.

Stamford, Conn.-based Centerplate supplies catering and concession stand operations to football and baseball stadiums, golf courses and major convention centers all over the U.S.

A representative for the defendant declined to comment Tuesday, citing the company's policy not to comment on pending litigation. Counsel for the named plaintiff did not immediately respond to requests for comment.

Williams is represented by Roger R. Carter of the Carter Law Firm.

Centerplate is represented by Scott J. Witlin of [Barnes & Thornburg LLP](#).

The case is Williams v. Centerplate Inc. et al., case number [3:11-cv-02159](#), in the U.S. District Court for the Southern District of California.

--Editing by Chris Giganti.

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CRISIS MANAGEMENT

Will a dog-abuse scandal sink stadium caterer Centerplate?

by Daniel Roberts

@readDanwrite

AUGUST 25, 2014, 4:49 PM EDT



The San Francisco 49ers take on the Denver Broncos during a preseason game at Levi's Stadium on August 17, 2014 in Santa Clara, California.
Noah Graham—Getty Images

The food-services provider recently scored the business of new Levi's

<http://fortune.com/2014/08/25/dog-abuse-video-stadium-food-centerplate-des-hague/>

Stadium and was growing quickly; can it move on from an ugly CEO scandal?

NOTE: See update at bottom of this story.

Less than three weeks from now, the brand new, tricked-out, \$1.3 billion Levi's Stadium will at last host its first regular season NFL game, with the home team San Francisco 49ers taking on the Chicago Bears. And it will serve up food provided by Centerplate, a Connecticut-based, Aramark-like caterer for sports and entertainment venues that scored big when it landed the new stadium as a client.

It is unlucky timing for Centerplate to be undergoing an ugly scandal playing out on the viral Web: CEO Des Hague, who has led the company since 2009, was caught on video surveillance abusing a dog in an elevator. The footage, taken from a Vancouver apartment building, shows the food executive kicking a Doberman puppy, then yanking it up by a leash.

The video surfaced last week and made the rounds over the weekend in time for fans at some of the arenas serviced by Centerplate to protest. Outside BC Place in Vancouver, for example, before a Sunday afternoon Canadian Football League game, some fans told the media that they would not be purchasing any food in the stadium, and they called for Hague's firing. Some suggested BC Place ought to end its contract with Centerplate.

In a statement released yesterday through his attorney, Hague apologized and said the incident was, "completely and utterly out of character." He continued: "I am ashamed and deeply embarrassed... a minor frustration with a friend's pet caused me to lose control of my emotional response... I would like to extend my apology to my family, company and clients, as I understand that this has also reflected negatively on them."

Centerplate has 30,000 employees and more than 350 clients, some 65% of them sports venues. In the food-services industry, it occupies an estimated \$6 billion niche. It is a small-but-growing challenger to one of the leaders in the space, Aramark, which did just under \$14 billion in 2013 revenue. The private company has changed hands a few times: originally owned by chain restaurant holding company Flagstar, itself owned by KKR, Centerplate was sold to Blackstone in 1994 and eventually went public in 2003. In 2009, it was taken private again after merging back with Kohlberg & Co. And in 2012, Kohlberg & Co. sold Centerplate to Olympus Partners for a reported \$550 million. Centerplate says it has not had a down year since 2008, and that it has tripled its number of accounts, and doubled in sales, since Hague took the reins in 2009.

Hague comes from a food-services background. Prior to Centerplate, he held executive positions at IHOP, Safeway, Taco Bell ([YUM ▲ 0.51%](#)), Pizza Hut, and 7-Eleven, where he oversaw the operations of more than 25,000 franchises. He also worked in strategic marketing at Maytag. In an in-person interview with *Fortune* earlier this month (before this incident), Hague said, "This is just as hard, to run 350 venues, as it was to operate 30,000 7-Elevens." He said that after a long run of working at recognizable brands, he left to run lesser-known Centerplate because, "Innovation in the food services space was very limited. It was all cookie-cutter and not differentiated. We wanted to reinvent this space, from food service to hospitality." In an era when sports arenas face the growing burden of drawing fans who would save money by staying at home to watch a game, Hague said Centerplate wants, "to be the defender of live events, to make it better for fans to be there."

Centerplate scored the business of the new Levi's Stadium in San Francisco when the project was in its infancy; it was also the food provider at Candlestick Park, where the Niners played previously. It is a big account for a company with some of its <http://fortune.com/2014/08/25/dog-abuse-video-stadium-food-centerplate-des-hague/>

the food provider at Calvesback Park, where the 49ers played previously. It is a big account for a company with some of its biggest venues outside of the U.S., and a company with little presence in New York City, the biggest media market for sports. (The city's two biggest venues, Madison Square Garden and Yankee Stadium, are locked in to long-term deals with bigger food providers.) Indeed, the opening of the 49ers' new home has been much anticipated, and the stadium is already being lauded for its high-tech design and bells and whistles. Centerplate CMO Bob Pascal told *Fortune* that Levi's Stadium was a significant new client, but also that Centerplate isn't a consumer-facing business—that is, it doesn't need fans to be aware of its brand name, just to be happy with the food and service it gets at any venue that uses Centerplate. "Our job is not to make them fall in love with our blue C logo, but with the 49ers," said Pascal. "We have the best customer service, the best experience for guests and fans. It can't be lip service, you can't fake it."

So what will this scandal mean for Centerplate's business? If it doesn't want to be perceived as just paying lip service, then it needs to take action regarding Hague, says crisis management expert Steve Paskoff, CEO of ELI, which does corporate sensitivity training. "My immediate reaction to this news was, this is a guy who will kick and drag a friend's dog—what else is there to say about him? And if he treats defenseless dogs this way, how is he treating people?" said Paskoff. "Is Centerplate going to be comfortable saying he represents our values, which state [on its website] that the company is 'a positive force in our communities?'"

For now, there are no legal charges against Hague, and the company has commented, "This is a personal matter involving Des Hague. Centerplate does not condone the mistreatment of animals, and since learning about the situation late Friday night, have reached out to local authorities to better understand the facts and circumstances related to the incident. As this is an ongoing review, we cannot comment further at this time." But Paskoff says that, short of firing Hague, Centerplate needs to do something beyond a mere press release. "If you leave it alone, and don't do anything, that says you find it acceptable. So the first thing is, let's do a thorough investigation. While we're doing a thorough investigation, you put him on some type of suspension. You do this as fairly, rapidly, and efficiently as you can," he says. "I think for many, many people, when you harm an animal for no reason, that is a low offense. It says something really serious about your character, and character matters when you lead an organization."

Indeed, some eaters have taken to Twitter, using the hashtag #DesHague (Hague deleted his account) to voice their outrage.



Jen Sanders
@JenSanders84

Follow

#DesHague should be embarrassed by his actions! Hold him responsible for abusing that puppy! Horrifying behavior. Replace him Centerplate!!

6:13 PM - 24 Aug 2014

5 5



Lisa
@Love_allanimals

Follow

@centerplate Disgusted that #DesHague has not been terminated from your company yet. Set an example and don't support an animal abuser!

11:12 AM - 24 Aug 2014

1

For now, Hague remains CEO of Centerplate, and no clients have yet ended their contracts. The 49ers, in a statement sent to *Fortune*, said that the organization, "condemns the abuse of animals and was disturbed to learn of the recent news regarding Des Hague. We believe his actions are not reflective of the efforts and service provided by the hundreds of Centerplate employees working to present our fans with a tremendous experience at Levi's Stadium." (Levi Strauss deferred comment to the 49ers.)

Perhaps Centerplate can use the opening of the season at Levi's Stadium to bounce back from the bad PR. It is a stadium with a strong, secure wi-fi network to serve nearly 70,000 fans and give them the ability to order food from their seats via a mobile app. It offers a huge range of dining options, the vast majority of them sourced locally. If the food earns high marks, perhaps it won't matter to fans who the executive is that stands behind the catering brand. After all, Michael Vick, prosecuted for operating a dog-fighting ring in 2007, is back in the NFL as the backup quarterback for the New York Jets; his offense, though not forgotten, is no longer mentioned every single time his name comes up. Then again, as Paskoff points out, "Michael Vick did penance. He was prosecuted, he went to jail, he paid a heavy price. So there may be a place for penance here."

UPDATE, August 27, 2014: Centerplate's CEO Des Hague has been placed on probation, will donate \$100,000 to a dog charity, and will do 1,000 hours of community service. Centerplate released a new statement, its third this week on this incident: "Upon internal review of the incident, and recognizing that Mr. Hague is truly ashamed of his actions and has expressed sincere remorse and shame for erratic behavior that is uncharacteristic of him we have decided to take the following immediate actions: Mr. Hague will be given a written censure by the Board whereby he will be placed on indefinite probation stating that any further acts of misconduct would result in immediate termination. As a condition of his continued employment with Centerplate, Mr. Hague will personally donate \$100,000.00 USD which will be donated towards the establishment of the Sade Foundation in honor of the dog he mistreated in the elevator to help support the protection and safety of animals in the city of Vancouver where the incident occurred. Further, we are requiring Mr. Hague to serve 1000 hours of community service in support of an organization that serves to protect the welfare and safety of animals... Mr. Hague still faces potential charges in Vancouver, where he is personally responsible for charges and fines in relation to the incident."

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SBJ/January 14-20, 2013/Facilities

Devils end Centerplate concessions contract

By Don Muret, Staff Writer

Published January 14, 2013, Page 32

The New Jersey Devils terminated Centerplate's concessions contract in early January over a long-running financial dispute, said a team executive, and have brought in Aramark to operate food and retail for the shortened NHL season.

Rich Krezwick, president of Devils Arena Entertainment, the club's facility management division, claimed that Centerplate refused to pay the team its share of food and beverage sales for the better part of a year.



After the deal: Race to the ice

Centerplate spokesman Bob Pascal responded to questions for this story by saying, in an email, "We are unable to offer any comment at this time due to pending litigation with the New Jersey Devils management, however ... our performance as hospitality partner at the Prudential Center speaks for itself."

The deal between the Devils and Centerplate was ended Jan. 4, one day after the Devils announced that team owner Jeff Vanderbeek had bought out partners Michael Gilfillan and Peter Simon as part of Vanderbeek's refinancing of \$178 million in debt.

Centerplate was the Prudential Center's food and merchandise provider when the arena opened in October 2007. Centerplate had five years remaining on a 10-year deal with an option for a five-year extension. The team had worked with Aramark at Izod Center, its previous home.

Centerplate's retail deal with the team was not renewed after its contract expired in September, Krezwick said. The Devils finished in the bottom tier of in-arena NHL merchandise sales last season, he said, and the team store has been closed during the lockout. Aramark plans to have it open for the first Devils home game.

The two parties had an arbitrator's help resolving a previous dispute that dates to the summer of 2011.

In February 2012, an arbitrator ruled in favor of Devils Arena Entertainment after the team and its vendor

could not reach a compromise on about \$1.7 million, a combination of revenue that Centerplate owed the team and food invoices the concessionaire submitted to the Devils tied to the arena's all-inclusive catering program. Krezwick said the Devils believed Centerplate was overcharging the team.

KPMG, the New York accounting firm conducting the audit of expenses and the arbiter in the case, decided in favor of the Devils, providing about \$1.2 million in financial relief for the team.

Since the decision was handed down, Krezwick claimed that Centerplate has not paid the team its commissions from general food concessions and merchandise, leading to the termination of both contracts.

The acrimonious split is the culmination of a relationship that was shaky from the beginning after Centerplate, under former President and CEO Janet Steinmayer, signed on to run Prudential Center's food and retail.

A spreadsheet of concessionaires' proposals obtained by SportsBusiness Journal in 2005, a few months before Centerplate and the Devils signed their deal, revealed Centerplate would commit to investing \$13 million at the arena over 10 years, including a \$5 million signing bonus. By comparison, runner-up Levy Restaurants proposed an \$8 million investment over 10 years with no signing bonus.

Centerplate's proposal called for paying the Devils a combined commission rate 3.5 percentage points higher than Levy, according to the document.

The final terms are not known, but the deal has generally been regarded as a bad one for Centerplate among industry insiders.

Aramark's first official event at Prudential Center was last Wednesday's Seton Hall men's basketball game. As of last week, the Devils and Aramark were still negotiating contract terms, Krezwick said.

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Private Equity Closer Look

**Advisory on employment practices by
Olympus Partners portfolio companies**

September 11, 2013



Photo: Tracy Hunter (CC BY 2.0)

Two companies acquired by private equity manager Olympus Partners in 2011 and 2012 despite then- pending allegations of employer misconduct continue to face labor-related risk

[PDF version available here](#)

Olympus Partners has invested a significant portion of its current fund, Olympus Growth Fund V, in two companies that have been sued in the past over alleged wage and hour violations, and that both face on- going employment-related

disputes.

Challenges related to managerial practices at a portfolio company are not new to Olympus. In a

costly past incident, Olympus Growth Fund III was held liable in an arbitration proceeding for failing to disclose to a subsequent buyer that a portfolio company, Global Link Logistics, was engaging in a falsified records scheme that had begun before Olympus invested in the company.

Two of the companies owned by Olympus Growth Fund V have settled suits over allegedly illegal employment practices since being purchased by the fund. It remains to be seen what kind of leadership Olympus Partners will exert on behalf of OGF V investors in connection with other employment related disputes at those same companies.

Current Investments

Of the \$1.5 billion in capital committed to be invested through Olympus Growth Fund V, over 28% was used to purchase equity in two food service companies at times when both were facing class-action lawsuits over wage and hour violations.

NPC International

In late 2011, Olympus Growth Fund V invested more than \$234 million in equity to acquire NPC International in a deal totaling over \$750 million.

Before the purchase was announced in November 2011, NPC, the largest Pizza Hut franchisee in North America, was already facing a class action lawsuit filed by delivery drivers who claimed their compensation had been below federal and state minimum wage.[i] Within a year of NPC's acquisition by Olympus, NPC entered into a confidential settlement of the case covering more than 4,500 drivers.

In January 2013, NPC employees filed a group of new lawsuits alleging further minimum wage violations, such as a claim that workers were asked to perform work "off the clock" without being paid.

The lawsuits, filed in US District Court for the Western District of Tennessee are brought by employees in 5 different work classifications[ii] and they seek to represent NPC employees in 28 states who choose to join the suit. NPC denies the allegations.

Centerplate

In October 2012, Olympus Growth Fund V invested a reported \$188 million in equity as part of a \$550 million deal to purchase stadium and convention center concessionaire Centerplate.

At the time of the purchase, Centerplate was facing a class action wage and hour lawsuit filed by its employees at Qualcomm Stadium in San Diego.[iii] Just a few weeks prior to being purchased,

Centerplate had agreed to pay \$750,000 to settle another pay-related suit filed on behalf of employees at Yankee Stadium in New York.[iv]

The San Diego case, in which plaintiffs alleged multiple wage and hour violations, including failure to provide or compensate for rest breaks and failure to pay wages for hours worked, was settled in 2013 for a maximum settlement payout of \$650,000.

On January 7, 2013, the US Department of Justice announced that Centerplate would pay \$250,000 in civil penalties to settle charges that the company had discriminated against immigrant workers in its hiring process for at least the past three years. The settlement was the third largest amount ever negotiated under the Immigration and Naturalization Act's antidiscrimination provisions.[v]

An ongoing labor dispute at Centerplate's operations at AT&T Park in San Francisco has highlighted an additional source of concern, with the company's unionized workers calling for customers to bring their own food to games and to boycott food and beverage services when booking suites or events. Centerplate workers at the stadium have not received a wage increase in over 4 years, and protests to date have included a one-day strike by concessions workers and a sit-in by supporters at a Centerplate- operated concession stand.

Past Experience

Olympus Partners has previous experience with the legal and financial consequences of questionable activities at one of its portfolio companies. After acquiring Global Link Logistics from Olympus Growth Fund III and a minority partner in 2006, the new owner discovered that Global Link engaged in a practice known as "split-routing," which involves falsely recording the inland destinations of cargo shipments and then rerouting them by truck to destinations with lower delivery costs.

In 2009, an arbitration panel found that Olympus Growth Fund III and the Olympus Executive Fund, along with their investment partner, had misrepresented Global Link's financial condition by failing to disclose the company's use of "split-routing," and awarded the buyer \$12 million in damages, including \$4.8 million from the Olympus parties and another \$5,600,000 from Olympus and other defendants jointly and severally.[vi]

Olympus was also named in a case brought before the US Federal Maritime Commission in 2009 by one of Global Link's shipping contractors, which continued for 4 years before being dismissed in July 2013.[vii]



WILLIAMS v. CENTERPLATE, INC.

Case Nos. 11-CV-2159 H-KSC, 12-cv-0008-H-KSC

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CHIP WILLIAMS; ADELAIDA GALINDEZ; JUPITER RAMIREZ; and on behalf of all others similarly situated and on behalf of the general public, Plaintiffs, v. CENTERPLATE, INC., a Delaware corporation; CENTERPLATE OF DELAWARE, INC., a Delaware corporation; and DOES 1 through 100, inclusive, Defendants.

United States District Court, S.D. California.

August 26, 2013.

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Adelaida Galindez, Plaintiff, represented by [Nicole R. Roysdon](#), Cadena Churchill, LLP, [Raul Cadena](#), Cadena Churchill, LLP & [Paul David Jackson](#), Law Offices of Paul D Jackson.

Jupiter Ramirez, Plaintiff, represented by [Nicole R. Roysdon](#), Cadena Churchill, LLP, [Raul Cadena](#), Cadena Churchill, LLP & [Paul David Jackson](#), Law Offices of Paul D Jackson.

Roes, Plaintiff, represented by [Nicole R. Roysdon](#), Cadena Churchill, LLP & [Paul David Jackson](#), Law Offices of Paul D Jackson.

Centerplate, Inc., Defendant, represented by [Scott I Witlin](#), Barnes & Thornburg, LLP & [Steve Lou Hernandez](#), Barnes & Thornburg LLP.

Volume Services, Inc., Defendant, represented by [Scott I Witlin](#), Barnes & Thornburg, LLP & [Steve Lou Hernandez](#), Barnes & Thornburg LLP.

Volume Services of America, Inc., Defendant, represented by [Scott I Witlin](#), Barnes & Thornburg, LLP & [Steve Lou Hernandez](#), Barnes & Thornburg LLP.

ORDER:

(1) CERTIFYING CLASS FOR PURPOSES OF SETTLEMENT AND GRANTING FINAL APPROVAL OF CLASS SETTLEMENT; AND

[Doc. No. 52]

(2) GRANTING MOTION FOR ATTORNEYS' FEES COSTS, AND ENHANCEMENT AWARDS

[Doc. No. 51]

MARILYN L. HUFF, District Judge.

On May 24, 2013, Plaintiffs Chip Williams, Adelaida Galindez, and Jupiter Ramirez (collectively "Plaintiffs") filed a motion seeking final approval of a class action settlement and a motion for attorneys' fees, costs, and class representative enhancement awards. (Doc. Nos. 51, 52.) Defendants have not opposed Plaintiffs' motions, and no objections have been raised to the proposed class settlement. On August 26, 2013, the Court held a hearing on the matter. Marc Phelps and Raul Cadena appeared for Plaintiffs. Scott J.

Witlin appeared for Defendants. For the following reasons, the Court grants the motion for final approval of class action settlement, the motion for an award of fees and costs to class counsel, and the request for enhancement awards to Plaintiffs Chip Williams, Adelaida Galindez, and Jupiter Ramirez.

Background

I. Factual and Procedural Background

This is a wage and hour class action filed on behalf of all non-exempt employees or former employees of Centerplate, Inc., Centerplate of Delaware, Inc., and any subsidiaries or affiliated companies (collectively "Defendants") within California. (Doc. No. 27 ("Fourth Amend. Compl.") ¶ 1.) Defendants are hospitality service companies that provide concessions to sports stadiums, convention centers, and golf courses. (Id. ¶ 8.) Plaintiffs were employed by Defendants as non-exempt employees within the state of California. (Id. ¶¶ 5-7.)

Plaintiffs allege that Defendants did not provide class members with meal periods and rest breaks, or compensation in lieu thereof, as required by California wage and hour laws. (Fourth Amend. Compl. ¶¶ 2, 13-14.) Additionally, Plaintiffs allege that Defendants failed to compensate class members for total hours worked and for excess hours worked at overtime rates. (Id. ¶¶ 2, 15) Finally, Plaintiffs allege that Defendants required class members to purchase and maintain their uniforms and equipment as a condition of employment; failed to pay departing class members in accordance with California Labor Code §§ 201, 202, and 203; and did not maintain accurate records of class members' earned wages and work periods. (Id.) Plaintiffs seek damages, injunctive relief, attorneys' fees, and costs. (Id. ¶ 3.)

On May 9, 2011, Plaintiff Williams filed a class action complaint against Defendants in the Superior Court of the State of California. (Doc. No. 1-6.) On August 11, 2011, Williams filed an amended class action complaint against Defendants. (Doc. No. 1-7.) Defendants removed the Williams action on September 15, 2011. (Doc. No. 1.)

On November 22, 2011, Plaintiffs Galindez and Ramirez filed a class action complaint against Defendants in California Superior Court. (Galindez v. Centerplate, Inc., No. 12-CV-0008 (S.D. Cal.) (Doc. No. 1-3).) Defendants removed the Galindez and Ramirez action on January 3, 2012. (Id. (Doc. No. 1).) On February 23, the Court granted in part and denied in part Defendants' motion to dismiss and strike portions of the complaint. (Id. (Doc. No. 23).) On March 12, 2012, the Court denied Defendants' motion to remand. (Id. (Doc. No. 26).)

On May 15, 2012, the Court granted the parties' joint motion to consolidate the two actions. (Doc. No. 26.) On May 16, 2012, Plaintiffs filed a fourth amended consolidated complaint ("complaint") asserting violations of the California Labor Code, wage orders of the Industrial Welfare Commission ("IWC"), and California's Unfair Competition Law ("UCL"). (Doc. No. 27, Fourth Amend. Compl.) On June 15, 2013, Defendants filed an answer to the complaint. (Doc. No. 28.)

During the discovery period, the parties exchanged written discovery, (Doc. No. 51-2, Declaration of Roger Carter ("Carter Decl.") ¶¶ 5-6), and briefed five motions to compel discovery. (Doc. Nos. 29, 31, 34-36.) In addition, Defendants took the deposition of each named Plaintiff; and Plaintiffs took a Rule 30(b)(6) deposition of the Defendants. (Doc. No. 51-2, Carter Decl. ¶ 6.)

On August 30, 2012, the parties attended a full-day mediation before Mr. Joel Grossman, an independent mediator with extensive experience in wage and hour class actions. (Id. ¶ 7.) Following serious, informed, arms-length negotiation, the parties reached a settlement at the mediation. (Id.) On September 5, 2013, the parties notified the Court that they had reached a tentative settlement, (Doc. No. 42), and on December 28, 2013, Plaintiff filed a motion for preliminary approval of a class action settlement. (Doc. No. 46.)

II. The Settlement

Per the proposed settlement, Defendants have agreed to pay \$650,000 to establish a settlement fund to settle the class members' claims. (Doc. No. 46-2, Declaration of Roger Carter Ex. A ("Proposed Settlement").) That amount includes all applicable payroll taxes to be computed by the settlement administrator. (Id. at 5.) The class members will receive payment from the settlement fund less administrative costs, Plaintiffs' incentive awards, required payments under the Private Attorney General Act ("PAGA"), and attorneys' fees and costs. (Id. at 3.) The parties agreed to a maximum attorney fee award of \$195,000 plus actual out-of-pocket expenses not to exceed \$20,000. (Id. at 2.) The parties currently estimate the net settlement proceeds to be \$367,500. (Id. at 3.) Each class member will receive a share of the net settlement proceeds proportional to the wages earned from 2007 to the present while working for Defendants in non-exempt positions in California. (Id. at 6.) If the total payments to class members are less than forty percent of the net settlement proceeds, the portion of the remainder, up to forty percent, will be proportionately divided among the class members. (Id.) The unpaid balance will be retained by Defendants. (Id.) In exchange, the class members agree to release the claims that were or could have been asserted in this action against Defendants. (Id. at 1.)

III. Preliminary Approval of the Settlement and Reaction of the Class Members

On January 25, 2013, the Court granted preliminary approval of the class settlement and ordered Plaintiffs to disseminate notice of the settlement to the class members. (Doc. No. 48.) On February 19, 2013, CPT Group, Inc. ("CPT"), the class action claims administrator for this case, mailed notice to the 9,394 class members. (Doc. No. 52-2, Declaration of Tim Cunningham ("Cunningham Decl.") ¶ 8.) The notice provided class members with the opportunity to file a claim for monetary relief, opt out of the settlement, or object to the settlement. (Id. ¶ 8, Exs. A-B.) The claims deadline was set for April 20, 2013. (Id.)

As of May 24, 2013, class members have submitted 2,247 responses to CPT, including 2,212 claim forms. (Doc. No. 52-2, Cunningham Decl. ¶ 12.) Based on the number of claims to date, approximately 63.49% of the Net Settlement Proceeds, or \$239,363.14, will be paid to the class members who made claims. (Id. ¶ 19.) Twenty-five (25) members have requested exclusion, and no class members have raised any disputes or submitted any objections to CPT. (Id. ¶¶ 13-14.)

Discussion

When the parties reach a settlement agreement prior to class certification, the Court is under an obligation to "peruse the proposed compromise to ratify both the propriety of the certification and the fairness of the settlement." *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). Thus, the court must first assess whether a class exists, and second, determine whether the proposed settlement is "fundamentally fair, adequate, and reasonable." *Id.*

I. Class Certification

A plaintiff seeking to certify a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure must first satisfy the requirements of Rule 23(a). Fed. R. Civ. P. 23(b); see *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2548 (2011). Once subsection (a) is satisfied, the purported class must then fulfill the requirements of Rule 23(b)(3). *Id.* In the present case, Plaintiffs seek to certify a class for purposes of settlement only. (Doc. No. 46-2, Proposed Settlement at 4.) As defined in the proposed settlement, the class includes "all current and former employees of Centerplate who worked in Covered Positions¹ in the State of California during the Covered Time Frame." (Id.)

On January 25, 2013, the Court preliminarily certified the proposed class. (Doc. No. 48 at 6.) The Court concluded that the proposed class satisfies the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 23(a). (Id. at 4-5.) The Court also found that the proposed class satisfies the predominance and superiority requirements of Rule 23(b)(3). (Id. at 5-6.) Since that order, no party or class member has objected to certification of the settlement class. The Court has reviewed those elements again and adopts its prior analysis. Accordingly, because Plaintiffs have satisfied the requirements of Rule 23(a) and Rule 23(b)(3), the Court grants final certification of the proposed class for the purposes of settlement.

II. The Settlement

Federal Rule of Civil Procedure 23(e) requires the Court to determine whether a proposed class action settlement is "fair, adequate and reasonable," and not a product of collusion. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). To make this determination, the Court must consider a number of factors, including:

[1] the strength of plaintiffs' case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed, and the stage of the proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement.

Staton v. Boeing, 327 F.3d 938, 959 (9th Cir. 2003) (citations omitted). In determining whether a proposed settlement should be approved, the Ninth Circuit has a "strong judicial policy that favors settlement, particularly where complex class action litigation is concerned." *In re Heritage Bond Litigation*, 2005 WL 1594403, at *2 (C.D. Cal. June 10, 2005) (citing *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). The Ninth Circuit favors deference to the "private consensual decision of the [settling] parties," particularly where the parties are represented by experienced counsel and negotiation has been facilitated by a neutral party—in this instance, an experienced independent mediator. See *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). "In reality, parties, counsel, mediators, and district judges naturally arrive at a reasonable range for settlements by considering the likelihood of a plaintiff's or defense verdict, the potential recovery, and the chances of obtaining it, discounted to present value." *Id.*

A. The Strength of Plaintiffs' Case, the Risk, Expense, and Likely Duration of Further Litigation, and the Risk of Maintaining Class Action Status Throughout the Trial

Both parties have expended significant time, effort, and resources supporting their positions, and would continue to do so if the settlement failed to get final approval. (Doc. No. 52-1 at 8.) The disputed factual and legal issues would be complex and costly to resolve at trial. (Id. at 10.) Both parties have considered the uncertainty and risk of the outcome of future litigation, the burdens of proof for liability and damages, as well as the general difficulties and delays of litigation. (Id. at 7-8, 9-12.) These considerations led

the parties to conclude that a timely settlement would be best for all involved parties. See *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlement."). The Court agrees that the recovery through settlement confers a substantial benefit to the class that outweighs the potential recovery that could have been obtained through full litigation.

2. The Amount Offered in Settlement

In the present case, the proposed settlement provides class members with immediate monetary relief through a total common fund of \$650,000. Based on the number of claims to date, \$239,363.14, or 63.5% of the net settlement proceeds, will be paid to 2,212 members of the class. (Doc. No. 52-1 at 9; Doc. No. 52-2, Cunningham Decl. ¶ 19.) This settlement is a good result for the class and eliminates the risks, expenses, and delay associated with continued litigation. Moreover, the settlement amount is the result of arm's-length negotiation conducted by experienced counsel. Accordingly, the Court finds the amount offered in settlement weighs in favor of granting final approval of the settlement.

3. The Extent of Discovery Completed and the Stage of the Proceedings

In the context of class action settlements, as long as the parties have sufficient information to make an informed decision about settlement, "formal discovery is not a necessary ticket to the bargaining table." *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998) (quoting *In re Chicken Antitrust Litig.*, 669 F.2d 228, 241 (5th Cir.1982)).

The parties reached settlement fifteen months after the first complaint was filed and after extensive discovery and analysis of Plaintiffs' claims. (Compare Doc. No. 1-6 with Doc. No. 42; Doc. No. 51-2, Carter Decl. ¶¶ 5-6.) Defendants produced and Plaintiffs' counsel reviewed, thousands of pages of documents, including documents discussing the duties and qualifications of each of the class positions at Defendants' venues, time and payroll records, and numerous policy related documents and handbooks. (Doc. No. 51-2, Carter Decl. ¶¶ 5-6.) Defendants took the depositions of the class representatives, and Plaintiffs took a 30(b)(6) deposition of the Defendants. (Id. ¶ 6.) Defendants also provided information regarding the size of the class, the average hourly rates for class members, and the number of facilities in California. (Id.) Class counsel was therefore able to negotiate the settlement based on a full evidentiary record and a thorough understanding of the strengths and weaknesses of the claims. Accordingly, the parties' extensive investigation, discovery, and subsequent settlement discussions weigh heavily in favor of granting final approval.

4. The Experience and Views of Counsel

Plaintiffs' counsel has extensive experience acting as class counsel in complex class action cases, including wage and hour class actions. (See Doc. No. 51-2, Carter Decl. ¶¶ 17-20; Doc. No. 51-3, Declaration of Scott Cooper ¶¶ 3-11; Doc. No. 51-4, Declaration of Marc Phelps ¶¶ 3-8; Doc. No. 51-5, Declaration of Raul Cadena ¶¶ 3-8, 12; Doc. No. 51-6, Declaration of Paul Jackson ¶¶ 1-5.) Accordingly, because counsel believes the present settlement is both fair and adequate, this also weighs in favor of granting final approval.

5. The Reaction of the Class Members to the Proposed Settlement

After dissemination of the notice packet to the 9,394 members, which provided each class member with the terms of the settlement and with an option to opt-out or file an objection, as of May 24, 2013, only twenty-five (25) class members have requested exclusion and no class member has filed an objection. (Doc. No. 52-2, Cunningham Decl. ¶¶ 8, 12-14, Exs. A-B.) The absence of any objector strongly supports the fairness, reasonableness, and adequacy of the settlement. See *In re Austrian & German Bank Holocaust Litig.*, 80 F.Supp.2d 164, 175 (S.D.N.Y. 2000) ("If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement." (citations omitted)); *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 624 (N.D. Cal. 1979) (finding "persuasive" the fact that 84% of the class had filed no opposition). Accordingly, the overall reaction of the class members weighs in favor of granting final approval.

6. Collusion Between the Parties

The collusion inquiry addresses the possibility the agreement is the result of either overt misconduct by the negotiators or improper incentives of certain class members at the expense of other members of the class. *Stanton*, 327 F.3d at 960. In the present case, because there is no evidence of overt misconduct, the Court's inquiry focuses on the aspects of the settlement that lend themselves to self-interested action.

The \$5,000 incentive awards for Plaintiffs Chip Williams, Adelaida Galindez, and Jupiter Ramirez do not appear to be the result of collusion. The Court evaluates incentive awards using "relevant factors including the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonable fears of workplace retaliation." *Stanton*, 327 F.3d at 977 (quoting *Cook v.*

Niedert, 142 F.3d 1004, 1016 (7th Cir. 1998)). In the present case, Plaintiffs have protected the interests of the class by engaging in investigation and discovery, each attending a deposition, and assisting counsel with other aspects of the case. (Doc. No. 51-7, Declaration of Chip Williams ("Williams Decl.") ¶¶ 4, 13-18; Doc. No. 51-8, Declaration of Adelaida Galindez ("Galindez Decl.") ¶¶ 3-4, 9-10; Doc. No. 51-9, Declaration of Jupiter Ramirez ("Ramirez Decl.") ¶¶ 3-4, 9-10.) Therefore, the \$5,000 enhancement award to Plaintiffs appears to be reasonable in light of their efforts in this litigation.

Finally, the attorneys' fees also do not appear to be the result of collusion. Plaintiff's counsel may simultaneously negotiate the merits of the action and their attorneys' fees. Stanton, 327 F.3d at 971. The attorneys' fees, litigation costs, and administration costs sought by Plaintiffs' counsel are reasonable under the circumstances. As a result, the Court concludes that the settlement in this case is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2); Staton, 327 F.3d at 959.

Accordingly, the Court grants Plaintiffs' motion for final approval of the settlement.

III. Attorneys' Fees and Costs for Class Counsel

With respect to the attorneys' fees, the Ninth Circuit has established a 25% "benchmark" for common fund cases. *Torris v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993). This "benchmark percentage should be adjusted, or replaced by a lodestar calculation, when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors." *Six (6) Mexican Workers v. Az. Citrus Growers*, 904 F.2d 1301, 1311 (1990). Regardless of whether the court uses the percentage approach or the lodestar method, the main inquiry is whether the end result is reasonable. *Powers v. Eichen*, 229 F.3d 1249, 1258 (9th Cir. 2000). The Ninth Circuit has identified a number of factors that may be relevant in determining if the award is reasonable: (1) the results achieved; (2) the risks of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee; (5) the burdens carried by class counsel; and (6) the awards made in similar cases. See *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-50 (9th Cir. 2002). In this case, Plaintiffs seek \$195,000 in attorneys' fees, 30% of the \$650,000 common fund.² (Doc. No. 51-1 at 1.)

First, the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, and the overall award is substantial. Second, the risks of litigation were real and substantial. Third, the complexity and potential duration of the case, coupled with the intensity of settlement negotiations, indicates that a 30% award is reasonable. Fourth, class counsel took this case on a contingent fee basis, bearing the entire risk and costs of litigation. (Doc. No. 51-1 at 8.) Fifth, the request for attorneys' fees in the amount of 30% of the common fund falls within the range of acceptable attorneys' fees in Ninth Circuit. See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491 (E.D. Cal. 2010) (noting that "[t]he typical range of acceptable attorneys' fees in the Ninth Circuit is 20% to 33 1/3% of the total settlement value, with 25% considered the benchmark"); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, at *22-23 (S.D. Cal. Jun. 1, 2010) (noting that the amount of 33.33% of the common fund for a wage and hour class action settlement "falls within the typical range of 20% to 50% awarded in similar cases"). Finally, class counsel has represented that the 30% figure is significantly less than the amount that would have been calculated using the lodestar method. (Doc. No. 51-1 at 9-14; Doc. No. 51-2, Carter Decl. ¶ 30 & n.1.) See *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 944-45 (9th Cir. 2011) (encouraging district courts to cross-check their calculations under the percentage-of-recovery method against the lodestar method).

For these reasons, the Court concludes that an award of attorneys' fees in the amount of 30% of the common fund, or \$195,000, and litigation costs in the amount of \$20,000,³ are reasonable and warranted in this case. Accordingly, the Court grants Plaintiffs' request for attorneys' fees and costs.

IV. Enhancement Award for Class Representatives

Finally, the \$5,000 incentive awards for Plaintiffs Chip Williams, Adelaida Galindez, and Jupiter Ramirez each, in total representing around 2.3% of the common fund, also appear to be reasonable. "The criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation." *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995) (citations omitted). Whether to grant an enhancement award to the named representatives is within the Court's discretion. See *id.*; *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000).

In the present case, the above factors weigh in favor of approving the enhancement awards requested. By initiating the present action, Plaintiffs have risked and continue to risk damage to their reputations and future employability in the field. (Doc. No. 51-7, Williams Decl. ¶¶ 19-20.) See *Smith v. CRST Van Expedited, Inc.*, 2013 U.S. Dist. LEXIS 6049, at *16 (S.D. Cal. Jan. 14, 2013). In addition, Plaintiffs have protected the interests of the class by engaging in investigation and discovery, attending depositions, and assisting counsel with other aspects of the case. (Doc. No. 51-7, Williams Decl. ¶¶ 4, 13-18; Doc. No. 51-8, Galindez Decl. ¶¶ 3-4, 9-10; Doc. No. 51-9, Ramirez Decl. ¶¶ 3-4, 9-10.) Further, Plaintiffs are directly responsible for the monetary benefits conferred on the class by the settlement. The \$5,000 incentive awards are also well within the acceptable range awarded in similar cases. See, e.g., *Fulford v. Logitech, Inc.*, 2010 WL 807448, at *3 n.1 (N.D. Cal. 2010) (collecting cases awarding service payments ranging from

\$5,000 to \$40,000). Finally, no class members have objected to Plaintiffs' intent to each seek an enhancement award of \$5,000. Accordingly, the Court finds the enhancement awards requested to be reasonable and grants Plaintiffs' motion for enhancement awards.

Conclusion

For the reasons stated, it is hereby ordered:

1. The Settlement Agreement and the terms therein are fair, just, reasonable and adequate as to the settling parties, including the Settlement Class, and is hereby finally approved in all respects. The parties are hereby directed to perform the terms of the Settlement Agreement.
2. Solely for the purposes of effectuating the Settlement, the Court hereby certifies the Settlement Class, defined as all current and former non-exempt hourly employees of Centerplate who worked in the State of California at any time from May 9, 2007 through January 25, 2013 (the "Settlement Class" or "Class Members"). For the reasons stated in the Preliminary Approval Order, the Court finds that the Settlement Class meets the legal requirements for class certification under Federal Rule of Civil Procedure 23 ("Rule 23").
3. In accordance with Federal Rule of Civil Procedure 23 and the requirements of due process, the Settlement Class has been given proper and adequate notice of the Settlement Agreement and the Final Fairness Hearing, such notice having been carried out in accordance with the Preliminary Approval Order. The Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order (a) were appropriate and reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (b) met all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law. The parties have complied fully with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.
4. The Court hereby approves the Settlement as set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable and is hereby finally approved in all respects. The Court makes this finding based on a weighing of the strength of Plaintiffs' claims and Defendants' defenses with the risk, expense, complexity, and duration of further litigation. The Court also finds that the Settlement is the result of non-collusive, arms-length negotiations between experienced counsel representing the interests of the Settlement Class and Defendants, after thorough factual and legal investigation. In granting final approval of the Settlement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among the Class Members, and the fact that the Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member. The Court further finds that the response of the Class to the Settlement supports final approval of the Settlement. Specifically, no Class Member objects to the Settlement. Accordingly, pursuant to Rule 23(e), the Court finds that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member. The Court also hereby finds that Plaintiff's have satisfied the standards and applicable requirements for final approval of this class action settlement under Rule 23.
5. The Motion for Final Approval is granted, and the Settlement Agreement hereby is approved as fair, reasonable, adequate to members of the Settlement Class, and in the public interest. The parties are directed to consummate the Settlement Agreement in accordance with its terms.
6. The Carter Law Firm, The Cooper Law Firm, P.C., The Phelps Law Group, Cadena Churchill LLP, and L/O of Paul Jackson (collectively referred to as "Class Counsel"), having conferred a benefit on absent Class Members and having expended efforts to secure compensation to the Class, are entitled to a fee, and accordingly, the Court approves the application by Class Counsel for attorneys' fees in the total amount of \$195,000. This amount is payable as set forth in the Settlement Agreement.
7. The Court further approves Class Counsel's reasonable litigation costs in the amount of \$20,000, to be paid as set forth in the Settlement Agreement.
8. The Court further approves a payment of \$5,000 to each Class Representative—Chip Williams, Adelaida Galindez and Jupiter Ramirez—for the initiation of this action, work performed, and risks undertaken in this matter.
9. The Class Administrator, CPT Group, Inc., shall be paid \$40,500 in accordance with the terms of the Settlement Agreement.
10. The Court hereby enters judgment approving the terms of the Settlement Agreement and ordering that the Lawsuit be dismissed on the merits with prejudice in accordance with the Settlement. The Complaint is dismissed on the merits with prejudice on a class-wide basis. This document shall constitute a final judgment for purposes of Federal Rule of Civil Procedure, Rule 58.
11. Without affecting the finality of the Judgment, the Court shall retain jurisdiction of this action for the purpose of resolving any disputes that may arise as to the implementation of the monetary relief terms of the Settlement Agreement. ⁴

IT IS SO ORDERED.

FootNotes

1. "Covered Positions" is defined as "all California non-exempt employees of Defendants." (Doc. No. 46-2, Proposed Settlement at 2.)
2. The Court notes that approximately 63.5% of the net settlement proceeds has been claimed by the class. (Doc. No. 52-1 at 1; Doc. No. 52-2, Cunningham Decl. ¶ 19.) However, in determining the reasonableness of the requested attorneys' fees, the district court should calculate the fees as a percentage of the entire common fund, here \$650,000, rather than the total funds claimed. See *Williams v. MGM-Pathe Communs. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) ("[T]he attorneys for a successful class may recover a fee based on the entire common fund created for the class, even if some class members make no claims against the fund so that money remains in it that otherwise would be returned to the defendants."); *Az. Citrus Growers*, 904 F.2d at 1311 ("[A]ttorneys' fees sought under a common fund theory should be assessed against every class members' share, not just the claiming members.").
3. Plaintiffs have represented to the Court that class counsel has incurred litigation costs in the amount of \$22,587.29. (Doc. No. 51-1 at 14; Doc. No. 51-2, Carter Decl. ¶ 37.) Accordingly, the Court concludes that an award of \$20,000 in litigation costs is reasonable. Similarly, Plaintiffs' request of \$40,500 in costs for administering the settlement is reasonable in light of the fact that it is less than the \$50,000 that was set aside by the settlement agreement for administration costs. (Doc. No. 46-2, Proposed Settlement at 7.)
4. The Court instructs the Clerk to file this order in both 11-cv-2159 and 12-cv-8.

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FEB. 19 2016 8:00 AM

I Sold Concessions at the Super Bowl. Now I'm Suing for the Workers Whose Wages Were Stolen There.

By Gabriel Thompson



Workers wait in line for shuttles after Super Bowl 50.

Gabriel Thompson

On Wednesday, in the Superior Court of Santa Clara County, California, attorney Caren P. Sencer of Weinberg, Roger & Rosenfeld **filed a lawsuit** against Centerplate, the company that provides food and beverage service at Levi's Stadium, recent host of Super Bowl 50. Among the allegations in the complaint is that Centerplate did not pay employees for all hours worked, failed to grant rest breaks as required by California

law, and engaged in unfair business practices. The lawsuit, if granted class status, would cover all Centerplate employees at Levi's Stadium who worked during the 2015–16 NFL season.

I **worked for Centerplate** at Levi's Stadium during four games, including the Super Bowl. My post was inside the Yahoo Fantasy Football Lounge, one of the stadium's 10 "premium club areas." As I wrote in **Slate**—in a story reported in partnership with the Nation Institute Investigative Fund—I was often not given rest breaks, even during shifts that exceeded 12 hours. And on the day of the Super Bowl, Centerplate failed to pay employees for the time they spent waiting in line for—and traveling on—employee shuttles to and from the stadium. Those hours added up: Of my 17-hour shift, five of them were spent waiting or in transit. According to California law, these hours should have been on the clock.

Advertisement

For many workers, wage theft is routine. In 2009, a study by three organizations—the UCLA Institute for Research on Labor and Employment, the National Employment Law Project, and the University of Illinois at Chicago Center for Urban Economic Development—found that low-wage workers in Chicago, Los Angeles, and New York City lost more than \$56 million *per week* due to various forms of wage theft and other forms of labor violations. Last October, California Gov. Jerry Brown **signed legislation** that makes it easier for workers to recover back wages, including a provision that holds individual executives, and not just the corporate body, accountable for unpaid wages. Along with Centerplate, the lawsuit names Chris Verros, the company's president and CEO, along with several other executives.

For now, I am the named plaintiff in the lawsuit. (I kept good records.) When I received my paycheck for the Super Bowl, I found that the company paid me at the overtime rate—time and a half—for all hours that I was on the clock. That was a pleasant surprise. But I, and likely many other workers, was still significantly shortchanged. Had I been paid at my regular rate of \$12.25 an hour for *all* the hours that I worked, including overtime and double-overtime for work after 12 hours, my paycheck would have been \$70 greater. (In my original investigation for **Slate**, when calculating wages owed, I had forgotten to factor in these higher rates.)

Top Comment

Why do people feel that just because these are low skill workers somehow they don't deserve fair treatment according to the law. They are working and earning the money that was offered. [More...](#)

Join In

Looking back at the Super Bowl, what strikes me is the extraordinary amount of attention that was given to topics like the quality of the turf at Levi's Stadium, and how little consideration was given to the thousands of workers who made the event possible and who, at the very least, should get what they're owed.

This post originally appeared at [The Investigative Fund](#).



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Mended Hearts is pleased to announce the launch of two new apps that will give heart patients and caregivers instant access to support and education. These innovative products will allow patients to access the information they need to help make informed decisions, anywhere, anytime, and bring our decades of learning and support into the 21st century, right at patients' fingertips.

Mended Hearts HeartGuide app



This app contains the same supportive information as the paper version given to patients in hospitals, but its easy availability on phones and devices means that patients can read it anytime, anywhere. The app makes it simple for patients to share valuable information about exercise, healthy lifestyle habits, and procedures with friends, family and fellow heart patients. Now anyone can experience the social and learning benefits that come from connecting with fellow heart patients and families

Heartbeat Now app

The *Heartbeat Now* magazine app contains important articles and features on new medications and treatment options, patient stories and heart-related events from across the country. The app also includes a current events section, access to patient support videos and the ability to connect with volunteer opportunities.

Both apps are available for free on the App Store and the Android Market.



www.MendedHearts-Bellingham.org

Mended Hearts is a non-profit group of volunteers who support heart patients and their caregiver families.

Special Meeting

At 5:00 p.m. Mayor Laurie Gere called to order the advertised special meeting of the Anacortes City Council for the purpose of conducting a site visit regarding 5 Lot Replat & PUD (PUD-2015-0002). Council convened on the northwest corner of 12th Street and D Avenue in Anacortes. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. No testimony was received and no action was taken. At approximately 5:20 p.m. the special meeting adjourned.

Regular Meeting

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of April 4, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Citizen Hearings

Patrick O'Hearn, 11039 Post Drive, asked if he would be allowed to ask a question during the closed record hearing for PUD-2015-0002 later on the agenda. City Attorney Darcy Swetnam asked if Mr. O'Hearn was a party of record in the matter. Mr. O'Hearn said he was not. Ms. Swetnam said a closed record hearing limited comments and questions solely to parties of record. Mr. O'Hearn requested the citation for that procedure. Ms. Swetnam said she would email that to Mr. O'Hearn.

Jan Woodruff, Skyline neighborhood, reported briefly on a 4-year research project regarding cancer rates in the 98221 zip code by the Community Environmental Health Assessment Task Force. Ms. Woodruff reported that after working with the Washington State Cancer Registry the group found statistically significantly higher rates of melanoma, bladder cancer, and prostate cancer in the 98221 area. The group then considered various possible causes including industrial pollution. Ms. Woodruff concluded that SEPA is broken and that citizens are not being guaranteed the fundamental inalienable right to healthful environment. She requested that Council schedule a study session on this topic and help to mobilize an investigation into anomalous rates of cancer and other diseases. Ms. Woodruff provided a CD containing background materials and studies. Mr. Archibald supported scheduling a study session on the topic. Mr. Johnson requested comparisons to the refinery area around Bellingham. Mayor Gere said she would follow up with Council. Ms. Pickett asked Ms. Woodruff to provide her contact phone number for follow up. Ms. Woodruff provided her phone number to the City Clerk.

Mayor/Council Communication and Committee Reports

Mayor Gere reminded the audience of the Free Spring Clean Up event for residents at the Operations Shop on Saturday from 9 a.m. to 1 p.m.

Ms. Lovelett reported from the Public Works Committee which met very briefly earlier in the evening for an update on the fiber optic network project, comprehensive plan language regarding water, and work with the Dept. of Ecology on the sanitary sewer inflow and infiltration reduction project.

Mr. Johnson reported that the Affordable Housing and Community Services Committee would meet Thursday, April 7 at 1:30 p.m. to discuss the symposium scheduled for April 21.

Consent Agenda

Mayor Gere removed Item H from the Consent Agenda for consideration at a future date. Mr. Johnson removed Item G from the Consent Agenda. Mr. Miller removed Item B from the Consent Agenda. Mr. Walters removed Item I from the Consent Agenda.

Mr. Johnson moved, seconded by Ms. Pickett, to approve the following Consent Agenda items. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

- a. Minutes of March 21, 2016 and March 28, 2016
- c. **Resolution 1949:** Adopting Revised City Council Procedures
- d. **Resolution 1952:** Lodging Tax Awards
- e. Accept as Complete: Q Avenue Emergency Sewer Repair (16-011-SEW-001, Welch Brothers)
- f. Grant Agreement: 2015-2017 Biennial Stormwater Capacity Grant (Dept. of Ecology)

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 79891 through 80026, total \$388,419.20
EFT numbers: 201898 through 202799, total \$1,029.81

Payroll for April 5, 2016 in the total amount of \$924,635.46
Check Numbers 41226 through 41258 in the total amount of \$30,653.61
Direct Deposit Numbers from 63175 through 63379 in the total amount of \$538,148.19
EFT Numbers from 1941 through 1946 in the total amount of \$355,833.66

- b. Approval of Claims in the amount of: \$357,466.71

Mr. Miller noted a number of Amazon purchases on the voucher list that could have been made at local businesses. He emphasized that local businesses do deliver goods quickly at good prices and that purchasing locally is consistent with several economic development goals in the city's Comprehensive Plan. Mr. Miller moved, seconded by Mr. Johnson, to approve Consent Agenda Item B. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

- g. Change Order: Overlay Infrastructure Improvements (15-005-TRN-005, Scimitar Construction)

Mr. Johnson requested more information on this item. Public Works Director Fred Buckenmeyer explained that the contract in question was for preparatory work on utilities and infrastructure prior to an asphalt overlay contract for D Avenue and 32nd Street later in the season. He said that the change order moved some sewer work and roadway patching from the overlay contract into the preparation contract to achieve greater efficiency for both contractors and better pricing. Mr. Johnson moved, seconded by Ms. Lovelett, to approve Consent Agenda Item G. Vote: Ayes – Adams, Lovelett, Archibald, Miller, Johnson, Walters and Pickett. Motion carried.

- i. Street Fair/Street Closure Applications: Anacortes Farmers Market, Shipwreck Days, Kiwanis Block Party, Anacortes Police Department Training Exercise

Mr. Walters recalled extensive discussion the prior year regarding the street closure request by the Anacortes Farmers Market and asked if progress had been made towards eliminating the closure. Planning Director Don Measamer reported that the Market and surrounding businesses had worked together during the prior market season to accommodate all parties during the weekly closure. Mr. Walters asked Police Chief Bonnie Bowers if the Police Department had concerns about the closure. He also objected that the Market was not using the full plaza area. Chief Bowers advised that closing a street always creates some vehicle/pedestrian safety risk so if the Market could fit on the plaza, the police department would prefer that but that it had worked with the street closure for many years. Ms. Lovelett spoke as a member of the Farmers Market board and explained that the Depot is often rented out for private events on Market days which precluded the Market from using or being able to count on using the entire plaza. Mr. Walters repeated his request that the Parks Director provide numbers on how often that occurred. Ms. Pickett and Mr. Adams spoke in favor of the street closure. Mr. Miller suggested perhaps addressing this request at a future meeting with more information available. Ms. Lovelett said the Market manager was present and available to speak.

Charity Payne, 1513 13th Street, manager of the Anacortes Farmers Market, confirmed that the southern part of the plaza was not available to the Market because it was often rented out for special events. She

estimated that if the Market were able to use the entire plaza reliably and did not extend into the street it would still lose at least fifteen vendor spaces, which would cost the Market approximately \$9750. She added that the Depot is already rented for a number of events for the 2016 season and that she had held off committing to additional vendors on the waiting list pending the outcome of the street closure request.

Mr. Johnson move, seconded by Mr. Adams, to approve Consent Agenda Item I. Vote: Ayes – Lovelett, Archibald, Miller, Johnson, Walters, Pickett and Adams. Motion carried.

NEW BUSINESS

Closed Record Appeal Hearing and Closed Record Hearing: 5-Lot Replat, PUD, Code Modifications, ROW Vacation & Dedication, PUD-2015-0002

Mayor Gere opened the closed record hearing on the appeals of the Planning Commission's recommendation of approval of a replat and Planned Unit Development at 12th Street and D Avenue, PUD-2015-002. The Mayor advised this was a quasi-judicial hearing before the Council which was acting as the appellant body reviewing the recommendation of the Planning Commission. She asked City Attorney Darcy Swetnam to address the hearing procedures and the standard to be used in evaluating the appeals.

Ms. Swetnam cited AMC 16.40.060(E) naming Council as the appellant body for PUDs. She asked Council to first consider the appeal, then pending that decision, possibly consider the Planning Commission recommendation on the PUD. Ms. Swetnam said that the standard of evaluation was whether the Planning Commission's Findings of Fact and Conclusions of Law were supported by substantial evidence. If so, the appeal should be denied. If not, the Council could grant the appeal or could remand the project to the Planning Commission for additional consideration of specific issues.

Mayor Gere summarized the Appearance of Fairness Doctrine. She then asked councilmembers to indicate if they had any interest in the property or the application or if they owned property within 300 feet of the subject property. All councilmembers indicated they did not. Mayor Gere asked councilmembers if they stood to gain or financially benefit as a result of the outcome of the hearing. All councilmembers indicated they did not. Mayor Gere asked councilmembers if they could hear and consider the application in a fair and objective manner. All councilmembers indicated they could. Mayor Gere asked councilmembers if they had engaged in any ex parte communication with the proponents or the opponents and if so, to disclose the substance of such communication. Ms. Lovelett disclosed an email months prior from Tim Walters and also a neighborhood letter circulated by the Lervik Engineering group but that's she'd had no direct communication with any party. Mr. Walters disclosed he had received one email which was already in the record. No other councilmembers disclosed any ex parte communication. Mayor Gere asked if anyone in the audience wished to challenge any councilmember's participation on the basis of the Appearance of Fairness Doctrine. No one present raised a challenge.

Mayor Gere invited Planning Director Don Measamer to introduce the project. Mr. Measamer shared the slide presentation included in the evening's Council packet summarizing the project, modifications proposed, existing and surrounding zoning and land uses, proposed lot density, the Tree Assessment and Preservation Plan, the right of way vacation and dedication requests, the cultural resource survey, the chronology and noticing for the application, SEPA environmental review, department and agency comments, staff recommendation, Planning Commission hearing and recommendation, and the one appeal of that recommendation filed by Marilyn Derig. Mr. Measamer added that Council had also been provided a copy of a letter received earlier in the day from Ms. Derig in response to staff's comments on the appeal and the applicant's comments on the appeal. He displayed a site map of the proposed project. He pointed out the meandering concrete pathway proposed for the 11th Street right of way and noted that the Public Works Department was concerned about the Planning Commission recommended Condition 17 that the city maintain the landscaping in that area.

Engineering Technician Steve Lange then presented the Public Works Department review of the proposed project. Referring to the slide presentation included in the record, Mr. Lange reviewed code requirements for street improvements and curb/gutter/sidewalk based on existing platting and the

applicant's proposal for an alternative that would meet Public Works and Fire Department needs for access, circulation, storm water management and utility placement. Mr. Johnson questioned why a six-foot sidewalk was chosen rather than a wider multi-use trail for the 11th Street right of way. Mr. Lange replied that wider, paved pathways resemble driving surfaces and that staff did not anticipate cyclists using this right of way. Councilmembers questioned Mr. Lange about the capacity of the bioswale proposed for the 11th Street right of way, the width and traffic circulation of the proposed paved alley, and where trash would be picked up,

At approximately 6:58 p.m. Mayor Gere opened the hearing to comment from parties of record. The mayor asked all parties of record to stand and swear to tell truth in their testimony, which they did. Mayor Gere reminded the parties to provide full names and addresses for the record, stay within the 10-minute time limit, speak only to the appeal, and submit any additional physical evidence to staff.

Mayor Gere invited the appellant to present the appeal.

Appellant Marilyn Derig, 1302 K Avenue, read from her prepared statement which had been provided to councilmembers prior to the meeting and added to the record.

Mayor Gere invited the applicant to respond to the appeal.

Applicant Susan Harris, 13837 Redtail Ridge Lane, referred councilmembers to her written rebuttal to the appeal which was already in the record. Ms. Harris stated that emergency access to Lots 3 and 4 was what drove the applicant to propose widening the alley to 20 feet. Ms. Harris said pedestrian safety had been sufficiently addressed by the meandering sidewalk proposed for the 11th Street right of way across the bioswale (Lots 3-5) and a sidewalk accessed through gates to 12th Street (Lots 1-2).

Mayor Gere asked if any other parties of record wished to address issues raised by the appellant. No one present wished to speak.

Mayor Gere offered the appellant and the applicant each five additional minutes to respond.

Ms. Derig said that the gate and the steps were new information that had been introduced and referred to in the evening's packet but had not been mentioned in the materials before the Planning Commission. She expressed concern about the wet ground and bioswale between Lots 3-5 and the sidewalk. She reiterated her concern for the safety of pedestrians who would exit homes directly into through traffic with no sidewalks.

Mayor Gere asked Mr. Measamer if the gates and the steps had previously been included in the written materials. Mr. Measamer did not recall that stairs were discussed at the Planning Commission and deferred to Ms. Swetnam as to whether this would require a remand. Ms. Swetnam said stairs were raised by staff based on discussions with the applicant in response to the appeal. She said Council could choose to remand the matter back to the Planning Commission but that it was not necessary. Ms. Derig asked for confirmation that the stairs were in response to her appeal. Ms. Swetnam said her understanding was that the idea of stairs being constructed to reach the 12th Street sidewalk was raised in response to concerns about pedestrian access raised in the appeal. Ms. Derig asked for confirmation that it was not discussed at the Planning Commission level. Ms. Swetnam confirmed.

Mayor Gere confirmed with the applicant that she had nothing further to add.

No one else wishing to speak, the mayor closed the hearing and invited Council to deliberate on the appeal and either make a decision or postpone its decision to a later date.

Councilmembers discussed private road vs. public right of way, neighborhood access via alleyways, driver behavior on paved surfaces with and without curb/gutter/sidewalk, pedestrian safety in the alley, equivalency of cul-de-sacs and alleys, home orientation (fronts facing 11th and 12th Streets), whether Council could change the lot size and whether doing so would require remand to the Planning

Commission, and whether concerns raised by the appellant could be addressed by Council in considering the application if Council were to deny the appeal.

Ms. Pickett moved, seconded by Mr. Miller, to deny the appeal. Mr. Adams reiterated his concerns about pedestrian safety in the alley and reminded that a PUD should provide community benefit. **Vote: Ayes – Archibald, Miller, Johnson, Walters and Pickett. Nays – Adams and Lovelett. Motion carried.**

Council then turned to consideration of the PUD application. Discussion continued about pedestrian safety, the open space and tree preservation aspects of the proposed project, the width of the alley and potential changes to that width. Mr. Lange pointed out the existing 16-foot wide paved alley just north of the proposed project, between 10th and 11th Streets. Mr. Johnson suggested widening the 6-foot sidewalk proposed in the 11th Street right of way, installing bollards at the end if necessary to deter motorized vehicles. Councilmembers discussed the striping in the alley; Mr. Measamer observed that the north six feet of the alley would be striped “No Parking Fire Lane Only” which could be used by pedestrians. Ms. Lovelett expressed concern about the narrower, western end of the alley adjacent to the undeveloped parcel.

Mr. Miller asked about Planning Commission recommended Condition 17 regarding city maintenance of the landscaping in the 11th Street right of way. Mr. Measamer asked Ms. Swetnam whether removing that condition would require remand of the application to the Planning Commission. Ms. Swetnam advised that the matter had been discussed at the Planning Commission open record public hearing so remand would probably not be required but cautioned that the Planning Commission recommendation followed testimony indicating that neighbors did not want to be responsible for that maintenance. Mr. Walters urged striking Condition 17.

Mr. Walters and Mr. Johnson asked if the pedestrian path in the 11th Street right of way would be lit. Mr. Lange said that had not been discussed or suggested. Mr. Walters questioned if the pedestrian path would be useful at all. Mr. Adams reiterated his position that better pedestrian access was needed than what would be provided in the alley. Ms. Pickett and Mr. Walters disagreed with that position.

Ms. Lovelett asked to table the matter for two weeks and asked staff to address concerns about who would be responsible for the 11th Street right of way pedestrian path and to re-evaluate the pedestrian safety element. Mr. Johnson asked that staff also address the utility of a 6-foot pedestrian path that is not lit. Mayor Gere summarized Council consensus to table consideration of the matter for two weeks.

At approximately 8:12 p.m. Mayor Gere called three minute break. At 8:19 p.m. the mayor called the meeting back to order.

Ordinance 2972: Amending 2016 Budget

Senior Accountant Philip Steffen presented draft Ordinance 2972 amending the 2016 budget. Mr. Steffen reviewed each line item in the amendment. Ms. Lovelett reported Public Works Committee supported for the new sewer positions.

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

Ms. Lovelett moved, seconded by Mr. Archibald, to approve **Ordinance 2972** amending the 2016 budget. **Vote: Ayes – Miller, Johnson, Walters, Pickett, Adams, Lovelett and Archibald. Motion carried.**

Interlocal Agreement: Self-Contained Breathing Apparatus Grant

Fire Chief Richard Curtis requested Council approval to enter into an interlocal agreement with Fire Districts #11 and #17 and the Town of La Conner to pursue a regional FEMA grant to replace self-contained breathing apparatus for firefighters at all four agencies. Chief Curtis reported that the City was not successful with its prior application but that results were looking very favorable in 2016, possibly sooner than expected. In response to Ms. Lovelett's question, Chief Curtis confirmed that the grant would

allow replacement of all 37 SCBAs and that the matching funds required of the City of Anacortes would be approximately \$36,600.

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

Mr. Johnson moved, seconded by Ms. Lovelett, to authorize the mayor to sign the SCBA interlocal agreement demonstrating intent to pay 10% share if awarded the grant. Vote: Ayes – Johnson, Walters, Pickett, Adams, Lovelett, Archibald and Miller. Motion carried.

2016 Comprehensive Plan Update Discussion – Transportation

Planning Manager Libby Grage reviewed the schedule for Comprehensive Plan Update review and the task for the evening.

City Engineer Eric Shjarback introduced the Transportation Element of the comprehensive plan, authored by Mr. Shjarback and consultant Transportation Solutions, Inc. (TSI). He summarized the role of the transportation element to provide a fiscally achievable realistic plan to provide the needed transportation facilities at the level of service standards adopted by Council concurrent with development and consistent with the land use element. Mr. Shjarback pointed out the element's emphasis on safety, the impact fee calculations to support needed improvements, and the travel mode prioritization list to give priority to the most vulnerable users of the street system. He then introduced Victor Salemann, principal at TSI, who reviewed a slide presentation which was added to the packet for the evening. Mr. Salemann explained the traffic forecasting model and the traffic counts, employment and population projections, and ground checking used to develop projected infrastructure needs. He described level of service (LOS) standards and the proposed LOS for Anacortes, the capital projects predicted to be necessary to maintain that LOS, and the transportation impact fees needed to fund those projects absent grants or other funding sources.

Ms. Grage then invited councilmembers to begin review of the Goals and Policies in the Transportation Element. Mr. Shjarback led the discussion, calling councilmember attention to selected policies.

Mr. Walters asked that the plan “ensure” rather than “strive to” and that “Washington State Ferries” be spelled out consistently.

Ms. Pickett asked about “grade separated intersections” referenced in Policy T-1.13. Mr. Shjarback gave an example of a potential grade separated intersection at Reservation Road and SR 20. Mr. Walters encouraged a robust frontage road system in that corridor and suggested a separate policy to do so as development occurs in that area.

Mr. Shjarback inquired if councilmembers were interested in including Policy T-1.14 calling for an Intelligent Transportation System. Mr. Johnson observed that in most cases in Anacortes there is no alternate route to redirect travelers to.

Ms. Pickett asked about Policy T-1.16 calling for an alternate route to the west end. She noted that the topography through the ACFL would be impractical and asked what other alternatives there might be. Mr. Shjarback suggested West Second Street.

Ms. Lovelett asked that a policy explicitly call for a safe way to get pedestrians to the Park and Ride from Sharpe's Corner.

Regarding the Financial policies, Mr. Walters suggested moving references to specific projects out of that section because the available funding would be used to fund projects described throughout other sections of the element.

Mr. Walters supported Policy T-1.23 calling for an annual update to the impact fees and asked how often other jurisdictions update their fees. Mr. Salemann suggested an annual CPI adjustment to the impact fees, plus adjustments if required when the capital facility plan was updated as part of the five-year

comprehensive plan update cycle. Ms. Lovelett urged specifying a means of providing for reduced impact fees for affordable housing.

Mr. Shjarback asked for councilmember feedback on Policy T-2.2 regarding travel mode prioritization. Councilmembers were supportive.

Mr. Walters questioned the term “non-threatening” in Policy T-2.3. Mr. Shjarback elaborated. Mr. Walters encouraged rewording that policy.

Mr. Walters urged striking Policy T-2.9 because it did not seem to reflect demonstrated intent. Ms. Pickett disagreed and recalled a number of developments where neighborhood connections were called for and created. Mr. Archibald agreed with Ms. Pickett and supported retaining the policy.

Ms. Lovelett requested a policy calling for a sidewalk master plan to guide future projects. Ms. Pickett proposed letting cars and pedestrians share some very low traffic streets which would decrease impervious surfaces and provide an alternative to walking next to busier streets. Mr. Walters agreed with Ms. Pickett on this point. He agreed with the need for master planning for sidewalks, noted that it related to the new LID requirements, and asked for a policy regarding this. Mr. Shjarback said he would add one if it was not already there.

Regarding Policy T-2.12 regarding signs, Ms. Lovelett praised Port Townsend’s effective wayfinding signs. Mr. Miller clarified that businesses need signage to thrive. Mr. Walters suggested, “Develop policies to reduce city sign clutter.”

Mr. Johnson noted the two-block section on West 2nd that prevents it from serving as a major cycling corridor off of Oakes Avenue. He urged moving that up the priority list. Mr. Shjarback agreed that would be good project to add to the CFP.

Regarding Policy T-2.21 supporting transportation demand management programs, Mr. Johnson asked if any such programs existed in the city currently. Ms. Pickett provided the example of the city’s AutoMagic program.

Regarding Policy T-2.26, Ms. Lovelett called for making expectations more clear for developers. Mr. Walters argued for a less specific policy and very specific development regulations.

Regarding Policy T-2.30, Mr. Johnson questioned the efficacy of supporting SKAT and suggested a stronger, “Work with SKAT to expand service and develop routes.” Mr. Walters said this needed to happen with or without SKAT. Mayor asked Mr. Shjarback to rework the language but retain the reference to SKAT. Mr. Johnson suggested possibly combining this policy with Policy T-2.27.

Given the hour, Mayor Gere suggested continuing the review of the Transportation Goals and Policies at the next meeting. Mr. Measamer, Mr. Shjarback and councilmembers concurred.

At approximately 9:45 p.m. the Anacortes City Council meeting of April 4, 2016 was adjourned.

City Council Study Session Minutes – April 11, 2016

Mayor Pro Tem Ryan Walters called to order the regularly scheduled Anacortes City Council study session of April 11, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. Mayor Gere was attending a Sister City visit to Japan.

Mr. Walters recognized the passing of citizens Don Coughlin, Hershel Janz and John Tursi. Councilmembers honored the departed citizens by sharing memories of their contributions to the community.

Mr. Walters proposed reordering the agenda items to accommodate guest speakers. No one objected.

AutoMagic Award Presentation

Ms. Pickett summarized the annual contest to encourage reducing single occupant vehicle trips and the city's carbon footprint. She presented the 2015 awards to Linda Oppe, representing Secret Harbor, winner in the commuter category, and Eric Shen, representing Transition Fidalgo & Friends, winner in the non-commuter category. Ms. Oppe advised that Secret Harbor would direct its prize to the Kids R Best Fest in July. Mr. Shen advised that Transition Fidalgo & Friends would direct its prize to public bike racks in front of local businesses.

KT Analysis Update

Planning Director Don Measamer thanked volunteer Kirk Kennedy and the City Council Planning Committee for their months of work on the retail KT analysis. Mr. Kennedy reviewed the slide presentation included in the evening's packet materials that summarized the analysis process and the resulting recommendations. He noted the divergence of opinions among participants and the community generally and cautioned that consensus is not always achievable. Councilmember discussion of the recommendations reflected that range of preferences. Mr. Adams and Mr. Johnson reminded that a significant portion of the community had expressed a desire for mid-scale retail that was not recommended by the analysis. Several councilmembers agreed with Mr. Kennedy that not all the recommendations might be realizable but the body generally expressed support of attempting to implement them. All councilmembers thanked Mr. Kennedy for his extensive effort on the project.

Mr. Walters called Council's attention to page 13 of the April 6, 2016 draft *Anacortes Retail KT Analysis Report* included in the evening's packet materials. He noted the recommendation for three new comprehensive plan policies and additional strategic plan objectives. Mr. Measamer suggested that based on councilmember response at the current meeting, the Planning Committee could finalize the report and Council could then reference that report in Goal ED-2 of the Economic Development element of the comprehensive plan. Mr. Measamer offered to have staff develop the recommendations on page 13 of the KT Analysis into goals and policies that would be reviewed in the draft comprehensive plan presented for public hearing and asked for Council direction. Councilmembers engaged in extended discussion to that end and considered a number of potential revisions and additions.

Mr. Johnson asked for a policy to incorporate strategic plan suggestion #1 regarding establishment of a Community and Business Development Office. He noted Policy ED-8.2 called for an economic development commission. Mr. Archibald also expressed support for incorporating that language.

Ms. Lovelett suggested that if Council wanted to review strategic plan suggestion #3 regarding limiting non-retail uses in the CBD, that should be explicitly addressed in the comprehensive plan. Mr. Walters agreed and asked staff to draft that language and present it for Council review before public hearing. Mr. Johnson asked for more information about the Mercer Island example. Mr. Miller and Ms. Pickett also expressed concerns about the concept. Mr. Measamer observed that the suggestion only called for exploration of the concept, not necessarily implementation. Councilmembers generally agreed to have staff draft language for consideration.

Mr. Walters confirmed with Mr. Measamer that strategic plan suggestion #4 regarding incentivizing residential and hotel development in the CBD was already in the Economic Development goals and policies.

Mr. Archibald proposed an additional goal or policy of explicitly promoting Anacortes as a “small business friendly community.” He distinguished between local businesses and small businesses. Councilmembers were generally amenable.

Mr. Johnson suggested that strategic plan suggestion #8 regarding a parking garage in the CBD should be addressed in the comprehensive plan. Mr. Miller urged expanding that policy to consider other increased parking opportunities besides just a parking garage.

Mr. Walters suggested including the last two general recommendations on page 13 of the April 6, 2016 draft *Anacortes Retail KT Analysis Report* as narrative in the Economic Development Element. No one objected.

2016 Comprehensive Plan Update Discussion - Economic Development

Councilmembers turned to consideration of the Economic Development goals and policies in the draft comprehensive plan. Mr. Walters asked councilmembers to offer any revisions they wished to see in the draft document.

Ms. Lovelett asked for elaboration in Policy ED-1.2 on how diversification would be pursued.

Mr. Measamer proposed rewording Policy ED-2.3 to read, “Encourage new businesses that provide goods not currently available within community, ~~at affordable prices~~ *consistent with the KT Analysis.*”

Ms. Lovelett requested additional language calling for the city to explore its role to provide space for incubator retail.

Mr. Archibald requested language calling for active efforts to encourage the public to gather in the CBD. Mr. Measamer observed that Goal ED-3 addressed attracting visitors year round.

Ms. Pickett requested that the language regarding housing on side streets in the CBD explicitly allow for home-based businesses on the first floor. Mr. Measamer said that the language as drafted would not prohibit that. Ms. Pickett asked that the language explicitly encourage such arrangements, to incubate small businesses affordably.

Ms. Lovelett distinguished this from her request that the city explore actually providing incubator space. Mr. Miller agreed with Ms. Lovelett and suggested the word “microenterprise”. He observed that the Port of Anacortes rents retail space at below market rates to encourage economic development.

Mr. Archibald requested that Policy ED-3.2 remove the explicit reference to the Chamber of Commerce. Councilmembers discussed this request at some length. All eventually agreed not to name any specific cooperating partners.

Ms. Lovelett requested that Policy ED-3.2 allow for multiple brand strategies or approaches to attracting tourists. Mr. Adams advised that the Tourism Promotion Strategic Planning Committee might have suggestions on that.

Mr. Archibald questioned the separate areas named in Policy ED-3.10. He preferred “Encourage tourism in downtown Anacortes.” Mr. Johnson supported that notion. After additional discussion about the appropriate degree of specificity and whether south Commercial Avenue should be included, councilmembers agreed to let staff rework that policy. Mr. Walters questioned capitalizing Downtown.

Mr. Johnson observed that Policy ED-1.5 does not specify what types of new businesses should be encouraged. Ms. Pickett spoke in support of encouraging incumbent businesses. Mr. Johnson clarified

that his request was only to address what types of new businesses would be encouraged, while still supporting existing business. Mr. Walters suggested that ED-1.5 might be broken into two policies or otherwise reworded to reflect parallel support for new and existing business.

Mr. Johnson requested that Policy ED-1.11 mention both local businesses and resources outside the region. No one objected.

Mr. Johnson noted Policy ED-2.5's focus on the CBD and encouraged addressing neighborhood businesses as well. Ms. Lovelett said work from home opportunities are addressed in Goal ED-5. Mr. Johnson said he was referring to neighborhood retail markets. Mr. Archibald urged referring to the Downtown Business District to include the CBD, south Commercial Avenue and the MJB property in ED-2.5. Mr. Walters asked staff to devise a term for that collective area. Returning to Mr. Johnson's request, Ms. Lovelett suggested, "Explore opportunities for neighborhood retail as appropriate." Ms. Pickett urged that any such retail should have access to an arterial. Mr. Walters asked staff to draft language for that.

Regarding Policy ED-3.8, Mr. Johnson suggested also calling for a small convention center and hotel. Mr. Walters agreed, preferring the term "conference center". No one objected.

Ms. Lovelett requested adding a policy to Goal ED-3 to call for exploring a city run culture and tourism office, to encourage more events. Mr. Walters wondered if that might be better addressed in the Tourism Strategic Plan. Mr. Archibald preferred including it in the comprehensive plan. Mr. Walters asked staff to add that. No one objected.

Ms. Lovelett suggested that Policy ED-3.7 reference the Transportation Element and call for a shuttle or other means of connecting ferry travelers to visit town. Mr. Walter suggested ED-3.13 might be an appropriate location.

Ms. Lovelett asked for language to address a better website in support of tourism. Councilmembers discussed the potential roles of a tourism and culture office, of a city communication specialist, and of the Chamber of Commerce. Mr. Walters suggested addressing that through the Tourism Strategic Planning exercise.

Regarding Goal ED-4, Mr. Adams urged taking a more aggressive approach to recruit job generating businesses in the LM zone on SR20. Mr. Measamer said that would fit well into an economic development strategic plan for the area.

Ms. Lovelett requested adding a policy to Goal ED-5 to state that the city would like to attract home based businesses and possibly makers spaces and artist in residency programs. Mr. Measamer asked if Policy ED-4.6 addressed that. Ms. Lovelett said that location was acceptable but asked to reference makers spaces by name. Mr. Walters said he was hesitant about home based businesses that could impact neighboring residences. He asked for more definition. Ms. Lovelett suggested tying these to transition neighborhoods. Mr. Miller said ED-4.6 was sufficient. Ms. Lovelett distinguished between home based businesses and live work spaces.

Regarding Policy ED-6.2, Mr. Walters asked if "Rosario" meant the Walla Walla College facility and suggested that be clarified.

Councilmembers had no comments on Goal ED-7.

Regarding Policy ED-8.2, Mr. Johnson asked if the "economic development commission" was intended to be a city department or appointed volunteers. Mr. Measamer explained. Mr. Johnson suggested adding definition to the policy. Mr. Walters supported a staffed city office but expressed concern that a commission of community members might be too self-interested; he asked for examples from other jurisdictions. Mr. Johnson asked if the comprehensive plan should call for a Community and Business Development Office within the city government structure. Mr. Measamer suggested borrowing some language from the KT Analysis.

At approximately 8:02 Mayor Pro-Tem Walters called a five minute break. At 8:08 p.m. Mr. Walters called the meeting back to order.

2016 Comprehensive Plan Update Discussion - Transportation (Continued)

City Engineer Eric Shjarback recalled that the goals and policies from the Transportation Element had been largely reviewed at the April 4, 2016 meeting.

Mr. Miller said he had feedback on the Air section that he would discuss with staff.

Councilmembers discussed Policy T-3.11 regarding float plane landing and received additional information from staff on currently available facilities. Ms. Lovelett said she would prefer “explore options for” instead of “encourage development of.” After some discussion, four of the seven councilmembers agreed. Mr. Walter suggested removing the reference to Cap Sante Marina, leaving “in Fidalgo Bay”.

Mr. Miller said that Policy T-3.16 supporting the Port’s strategic plan Goal #5 was too specific. He urged something broader. Mr. Walters agreed.

Councilmembers then turned to consideration of proposed transportation impact fees. Mr. Shjarback recapped Mr. Salemann’s presentation from the April 4, 2016 meeting, referencing the slides included in the packet from that meeting. He explained the proposed transportation impact fees to support capital facilities projects required to achieve existing and proposed level of service standards. Council engaged in extensive discussion of the proposed level of service (LOS) and capital projects anticipated to meet that LOS by the end of the planning horizon at projected growth.

Public Works Director Fred Buckenmeyer framed a series of decisions for Council. He asked that Council first indicate if it concurred with the proposed LOS, which was unchanged since 2004 but updated for new growth projections. Second, he asked if Council wanted to include the D Avenue and Oakes Avenue pedestrian improvements in the LOS. Finally, he asked Council to indicate what share of the capital costs to accomplish the projects required by the population projections should be covered by impact fees. Mr. Buckenmeyer reported that the Planning Commission recommended that impact fees cover the entire cost.

Councilmembers discussed alternatives to the proposed pedestrian improvements and adjusting impact fees to encourage desired uses and discourage others. Several councilmembers asked how impact fees could be adjusted so as not to discourage affordable housing. Mr. Buckenmeyer and Mr. Measamer explained that impact fees can be lower for specified projects but then have to be subsidized from other funding sources. Mr. Johnson pointed out the discussion of housing affordability on page 24 of Volume 2 of the draft comprehensive plan.

Mr. Walters observed that if impact fees were not set at a level to fund all projects required by growth, existing residents would be subsidizing new residents. Mr. Measamer acknowledged that substantial increases in impact fees would likely affect businesses and construction initially but would bring Anacortes rates more commensurate with neighboring jurisdictions. After additional discussion, councilmembers generally concurred that impact fees should be set to cover 100% of the cost of the transportation capital improvements required to maintain the existing LOS as population increased.

Mr. Walters asked staff to provide an alternative LOS option for the pedestrian improvements, perhaps sidewalks on only one side of D Avenue. Mr. Buckenmeyer added that Council could also opt to fund only the vehicle projects but not the pedestrian projects.

Medical Marijuana Stakeholder Meeting Agenda Discussion

City Attorney Darcy Swetnam requested Council feedback on the upcoming stakeholder meeting regarding medical marijuana. Referring to her slide presentation included in the evening’s packet materials, Ms. Swetnam recapped the work plan and schedule adopted by Council in February. She summarized the three primary policy questions to be addressed: whether medical marijuana cooperatives

should be prohibited in all or parts of the city, if the current 1000 foot buffers should be reduced, and if current zoning restrictions should be amended to provide better patient access to medical marijuana. Ms. Swetnam reported how neighboring jurisdictions have thus far addressed cooperatives, elaborated on questions to consider, and listed the alternative options for patients to procure medical marijuana other than through cooperatives. She illustrated the effect of 1000 vs. 500 foot buffers and discussed buffer options with councilmembers. Ms. Swetnam concluded with a discussion of considerations on improving access for patients, noting that several Planning Commissioners were concerned about ensuring adequate patient access.

Police Chief Bonnie Bowers next provided an update on marijuana in Anacortes. The Chief reported that retail and medical establishments were working well. She reported some problems with the collective gardens that were allowed prior to changes in state law, primarily code violations in neighborhoods. Chief Bowers expressed concern that because cooperatives have to be located in dwellings, they could cause negative impacts to neighbors. Chief Bowers also provided a brief report on marijuana crimes to date since the new marijuana laws went into effect. She responded to councilmember questions regarding expected changes when collective gardens are disbanded on July 1. Mr. Archibald asked if the city could limit the number of plants a cooperative could grow; Ms. Swetnam advised that the limit per patient was set by the state.

Mr. Walters suggested that the stakeholder meeting seek input on prohibiting cooperatives outright, which was his preference. Mr. Archibald disagreed. Mr. Miller agreed with Mr. Walters. Mr. Adams said he did not favor cooperatives and noted the other options now available to patients.

There being no further business, at approximately 9:35 p.m. the Anacortes City Council study session of April 11, 2016 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 April 18, 2016 City Council meeting:

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

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
203079	8/28/2015	WAMO130470	00939	FASTENAL CO	FASTENERS RESTOCK	\$26.98
203080	12/1/2015	WAMO132005	00939	FASTENAL CO	FASTENERS RESTOCK	\$6.51
202728	1/1/2016	768	02473	SKAGIT COUNCIL OF GOVERNMENTS	GROWTH MANAGEMENT ACT ADMINISTRATIVE SERVICES	\$918.21
202729	1/1/2016	845	02473	SKAGIT COUNCIL OF GOVERNMENTS	GROWTH MANAGEMENT ACT ADMINISTRATIVE SERVICES	\$221.31
203082	1/7/2016	WAMO132489	00939	FASTENAL CO	FASTENERS RESTOCK	\$135.18
203083	1/22/2016	WAMO132742	00939	FASTENAL CO	FASTENERS RESTOCK	\$24.98
202868	2/3/2016	16106238	05523	PACIFIC POWER BATTERIES	LITHIUM BATTERY FOR IT	\$20.83
202990	2/10/2016	01E73529	09898	SOFTWAREONE INC	OFFICE PRO PLUS/WINDOWS LICENSE 3RD ANNUAL PAYMENT	\$41,464.00
201138	2/12/2016	93371478	09647	INVENSYS SYSTEMS INC	FOXBORO 6" FLOW METER	\$4,993.34
203012	2/12/2016	I660571	02123	PLATT ELECTRIC SUPPLY INC	MINI LIGHT BULBS	\$44.53
203006	2/16/2016	I775616	02123	PLATT ELECTRIC SUPPLY INC	PARTS FOR DECANT METER BOX PROJECT	\$217.11
203010	2/22/2016	I828820	02123	PLATT ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES RESTOCK	\$93.99
203011	2/23/2016	I834490	02123	PLATT ELECTRIC SUPPLY INC	MINI LIGHT BULBS	\$9.37
202814	2/24/2016	52263	00592	CODE PUBLISHING INC	SKAGIT COUNTY CODE UPDATE 2016	\$19.53
201849	3/1/2016	305439	01564	LEFEBER TURF FARM	BLOCKS - CEMETERY WALL	\$83.00
202768	3/1/2016	639713	05284	GUARDIAN SECURITY SYSTEMS INC	WT PRESTON ALARM MONITORING	\$165.00
202764	3/1/2016	639714	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING; PUBLIC SAFETY BLDNG	\$165.00
202767	3/1/2016	639715	05284	GUARDIAN SECURITY SYSTEMS INC	MHC ALARM MONITORING 04/1/16 - 06/30/16	\$165.00
202741	3/1/2016	639717	05284	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING	\$165.00
202766	3/1/2016	639718	05284	GUARDIAN SECURITY SYSTEMS INC	CARNEGIE - SECURITY	\$165.00
203074	3/1/2016	639719	05284	GUARDIAN SECURITY SYSTEMS INC	FIRE ALARM MONITORING	\$96.00
202859	3/1/2016	S6-879483	05774	SEATTLE AUTOMOTIVE	PART FOR VEH #215	\$26.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
203009	3/2/2016	I900445	02123	PLATT ELECTRIC SUPPLY INC	HEAT SHRINK FOR DECANT FLOW METER WIRING	\$8.90
202879	3/7/2016	220681	01023	FRONTIER BUILDING SUPPLY	REBAR - CEMETERY WALL	\$4.73
203047	3/7/2016	547152	01765	MISTER T'S AWARDS/EMBROIDERY	UNIFORM TOPS FOR OITS	\$322.16
203089	3/8/2016	1101547	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL SERVICE AT ROCKRIDGE PUMP STATION	\$43.40
202881	3/9/2016	305459	01564	LEFEBER TURF FARM	BLOCKS FOR CEMETERY WALL	\$107.90
203048	3/9/2016	9831116	01165	HACH COMPANY	LAB SUPPLIES	\$1,363.06
202864	3/9/2016	A1082222	02405	SEBO'S DO-IT CENTER	WT PRESTON MAINTENANCE	\$3.90
202985	3/11/2016	001-329319	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #154	\$9.48
202348	3/15/2016	089343	08654	FIDALGO AUTO PARTS - NAPA	PARTS FOR VEH #511	\$9.04
203090	3/15/2016	1988503849	06718	ARAMARK	WTP LAUNDRY SERVICE	\$33.24
202740	3/16/2016	1155573	00761	DEPT OF RETIREMENT SYSTEMS	OLD AGE SURVIVOR INS, ADMIN COST 2015	\$74.30
203091	3/16/2016	405338	02488	SKAGIT CO PUBLIC WORKS DEPT	OIL DISPOSAL	\$3.75
202357	3/17/2016	16-05868	00850	EDGE ANALYTICAL INC	THICKENED SLUDGE TESTING	\$205.00
203046	3/18/2016	16000195 RI 05700	07762	I. KRUGER INC	FEBRUARY ALUM	\$9,389.87
202690	3/18/2016	93795556	10090	ARROW INTERNATIONAL	ASSORTED SIZE EZ-IO NEEDLES	\$677.13
202701	3/21/2016	089715	08654	FIDALGO AUTO PARTS - NAPA	OIL FILTER	\$7.03
202683	3/21/2016	2356690	09791	ZOLL MEDICAL CORPORATION	12-LEAD EGG CABLES	\$299.73
202752	3/21/2016	A1086062	02405	SEBO'S DO-IT CENTER	CARNEGIE MAINTENANCE	\$67.78
203072	3/22/2016	0032384-IN	02199	PUGET SAFETY EQUIPMENT	SAFETY HARNESSSES, RESPIRATOR MASKS, EYE WASH, CLEANING PADS	\$534.52
202710	3/22/2016	1098672	02681	SURETY PEST CONTROL	PEST CONTROL	\$65.10
203087	3/22/2016	1988514790	06718	ARAMARK	WTP LAUNDRY SERVICE	\$33.24
202425	3/22/2016	31419781	02381	SCIENTIFIC SUPPLY & EQUIP INC	GLOVES - MEDIUM	\$125.46
203020	3/22/2016	I4161623	01004	FOWLER COMPANY INC, H D	VALVE REPAIR KIT FOR FILTER #8 BAY DRAIN VALVE	\$340.42
202806	3/23/2016	005107060	01037	GALLS LLC	UNIFORM SHOES; OFFICER WILSON	\$118.20
202783	3/23/2016	0991725	01941	HONEY BUCKET	PORTABLE RESTROOM-MT. ERIE-INCLUDES	\$167.50
202760	3/23/2016	1433963	02519	SKAGIT PUBLISHING	AA-1433963 NOTICE OF APPLICATION SLX-2016-1001	\$175.12
203085	3/23/2016	16-06120	00850	EDGE ANALYTICAL INC	FLUORIDE SAMPLE	\$24.00

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203086	3/24/2016	0173979	00950	FIDALGO BAY COFFEE COMPANY	COFFEE - WTP	\$93.00
202807	3/24/2016	0673799-001	00306	BAYSHORE OFFICE PRODUCTS	LTAC WORKSHOP PRESENTATION	\$49.95
203049	3/24/2016	ML-16032411250	08682	CASCADE ENGINEERING SVCS INC	NIST TRACEABILITY STANDARDS	\$117.38
202863	3/24/2016	ZA16015566	04974	SENSUS USA	SENSUS SOFTWARE SUPPORT RENEWAL 1 YR ~	\$1,994.23
202795	3/25/2016	14710	06562	WESTERN SYSTEMS REFUSE &	PARTS FOR VEH #601	\$3,761.89
202755	3/25/2016	300017350	01443	KCDA PURCHASING COOPERATIVE	15 CASES PAPER FOR CITY HALL	\$606.35
203024	3/25/2016	3242831	01362	ISLAND FAMILY PHYSICIANS	BRANDON LOWRY, CDL PHYSICL EXAM	\$200.00
202889	3/25/2016	55016854	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$994.14
202775	3/25/2016	8498 30 017 0487207	04412	COMCAST	INTERNET FEE CITY HALL	\$191.12
203069	3/25/2016	WAMO133819	00939	FASTENAL CO	SAFETY SUPPLIES RESTOCK	\$234.65
202776	3/26/2016	00005W5A83136	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES FOR APD	\$14.55
202778	3/26/2016	001-330690	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #144	\$96.44
202872	3/28/2016	001-330771	02109	PISTON SERVICE OF ANACORTES	FUEL STABILIZER FOR ANTIQUE ENGINE	\$7.04
201266	3/28/2016	0498392	00932	FERGUSON ENTERPRISES, INC	PRORATED WARRANTY MXU'S, SOLE SOURCE	\$2,688.36
202890	3/28/2016	1387785	03100	WOOD'S LOGGING SUPPLY	SUCTION HOSE	\$75.95
202887	3/28/2016	1387788	03100	WOOD'S LOGGING SUPPLY	ADAPTER	\$3.94
202898	3/28/2016	206-020-3556-0892609	07909	FRONTIER	RADIO TONE LINE 1696: 3/28 - 4/27	\$62.73
202847	3/28/2016	206-188-1822-0627005	07909	FRONTIER	BUSINESS LINE/SUMMARY BILL	\$404.41
202803	3/28/2016	23006195	07351	PARTS MASTER	PART FOR WATER DEPT	\$78.10
202830	3/28/2016	253-004-9336-0614005	07909	FRONTIER	APD DS1 LINES	\$357.65
202819	3/28/2016	253-006-0176-1214945	07909	FRONTIER	T-1 POLICE/FIRE 206-1185 DS1 SPECIAL	\$369.18
202837	3/28/2016	253-009-1310-0919005	07909	FRONTIER	APD FRAME RELAY	\$84.22
202836	3/28/2016	253-011-6037-1018005	07909	FRONTIER	APD VOICE GRADE CIRCUITS; 3/28/16-4/27/16	\$40.38
202856	3/28/2016	360-293-0327-0122885	07909	FRONTIER	CITY MAIN PHONE	\$2,247.36

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202866	3/28/2016	360-293-3725-0501135	07909	FRONTIER	DEPOT PHONE (DATES OF SERVICE)	\$55.87
202823	3/28/2016	360-293-4224-1011005	07909	FRONTIER	COURT FAX MACHINE	\$61.57
202822	3/28/2016	360-293-4900-0912865	07909	FRONTIER	APD BAC LINE; 3/28/16 - 4/27/16	\$74.90
202834	3/28/2016	360-293-6955-1009035	07909	FRONTIER	AFD 293-6955 FIRE DEPT ELEVATOR PHONE	\$67.23
202900	3/28/2016	360-293-9063	07909	FRONTIER	TELEPHONE STA 3: 3/28 - 4/27	\$69.44
202820	3/28/2016	360-299-0953-1017915	07909	FRONTIER	PHONE SERVICE FOR WWTP	\$382.43
202835	3/28/2016	360-299-2484-0726025	07909	FRONTIER	PHONE SERVICE ALARM LINE	\$19.99
202821	3/28/2016	360-588-1422-0822015	07909	FRONTIER	APD BUSINESS LINE; 3/28/16 TO 4/27/16	\$286.12
202772	3/28/2016	886033/1	00021	ACE HARDWARE	BATTERIES	\$16.59
202794	3/28/2016	954552	09237	WASHINGTON TRACTOR	PART FOR VEH #709	\$5.70
202804	3/28/2016	9762886004	07342	VERIZON BUSINESS	WIRELESS CHARGES	\$8,336.39
202848	3/28/2016	S3420128.001	03896	BUILDERS' HARDWARE & SUPPLY	KEY CUTTER 2016 BUDGET ITEM	\$3,511.06
202855	3/29/2016	001-330935	02109	PISTON SERVICE OF ANACORTES	PARTS FOR STOCK SHOP	\$375.17
202790	3/29/2016	0097513	06543	PACIFIC TIRE	SERVICE ON VEH #90008	\$54.79
202789	3/29/2016	0097514	06543	PACIFIC TIRE	SERVICE ON VEH #303	\$1,427.52
202791	3/29/2016	0097517	06543	PACIFIC TIRE	TIRE FOR SHOP STOCK	\$258.67
202750	3/29/2016	0500292	00932	FERGUSON ENTERPRISES, INC	MARKING PAINT FOR UTILITY LOCATES	\$338.53
202733	3/29/2016	1130769	00999	FOSTER PEPPER PLLC	WTP LEGAL MATTER NO. 96	\$1,531.25
203077	3/29/2016	1988525704	06718	ARAMARK	WTP LAUNDRY SERVICE	\$33.24
202735	3/29/2016	223252	01023	FRONTIER BUILDING SUPPLY	JET SET CONCRETE FOR CEMETERY	\$34.69
202769	3/29/2016	918382202	02090	PETTY CASH FUND	WTP MAINTENANCE	\$3.29
202858	3/29/2016	AN 42501	00524	CENTRAL WELDING SUPPLY INC	PARTS FOR VEH #511	\$22.48
202780	3/30/2016	001-330999	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #005	\$273.51
202757	3/30/2016	040116	00955	FIDALGO CLEANING	CLEANING & SUPPLIES	\$576.00
202751	3/30/2016	0674033-001	00306	BAYSHORE OFFICE PRODUCTS	WT PRESTON PRINTING	\$296.51
202838	3/30/2016	1416982	02519	SKAGIT PUBLISHING	AA-1416982 NOTICE OF CDBG PUBLIC COMMENT PERIOD 2016/2017	\$318.40

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202839	3/30/2016	1435170	02519	SKAGIT PUBLISHING	SVH-1435170 INVITATION TO BID 2016 OVERLAY 15-005-TRN	\$195.02
202840	3/30/2016	1436168	02519	SKAGIT PUBLISHING	AA-1436168 ORDINANCE 2973 BIENNIAL BUDGET	\$43.78
202841	3/30/2016	1436188	02519	SKAGIT PUBLISHING	AA-1436188 ORDINANCE 2971 UTILITY BILLING LIENS	\$44.66
202842	3/30/2016	1436200	02519	SKAGIT PUBLISHING	AA-1436200 ORDINANCE 2969 VACATION 10TH STREET ROW	\$47.76
202843	3/30/2016	1436204	02519	SKAGIT PUBLISHING	AA-1436204 AFFORDABLE HOUSING SYMPOSIUM 4/21/16	\$75.62
202873	3/30/2016	16-05869	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING	\$129.00
202933	3/30/2016	198686	00155	ANACORTES ANIMAL HOSPITAL	RABIES VACCINATION FOR UNCLAIMED IMPOUNDED DOG TO BE RLSD TO NEW HOME	\$15.00
202892	3/30/2016	1988527032	06718	ARAMARK	STA 3 MAT SERVICE: 3/30	\$16.28
203019	3/30/2016	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS USE 3/1/16-3/29/16	\$2,398.57
203125	3/30/2016	31996	02935	WA ASSN OF BUILDING OFFICIALS	2 JOB POSTINGS, TEMP BUILDING INS & BUILDING INSP/PERMIT TECH	\$100.00
202781	3/30/2016	5038445MB	01530	LAKESIDE INDUSTRIES	DUMP FEES/CRUSHED ROCK FOR THOMPSON	\$110.89
202771	3/30/2016	918382520	02090	PETTY CASH FUND	WT PRESTON MAINTENANCE	\$2.94
202813	3/30/2016	A1089054	02405	SEBO'S DO-IT CENTER	FASTENERS - DISK GOLF KIOSK	\$6.82
202739	3/30/2016	A1089206	02405	SEBO'S DO-IT CENTER	BRISTLE BRUSH	\$6.44
202936	3/30/2016	A1089234	02405	SEBO'S DO-IT CENTER	PLUGS AND BUSHINGS	\$8.10
202748	3/30/2016	AR36032	09741	ELECTRONIC BUSINESS MACHINES	COPIES FOR WWTP	\$527.14
202852	3/30/2016	E29606	02405	SEBO'S DO-IT CENTER	PARTS FOR #11952 & #11945	\$259.07
202759	3/30/2016	REIMBURSEMENT	09143	RAY, SCOTT	K9 T-BONE GROOMING; REIMB OFC RAY	\$50.00
203023	3/30/2016	SS03202	00001	3M	SIGN MAKING MATERIAL FOR STREET DEPT	\$1,223.88
202930	3/30/2016	WAANA81655	00939	FASTENAL CO	THREADED RODS	\$87.06
202779	3/31/2016	001-331118	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #144	\$21.52
202987	3/31/2016	001-331140	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #151	\$253.98
202785	3/31/2016	001-331194	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #149	\$6.53
202786	3/31/2016	001-331209	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #151	\$139.29
202784	3/31/2016	001-331215	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #149	\$6.53
203070	3/31/2016	0032546-IN	02199	PUGET SAFETY EQUIPMENT	SAFETY HARNESS EXTENSIONS	\$370.74

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202736	3/31/2016	0174144	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR OPS/PARKS- 14LBS	\$145.37
203127	3/31/2016	10047261	10069	NAVIA BENEFIT SOLUTIONS	MARCH FLEXIBLE SPENDING PARTICIPANT FEE	\$112.05
203117	3/31/2016	111	01986	ORCA INFORMATION INC	PRE-EMPLOYMENT, KOWALSKI, MARK	\$58.00
202802	3/31/2016	122077	02280	SCOTT RICHARDS INSURANCE	COMMERCIAL CRIME INSURANCE	\$857.00
202896	3/31/2016	1988529243	06718	ARAMARK	STA 2 MAT SERVICE: 3/31	\$16.28
202761	3/31/2016	1988529248	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
202925	3/31/2016	1988529253	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$83.23
202788	3/31/2016	1988529254	06718	ARAMARK	NYLON MAT CLEANING - OPS/SHOP	\$18.60
202897	3/31/2016	1988829244	06718	ARAMARK	STA 1 MAT SERVICE: 3/31	\$16.28
202927	3/31/2016	223532	01023	FRONTIER BUILDING SUPPLY	CONCRETE SEAL AND SPRAYER	\$229.79
202745	3/31/2016	223634	01023	FRONTIER BUILDING SUPPLY	2 GAL PENOFIN AND BRISTLE BRUSHES	\$110.39
203022	3/31/2016	2252	10104	NWCW, LLC	REPAIR CRACKS IN THE WTP SAND PUMP ROOM	\$16,508.25
203014	3/31/2016	3090492832	04296	LEXISNEXIS	LEGAL ON-LINE PROGRAM: MARCH & APRIL	\$525.16
202753	3/31/2016	47	06629	BOYS & GIRLS CLUBS	TRUE-UP FOR 2015 CONTRACT	\$1,720.00
203003	3/31/2016	5038491MB	01530	LAKESIDE INDUSTRIES	ROCK FOR STREET DEPT	\$619.18
203002	3/31/2016	5038492MB	01530	LAKESIDE INDUSTRIES	DUMP FEES FOR STREET DEPT	\$95.62
203005	3/31/2016	684956	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,102.54
202765	3/31/2016	704002	08101	PUBLIC SURPLUS	PUBLIC SURPLUS AUCTION FEES MARCH	\$514.16
202738	3/31/2016	80549	03065	WHITNEY EQUIPMENT CO INC	FLYGT IMPELLER BOLT AND WASHER	\$59.03
202744	3/31/2016	808883	08818	REECE, STORMIE	15 HRS. - DEPOT CLEANING - MARCH 2016	\$330.00
202747	3/31/2016	9069889245	03120	GRAINGER	FIRE NOZZLE	\$175.23
202770	3/31/2016	918382682	02090	PETTY CASH FUND	WT PRESTON MAINTENANCE	\$3.46
203037	3/31/2016	9865322	01165	HACH COMPANY	LAB HARDNESS/ALKALINITY TITRATOR & SUPPLIES	\$6,199.98
202850	3/31/2016	A1089464	02405	SEBO'S DO-IT CENTER	PART FOR VEH #511	\$6.17
202815	3/31/2016	A1089536	02405	SEBO'S DO-IT CENTER	WEED B GONE	\$45.02
202851	3/31/2016	A1089574	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #511	\$27.09
202777	3/31/2016	B325683	02405	SEBO'S DO-IT CENTER	PART FOR STREET DEPT	\$2.60
202824	3/31/2016	CL46331	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MARCH	\$14,655.65
202782	3/31/2016	COURT & BUILDING FEE	02960	WASHINGTON STATE TREASURER	1ST QTR COURT FEES 2016	\$51,835.27
202742	3/31/2016	refund/hasty	10093	HEATHER HASTY	CANCELLED GROUP PICNIC SITE - LESS \$10	\$53.00
202656	3/31/2016	SS03203	00001	3M	SIGN MAKING MATERIAL FOR STREET DEPT	\$1,142.51
202743	3/31/2016	WTA Membership	02925	WASHINGTON TRAILS ASSOCIATION	PERIODICAL - WASHINGTON TRAILS	\$50.00

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202854	4/1/2016	001-331241	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #605	\$63.83
202853	4/1/2016	001-331304	02109	PISTON SERVICE OF ANACORTES	PART FOR #2910	\$112.27
202845	4/1/2016	10539	07114	FURLONG, BRADFORD	LEGAL SERVICES - GEMS MATTER	\$225.91
202846	4/1/2016	10540	07114	FURLONG, BRADFORD	LEGAL SERVICES: IMCO MATTER	\$99.40
203015	4/1/2016	11098A	07568	PLUMBING GUYS INC, THE	PLUMBING @ WA PARK CAMPGROUND WOMEN'S RESTROOM	\$4,499.47
202749	4/1/2016	15105	09794	INDUSTRIOUS INDUSTRIES LLC	PW SOCIAL MEDIA WEBSITE DEVELOPMENT	\$2,185.00
202871	4/1/2016	1603 209	09114	NW REAL ESTATE VALUATION, ROBERT SUTTLES, MAI	SHARPES CORNER SHORT PLAT	\$3,600.00
203092	4/1/2016	1674884-0043-0	02997	WASTE MANAGEMENT	WTP SOLID WASTE DISPOSAL - MARCH 2016	\$135.12
202929	4/1/2016	198795	00155	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MARCH 2016 IMPOUNDS	\$485.10
202831	4/1/2016	21601172	09572	QUALIFICATION TARGETS INC	TRAINING; QUALIFICATION TARGETS	\$447.61
202935	4/1/2016	2455025	02342	SAFEWAY INC	ICE FOR THE LAB	\$72.75
202950	4/1/2016	28260	05535	PROSCAPES INC	CITY HALL PARKING LOT MAINTENANCE	\$200.73
203013	4/1/2016	28325	05535	PROSCAPES INC	MONTHLY LANDSCAPE MAINTENACE THEATER	\$200.73
202800	4/1/2016	37230	09989	WAVE BUSINESS	FIBER LEASE WTP TO CITY HALL	\$303.80
202857	4/1/2016	41600181019	02909	LES SCHWAB TIRE CENTERS	PARTS FOR VEH #711A	\$82.36
202880	4/1/2016	46731	08325	VENTEK INTERNATIONAL	SERVER HOSTING APRIL 16 - WA PARK	\$45.00
203094	4/1/2016	5041382513	01299	RICOH USA, INC	PUB DEF C86086497 COPIES	\$53.61
202867	4/1/2016	530	02141	PORT OF ANACORTES	DOCK RENTAL	\$96.00
202976	4/1/2016	84105	01939	NORTHSTAR CHEMICAL	SODIUM BISULFITE 38% SOLUTION	\$300.76
202949	4/1/2016	886401/1	00021	ACE HARDWARE	ITEMS FOR USE FOR REPAIRS @ CITY HALL	\$9.73
202926	4/1/2016	886412/1	00021	ACE HARDWARE	ITEM FOR USE FOR REPAIRS @ CITY HALL	\$7.31
202874	4/1/2016	983	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
202875	4/1/2016	985	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
202876	4/1/2016	986	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
202877	4/1/2016	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
202878	4/1/2016	989	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
203000	4/1/2016	A1090067	02405	SEBO'S DO-IT CENTER	WT PRESTON MAINTENANCE	\$5.28
202844	4/1/2016	April	02496	SKAGIT COUNTY DISTRICT COURT	2ND QUARTER FOR JUDICIAL SERVICES 2016	\$14,722.00
202996	4/1/2016	I16006999	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MARCH 2016	\$265.50

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202746	4/1/2016	TB-161599981	10094	GOOD TO GO!	TOLL LANE FEES CAR CAR #014	\$16.55
202756	4/1/2016	training reimburse	04847	LUDEMANN, WILLIAM	PER DIEM FOR TRAINING 3/30 - 3/31/16	\$88.50
202931	4/1/2016	WAANA81721	00939	FASTENAL CO	5/8" X 1/2" S&D DRILL	\$34.28
202829	4/2/2016	1201774338	08590	NEWEGG BUSINESS INC	CH RASPBERRY PI 3 MODEL B	\$59.99
203018	4/2/2016	200012505505	02192	PUGET SOUND ENERGY	WTP ELECTRICITY	\$76,419.81
202816	4/2/2016	2454084	02342	SAFEWAY INC	CITIZENS ACADEMY SUPPLIES	\$36.79
202862	4/2/2016	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	\$18,050.71
203120	4/2/2016	8498 30 017 0319913	04412	COMCAST	INTERNET ACCESS - LIBRARY 4/9-5/8	\$170.70
202991	4/4/2016	0097743	06543	PACIFIC TIRE	PRODUCT FOR SHOP STOCK	\$395.60
202888	4/4/2016	1988533504	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$58.00
202937	4/4/2016	B326146	02405	SEBO'S DO-IT CENTER	QUICK LINKS, HITCH PIN, BOLTS AND	\$86.10
202870	4/4/2016	Costco & BB & Y	09510	SHEPHERD, DOUG	REIMBURSEMENT CERT TRAILER: CHAIRS,	\$71.56
202808	4/4/2016	PER DIEM REIMB	06662	SMALL, JOHN	TRAINING PER DIEM REIMB; CAPT SMALL	\$29.00
202810	4/4/2016	PER DIEM REIMB	06517	BOWERS, BONNIE W	TRAINING PER DIEM REIMB; CHIEF BOWERS	\$29.00
202805	4/4/2016	REIMB	09672	WOLFSWINKEL, KARL	CITIZEN ACADEMY SUPPLIES; REIMB TO WOLFSWINKEL	\$48.23
202928	4/4/2016	WAANA81749	00939	FASTENAL CO	HAND WASH FOAM	\$99.73
202914	4/5/2016	001-331655	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #303	\$66.08
203045	4/5/2016	0032584-IN	02199	PUGET SAFETY EQUIPMENT	SAFETY SUPPLIES RESTOCK: EYE WASH,	\$408.45
203073	4/5/2016	1988536671	06718	ARAMARK	WTP LAUNDRY SERVICE	\$33.24
203021	4/5/2016	200024889996	02192	PUGET SOUND ENERGY	INTAKE ELECTRICITY	\$356.91
202905	4/5/2016	22-K369	09558	KAUFMAN, MATT	16GB MICRO SD	\$14.75
202901	4/5/2016	A1091294	02405	SEBO'S DO-IT CENTER	PART FOR STREET DEPT	\$8.67
202912	4/5/2016	B326222	02405	SEBO'S DO-IT CENTER	PARTS FOR VEH #384	\$54.28
202999	4/5/2016	COA0416	09183	SYSTEMS DESIGN	AMBULANCE SERVICE BILLING MARCH	\$3,812.97
202869	4/5/2016	Pay Applction 2	09997	COLUMBIA PUMPING & CONST	2015 "U" DISTRICT SS LINE REHABILITATION	\$145,262.66
202983	4/6/2016	001-331676	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #023A	\$4.10
202986	4/6/2016	001-331699	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #135	\$15.49
202984	4/6/2016	001-331773	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #023A	\$6.13
202982	4/6/2016	001-331780	02109	PISTON SERVICE OF ANACORTES	PAINT FOR VEH #601	\$153.64
202882	4/6/2016	0032620-IN	02199	PUGET SAFETY EQUIPMENT	O2 SENSOR FOR CONFINED SPACE METER AND	\$101.94

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
202989	4/6/2016	090877	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #135	\$4.00
203053	4/6/2016	224316	01023	FRONTIER BUILDING SUPPLY	REBAR	\$8.57
203052	4/6/2016	288806	02549	SMILEY'S INC	PARTS FOR VEH #220	\$172.52
202969	4/6/2016	48	06629	BOYS & GIRLS CLUBS	MAR LUNCH PROGRAM SER PROVISION	\$160.00
202973	4/6/2016	539258	10092	WALTER E NELSON CO	FIRE DEPT FACILITY SUPPLIES	\$581.23
202974	4/6/2016	539259	10092	WALTER E NELSON CO	WASHINGTON PARK FACILITY SUPPLIES	\$924.88
202959	4/6/2016	539261	10092	WALTER E NELSON CO	FACILITY SUPPLIES FOR ASAC/MUSEUM/DEPOT/CITY HALL	\$1,987.17
202975	4/6/2016	539262	10092	WALTER E NELSON CO	PARKS DEPT FACILITY SUPPLIES	\$1,018.03
202902	4/6/2016	6319210	09526	MOTION & FLOW CONTROL	PART FOR SEWER JET	\$2,140.25
203054	4/7/2016	001-331821	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #220	\$21.91
203055	4/7/2016	001-331845	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #17901	\$6.25
202981	4/7/2016	1091619842	02193	FERRELLGAS	PROPANE REFILL FOR SHOP	\$191.65
203036	4/7/2016	1201783856	08590	NEWEGG BUSINESS INC	CORSAIR RMX RM850X GOLD CERTIFIED POWER SUPPLY	\$129.99
202977	4/7/2016	1988540221	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
203004	4/7/2016	1988540230	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$46.05
202994	4/7/2016	87067	05523	PACIFIC POWER BATTERIES	NM-T154FJ-9 BATTERIES	\$479.35
203051	4/8/2016	001-331998	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #825	\$66.13
203034	4/8/2016	1201786156	08590	NEWEGG BUSINESS INC	SAMSUNG 32GB EVO CLASS 10 MICRO SDHC	\$50.00
203101	4/8/2016	16-07131	00850	EDGE ANALYTICAL INC	FLUORIDE SAMPLE	\$24.00
203025	4/8/2016	220006944312	02192	PUGET SOUND ENERGY	ELECTRICITY- CASINO DR UNDER TWIN BRIDGES	\$46.46
202998	4/8/2016	Petty Cash Keri	02088	PETTY CASH FUND	REIM PETTY CASH KERI	\$85.80
203030	4/8/2016	WAANA81897	00939	FASTENAL CO	PARTS FOR WATER DEPT	\$45.07
203078	4/11/2016	300000008114	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS VAULTS & STREET LIGHTS	\$511.20
203056	4/11/2016	41600182156	02909	LES SCHWAB TIRE CENTERS	SERVICE ON VEH #010	\$15.19
203093	4/11/2016	71231	08233	NATIONAL ENVIRONMENTAL	ONLINE HAZWOPER TRAINING FOR GARY SPRAGUE	\$395.00
203081	4/11/2016	969996	09237	WASHINGTON TRACTOR	PARTS CATALOG, OPERATORS MANUAL,	\$354.81
203016	4/11/2016	April	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES APRIL 2016	\$6,000.00
203017	4/11/2016	April 2016	01511	KORTERUD, WAYNE D	INDIGENT SERVICES CONTRACT APRIL 2016	\$375.00
203029	4/11/2016	C14037873M14	10106	YOUNG, COLLEEN	REFUND AMBULANCE OVERPAYMENT	\$100.00
203033	4/11/2016	C14125471M12	10109	BROCKWAY, JOHN	REFUND AMBULANCE OVERPAYMENT	\$995.00
203031	4/11/2016	C14126671M26	10107	HEALTH CARE AUTHORITY	REFUND AMBULANCE OVERPAYMENT	\$120.42
203032	4/11/2016	C15089115	10108	WILLIAMS, DAVID	REFUND AMBULANCE OVERPAYMENT	\$84.83

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
203028	4/11/2016	C15104417	10105	BLANCHARD, CHARLOTTE	REFUND AMBULANCE OVERPAYMENT	\$213.00
203122	4/12/2016	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	UNUM LEOFF1 LONG-TERM CARE INSURANCE	\$1,898.25
203160	4/12/2016	15-054-WTR-001	00715	DAHL ELECTRIC INC	RETAINAGE RELEASE - VFDS AT WTP INTAKE PUMP STATION	\$4,162.75
203114	4/12/2016	223309	08765	A WORKSAFE SERVICE INC	PRE-PLACEMENT CDL TEST - GARY SPRAGUE	\$52.00
203075	4/12/2016	No 2	06396	CASSIDY, LOIS	BUILDING PERMIT DEPT SUPPORT	\$400.00
203123	4/12/2016	Reim	01419	JOHNSON, IVER	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE, DOS: 2/26/16	\$15.00
203076	4/12/2016	REIM	09906	EARL, ALYSHA	WTPO 3 APPLICATION AND TESTING FEES	\$185.00
203124	4/12/2016	Travel	09764	MARTIN, DAN	MILEAGE TO TRAVEL TO AND FROM TRAINING	\$18.60
203126	4/12/2016	travel	04847	LUDEMANN, WILLIAM	MILEAGE REIMBURSEMENT TO AND FROM	\$92.50
202754	4/25/2016	16-398	04253	LIFE TEK INC	CPR CLASS LIBBY G, KAITLYNN N, MICHELLE	\$300.00
202670	4/26/2016	1989	09348	ARCHIVESOCIAL	SCANNING, ARCHIVING	\$1,788.00

Total

\$502,772.51



City Council Agenda Bill

Meeting Date: 4/18/2016 **Agenda Item:** Resolution for Setting of Public Hearing Date on May 16, 2016

Subject: Jeretsky Vacation, P133010 (10th Street)

Staff Contact: 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 #1953
☐	Contract
☐	Public Hearing
☐	Staff Report

Summary Statement: Seeking approval of public hearing date of May 16, 2016 for possible city right-of-way vacation.

Background: This is standard procedure for a vacation application, to set a hearing date. More information will be sent prior to the hearing date.

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

Proposed Contract	
Contractor	n/a
Amount	n/a
Start Date	n/a
End Date	n/a

Previous Council/Committee Action: [Click here to enter text.](#)

Competing Viewpoints Considered: [Click here to enter text.](#)

Recommended Motion: I move to approve this resolution #1953

Alternative Actions: [Click here to enter text.](#)

Attachments (listed in order presented): Resolution #1953 ready to be signed

RESOLUTION NO. 1953

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION
MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN
SETTING A PUBLIC HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 requires a time to be fixed for a public hearing on said matter; now, therefore,

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

Section I. That certain petition asking for the vacation of a portion of city right-of-way fronting the property with Parcel # P133010 shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **16th day of May, 2016.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 18th day of April 2016.**

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: 4/18/2016 **Agenda Item:** Resolution for Setting of Public Hearing Date on May 16, 2016

Subject: Allen Vacation, P133009 (10th Street)

Staff Contact: 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 #1954
	Contract
	Public Hearing
	Staff Report

Summary Statement: Seeking approval of public hearing date of May 16, 2016 for possible city right-of-way vacation.

Background: This is standard procedure for a vacation application, to set a hearing date. More information will be sent prior to the hearing date.

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

Proposed Contract	
Contractor	n/a
Amount	n/a
Start Date	n/a
End Date	n/a

Previous Council/Committee Action: Click here to enter text.

Competing Viewpoints Considered: Click here to enter text.

Recommended Motion: I move to approve this resolution #1954

Alternative Actions: Click here to enter text.

Attachments (listed in order presented): Resolution #1954 ready to be signed

RESOLUTION NO. 1954

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION
MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN
SETTING A PUBLIC HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 requires a time to be fixed for a public hearing on said matter; now, therefore,

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

Section I. That certain petition asking for the vacation of a portion of city right-of-way fronting the property with Parcel # P133009 shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **16th day of May, 2016.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 18th day of April 2016.**

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: 4/18/2016 **Agenda Item:** Resolution for Setting of Public Hearing Date on May 16, 2016

Subject: Rockwood Vacation, 2203 10th Street)

Staff Contact: 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 #1955
	Contract
	Public Hearing
	Staff Report

Summary Statement: Seeking approval of public hearing date of May 16, 2016 for possible city right-of-way vacation.

Background: This is standard procedure for a vacation application, to set a hearing date. More information will be sent prior to the hearing date.

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

Proposed Contract	
Contractor	n/a
Amount	n/a
Start Date	n/a
End Date	n/a

Previous Council/Committee Action: [Click here to enter text.](#)

Competing Viewpoints Considered: [Click here to enter text.](#)

Recommended Motion: I move to approve this resolution #1955

Alternative Actions: [Click here to enter text.](#)

Attachments (listed in order presented): Resolution #1955 ready to be signed

RESOLUTION NO. 1955

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION
MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN
SETTING A PUBLIC HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 requires a time to be fixed for a public hearing on said matter; now, therefore,

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

Section I. That certain petition asking for the vacation of a portion of city right-of-way fronting the property at 2203 10th Street shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **16th day of May, 2016.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 18th day of April 2016.**

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



Public **W**orks
Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: March 8th, 2016

TO: Columbia Pumping & Construction, Inc.
Mr. Frank Long
1005 S. Maitland
Pasco, WA 99301

PROJECT: 2015 "U" District Sanitary Sewer Line Rehabilitation
Contract No. 15-042-SEW-003

Upon final inspection, the City Engineer determined this work as physically complete on

March 7th, 2016.

This does not imply acceptance of the work or that all contractor obligations under the contract have been fulfilled.

City of Anacortes
Owner

By


Jeff Beltramini, Project Manager



Planning Commission Agenda Bill

Meeting Date: 4/18/2016

Agenda Item: 5(e)

Subject: Findings of Fact, Conclusions of Law and Decision: Appeal of 5-Lot Replat, PUD, Code Modifications, ROW Vacation & Dedication, PUD-2015-0002

Staff Contact: Darcy Swetnam

Approved for Submittal to Commission by	
	Laurie Gere, Mayor
x	Don Measamer, Planning Director
x	Darcy Swetnam

Action Type	
	Ordinance
	Resolution
	Contract
x	Public Hearing
	Staff Report

Summary Statement: The City Council held a closed-record appeal hearing on the 12th & D Planned Unit Development on April 4, 2016. At the hearing, Council denied the appeal. The attached Findings of Fact, Conclusions of Law, and Decision reflect that denial.

Recommended Motion: I move that we adopt the proposed Findings of Fact, Conclusions of Law, and Decision.

Background:

On March 9, 2016, the Planning Commission held an open record hearing on a proposed 5 lot PUD on 12th Street and D Avenue. The Planning Commission adopted Findings of Fact, Conclusions of Law, and a Recommendation, recommending that the Anacortes City Council approve the applicant's project as conditioned. One party appealed that recommendation and City Council heard a closed-record appeal on April 4, 2015. Council decided to deny that appeal. The proposed Findings of Fact, Conclusions of Law, and Decision officially note that denial.

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required	
Revenue Source	

Previous Council/Committee Action: The City Council heard a closed-record appeal on April 4, 2016.

Alternative Actions: N/A

Attachments:

- Proposed Findings of Fact, Conclusions of Law, and Decision.



**CITY COUNCIL'S
FINDINGS OF FACT, CONCLUSIONS OF LAW,
& DECISION:**

CLOSED-RECORD PUBLIC

HEARING: March 4, 2016, @ 6:00 PM

PROJECT NAME: Redwood Glen PUD

FILE NUMBER: PUD-2015-0002

APPLICANT: Mark and Susan Harris
Classic Transitions, LLC
13837 Redtail Ridge Lane
Anacortes, WA 98221

LANDOWNER: Mark and Susan Harris
Classic Transitions, LLC
13837 Redtail Ridge Lane
Anacortes, WA 98221

PROJECT ENGINEER: Dave Lervik, PE
Lervik Engineering
P.O. Box 684
Anacortes, WA 98221

PROJECT SURVEYOR: Herrigstad Engineering & Surveying
4320 Whistle Lake Road
Anacortes, Washington 98221

**PROJECT
ADMINISTRATOR:** Don Measamer, Director
Planning, Community &
Economic Development
904 6th Street
Anacortes, WA 98221

PROJECT PLANNER: Kevin Cricchio, AICP
Associate Planner

City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL: Appeal of Planning Commission's recommendation of approval of a preliminary Replat, preliminary Planned Unit Development, Code Modifications, and a Right of Way Dedication and Vacation to create five (5) lots within the Residential (R2) zoning district.

PROJECT LOCATION: The subject property is located on the north side of 12th Street between "C" Avenue and "D" Avenue in a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

SUBJECT PARCEL: Parcel #: P56224

ACREAGE:
1.49 ± gross acres
0.83 ± net lot area acres (existing)
0.86 ± net lot area acres (with ROW vacation)

DENSITY:
Permitted: 4 DU/gross acre 6 DU
Proposed: 5 DU = 3.36 DU/ gross acre

CURRENT ZONING: Residential (R2) Zoning District

**COMP PLAN
DESIGNATION:** Residential (R2) Zoning District

**SURROUNDING ZONING
& LAND USES:**

Direction:	Zoning:	Present Land Use:
North:	Residential (R2)	Single-Family Residences
South:	Residential (R2)	12 th Street / SR20 & Single-Family Residences
East:	Residential Medium Density (R3)	"D" Avenue & Single-Family Residences
West:	Residential (R2)	Single-Family Residences

UTILITIES:

- **Water:** City of Anacortes
- **Sanitary Sewer:** City of Anacortes
- **Garbage:** City of Anacortes
- **Storm-water** City of Anacortes

FIRE:

- City of Anacortes

POLICE:

- City of Anacortes

THIS MATTER, having come before the City Council of the City of Anacortes on appeal of the Planning Commission's recommendation of approval of the above-referenced preliminary Replat, preliminary Planned Unit Development, Code Modifications, and Right of Way Dedication and Vacation, and the applicant, appellants, and all parties of record having had an opportunity to appear and present evidence at a closed public hearing in accordance with AMC 16.40.060(E), **NOW** the City Council of the City of Anacortes hereby adopts the following Findings of Fact, Conclusions of Law, and Decision:

FINDINGS OF FACT:

1. All facts presented in the Planning Commission's Findings of Fact, Conclusions of Law, & Recommendation dated March 15, 2016 are hereby affirmed and incorporated by reference.
2. All proper notices, including but not limited to notice of Application and Planning Commission's recommendation of approval were provided in accordance with AMC Titles 16 and 17.
3. The applicant submitted all necessary materials to support their application as required by Section 16.40.060 AMC.
4. The subject property is located in the R2 Zoning District and is 1.49 ± gross acres in area.
5. Five (5) lots were proposed as part of the subject planned unit development.
6. The Planning Commission held an open record public hearing on March 9, 2016 on the present application, where they considered the applicant's plans, technical planning assistance, viewpoints of any member of the public who wished to comment either at the hearing on in writing, and any other relevant information.
7. The City received one proper and timely appeal from Marilyn Derig.
8. The City provided proper notice of the appeals hearing.
10. Any finding of fact better deemed a conclusion of law is hereby adopted as such.

CONCLUSIONS OF LAW:

1. All parties have received proper notice of the closed record appeal.
2. All parties have had the opportunity to be heard per Chapter 16.40 AMC.
3. The present appeal was filed properly and within all required time limits.
4. City Council, in hearing the present appeal, is acting in its quasi-judicial capacity.
5. In considering the present appeal, Council considered only those assignments of error alleged by appellant and Council considered no new evidence in deciding the present appeal.
6. The Planning Commission based their *Findings of Fact, Conclusions of Law, and Recommendation* on a sufficient quantity of evidence to persuade a fair-minded person of the truth or correctness of their decision. Planning Commission's *Findings of Fact, Conclusions of Law, and Recommendation* are therefore supported by substantial evidence.
7. Any conclusion of law better deemed a finding of fact is hereby adopted as such.

DECISION:

NOW, THEREFORE, the City Council of the City of Anacortes, having heard the appeal from appellant named herein, hereby denies the appellant's appeal of the Planning Commission's recommendation that City Council approve Classic Transitions's application for preliminary Replat, preliminary Planned Unit Development, Code Modifications, and Right of Way Dedication and Vacation.

THE MOTION WAS INTRODUCED, PASSED, AND CARRIED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 18th day of April, 2016.

CITY OF ANACORTES, WASHINGTON

RYAN WALTERS, MAYOR PRO TEM

Approved as to form and legality:

ATTEST:

Darcy Swetnam, WSBA# 40530
City Attorney

Steve D. Hoglund, City Clerk Treasurer

JUDICIAL APPEAL:

Notice of Appeal of any final action taken under this title must be filed with the Superior Court and served on the city attorney for the city within twenty-one (21) days of the date on which such final action was taken. For purpose of appeals from decisions of the Anacortes City Council, the "date of final action" shall mean the date on which the city council made its decision by vote at a regular or special meeting.



City Council Agenda Bill

Meeting Date: 4/7/2016

Agenda Item: 7a

Subject: Contract for the Blue Heron Circle 3M Reservoir Project

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?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: The City is seeking City Council consent to award a contract to HDR Engineering Inc. in the amount of \$293,027.84 for the subject contract. Under this contract, a solution for the preferred water storage will be determined and the Consultant will prepare a 30% preliminary design. The City intends to continue contracting with the Consultant through construction engineering; subject to contract modifications. And to bring MWH Constructors, Inc. into the project to provide construction management services. HDR Engineering and MWH Constructors are the winning team that led the successful design and construction of the City's new Water Treatment Plant.

Background: In late 2015, the City solicited 5 consultants from the MRSC Consultant Roster and in accordance with the City's policy for selection of A&E services, requested technical proposals from each. HDR Engineering, Inc. was selected based on the evaluation criteria set forth in the solicitation process.

Budget Impact	
Amount Budgeted	\$397,250
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$293,027.84
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	HDR Engineering, Inc.
Amount	\$293,027.84
Start Date	Inception
End Date	8/30/2016

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to award a contract to HDR Engineering in the amount of \$293,027.84 for the subject project.

Alternative Actions: N/A

Attachments (listed in order presented): Contract



CONTRACT 16-039-WTR-001

**Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.**

BLUE HERON CIRCLE RESERVOIR PROJECT

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and HDR Engineering, Inc., hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional 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 will (1) assess structural conditions of the existing 3 million gallon water storage reservoir at Blue Heron Circle in Anacortes, WA, (2) propose a preferred water storage alternative, and (3) prepare 30% preliminary design documents. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference.

The work shall be performed under the direction of the City's Project Manager, Matt Reynolds who may be reached at (360) 299-1951 or mattr@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis up to a not-to-exceed price of **Two Hundred Ninety-Three Thousand Twenty-Seven Dollars and Eighty-Four Cents (\$293,027.84)**. Payment terms are set forth in Article 4, Payment Terms.

3. **Period of Performance.** The period of performance is from inception through August 30, 2016.

4. **Payment Terms.** Progress payments for work performed in Year 2016 shall be made according to Exhibit B, 2016 Labor Rate Schedule, which is hereby made a part hereof and incorporated by reference.

Other direct costs and Subconsultant costs shall be invoiced at actual 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 Subconsultant to furnish supplies or services for performance of the prime Consultant or a Subconsultant. 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.

The following subconsultants which are included in the Consultant's proposal are approved as follows:

Subconsultant	Time & Materials NTE Amount	Services
Shannon & Wilson, Inc.	\$22,499.00	Geotechnical Services (See Exhibit C*)
Pacific Surveying & Engineering Services, Inc.	\$11,420.00	Survey, Locates, & Mapping (See Exhibit D*)
Northwest Corrosion Engineering	\$ 5,000.00	Storage Tank Cathodic Protection Design Consult as Needed

* Exhibits C and D are incorporated by reference and made a part hereof.

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, reference 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 a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Original Agreement Price, Amendment Price and Current Agreement 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 elected officers, officials, and employees harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including reasonable attorney fees, to the extent caused by 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.

reasonable attorney fees, to the extent caused by 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 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.

9. General and Professional Liability Insurance. The Consultant shall secure and maintain in full force and effect during performance of any on-site work pursuant to this Agreement a policy of commercial general liability insurance providing coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury; \$1,000,000 per occurrence and aggregate for property damage; and professional liability insurance in the amount of \$1,000,000 per claim. The City shall be named as an additional insured on the General Liability Policy and shall include a provision prohibiting cancellation of said policy, except upon thirty (30) days written notice to the City. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this Agreement. Certificates of coverage shall be obtained in accordance with this provision by Consultant's sub-Consultants, first-tier and lower tier, who may contemplate working on City premise.

A. Minimum scope of insurance that shall be maintained by the Consultant is as follows:

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The Consultant shall maintain insurance limits no lower than the minimum limits listed below:

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

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

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

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII (except for Professional Liability, which shall have a rating of not less than A:V, and Workers Compensation provided by Washington State, which shall not be subject to this requirement).

E. Verification of Coverage

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

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 city 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 Mayor, 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 represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a

failure to meet the above Standard of Care 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 and fails to so cure after receiving a written notice with a reasonable opportunity to cure 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 other party.

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
denisev@cityofanacortes.org
904 6th Street
PO BOX 547
Anacortes, WA 98221

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

HDR Engineering, Inc.
Greg Pierson
500 108th Ave NE, Suite 1200
Bellevue, WA 98004
(425) 450-6288

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

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

By _____

Title _____

Date _____

Date _____

CONTRACT 16-039-WTR-001

EXHIBIT A

SCOPE OF WORK

Background

The existing 3.0 million gallon water storage reservoir located at Blue Heron Circle in Anacortes is one of the City's key water distribution system assets. The City's transmission mains terminate at the reservoir, which provides for operational, emergency, and fire storage and also provides critical pressure buffering to prevent surges from flow variations to the City's wholesale customers. This reservoir is an all steel tank that was built in the 1970s. The City initiated a structural analysis of the reservoir in 2011 but has developed serious deterioration in the roof beams and roof plate joints due to corrosion. The analysis also found that the interior and exterior coatings contain lead. Therefore, the reservoir will either need to be substantially refurbished or replaced.

The purpose of this project is to determine the most feasible, cost-effective alternative for water storage facilities at the Blue Heron Circle Reservoir site and develop a preliminary design (approximately 30%) for the selected alternative.

Scope of Services

PHASE 100 - ASSESSMENT AND PRELIMINARY DESIGN

Task 110 – Project Management and QA/QC

Objectives: Manage the project, including:

- Coordination of project staff and work activities
- Coordinate and communicate with the City
- Provide QA/QC for all deliverables
- Track and report project status and schedule
- Contract management
- Invoicing

Approach:

- Project Management:
 - Track work progress, labor effort, budget, and schedule status on a weekly basis.
 - Communicate with the City's project manager on a weekly basis or as needed on project status. Work closely with the City to identify and resolve issues or concerns with scope of services, deliverables, budget, or schedule.
- Quality Management:
 - Prepare the Quality Management Plan (QMP) that details the QA/QC procedures for all project deliverables and identifies the QC reviewers for each deliverable, the timing of QC reviews, and QC documentation.

Assumptions:

1. The duration of Phase 1 of the project will be 4 months.
2. Weekly project meetings will be held via phone.
3. Invoices will be HDR standard invoice format.

Deliverables:

1. Project scope of services, budget, and schedule.
2. Monthly progress reports and invoices.
3. Input for contract amendments, as required.

Task 120 – Determine the Preferred Water Storage Alternative**Objectives:**

- Determine the preferred alternative for permanent water storage facilities at the Blue Heron Circle site.
- Determine the materials of construction (steel or concrete) for new storage reservoir or reservoirs.

Approach:

- Review available information on the structural conditions of the existing reservoir, including the 2011 Gray & Osborne report and, if available, the construction shop drawings.
- Review the 2011 Gray & Osborne report in regards to the assumptions, recommendations, and costs for modifications / repairs to the existing reservoir.
- Update the 2011 Gray & Osborne planning level cost estimate for the identified modifications / repairs, as needed and only if it appears that some key repair elements were not considered in the 2011 report and/or if another repair approach, such as complete replacement of the roof, appears feasible.
- Review and update if necessary the storage capacity analysis from Section 6.3 of the 2011 Water System Plan to determine and/or verify the permanent storage volume requirements for the system, including operational, equalization, and fire storage volumes. Based on this analysis, establish the total storage volume needed for the permanent reservoir or reservoirs on the site.
- Identify and evaluate feasible interim water storage and supply options for their adequacy to meet key operational criteria. Use the City's hydraulic model to evaluate the impacts to pressure and fire flow conditions in the distribution system. Take into consideration the existing low pressure conditions that occasionally occur in the Whistle Lake area.

Identify and develop alternatives that meet the requirements for both permanent storage and interim (during construction) storage. It is anticipated that two basic alternatives that will be evaluated: 1) Modify / repair the existing 3 MG reservoir and build a new reservoir with approximately 1 MG capacity. The new reservoir could be either welded steel (American Water Works Association (AWWA) D-100) or pre-stressed concrete (AWWA D-110). The updated 2011 planning level cost estimate for modifying the existing reservoir will be used in the evaluation of this alternative, or 2) Build two new

reservoirs of equal size, each with approximately 1.5 MG capacity. The new reservoirs could be either welded steel or pre-stressed concrete.

- Prepare preliminary capital and life-cycle cost estimates of new reservoir(s), both for welded steel (AWWA D-100) and pre-stressed concrete construction (AWWA D-110).
- Prepare a succinct technical memorandum (TM) that summarizes the operational storage requirements; the alternatives evaluated and their associated advantages and drawbacks; and the preliminary capital and life cycle cost estimates for the two alternatives.
- Prepare for and conduct a workshop meeting with the City to review the water storage and supply considerations, feasible alternatives, materials of construction, and preliminary costs estimates for the alternatives. HDR's project manager, lead structural engineer, and hydraulic modeler will attend the workshop.

Assumptions:

1. The existing reservoir parcel is the preferred location for new and/or refurbished water storage facilities. Because of property and land use constraints adjacent to the Blue Heron Circle Reservoir, the City has indicated that all storage facilities will be located on the property parcel where the existing reservoir is located, provided that most of the trees on the site can be retained and impacts to neighbors can be minimized.
2. HDR will rely on the available existing information provided by the City to develop preliminary cost estimates for modifications to the existing reservoir. Inspections of the existing reservoir will not require that the reservoir be taken out of service.
3. A detailed structural analysis of the existing 3 MG reservoir will not be performed. The analysis and calculations performed by Gray & Osborne in 2011 are assumed to be accurate and will meet the needs for developing viable alternatives to evaluate.
4. The City's hydraulic model is adequate to perform the applicable hydraulic evaluations.
5. The City will provide specific operational storage requirements and constraints.
6. The preliminary cost estimates will be for the reservoir structures and associated yard piping only to enable relative comparisons. The estimates will be considered Class 4 per AACE guidelines. The cost estimates for reservoir structures, both steel and pre-stressed concrete, will be based on vendor quotes, recent applicable construction bid prices, and other applicable cost information.

Deliverables:

1. Materials (printed and electronic) for the storage alternatives workshop meeting and meeting notes.
2. A TM in PDF format that describes the two permanent water storage and supply alternatives; summarizes the advantages and drawbacks of the alternatives; addresses storage requirements during construction; provides the preliminary capital and life-cycle cost estimates; and includes recommendations to enable the City to make the necessary decisions.

Task 130 – Basis of Design and Cost Estimates

Objectives:

- Establish the basis of design for the selected permanent storage reservoir alternative and associated site/civil facilities.
- Prepare a preliminary opinion of probable construction cost (OPCC) for the selected storage reservoir alternative based on the basis of design.

Approach:

- Identify specific requirements and develop the basis of design for the following:
 - Temporary or permanent facilities to enable water storage and supply during modifications of the existing reservoir or construction of the new reservoir.
 - Associated site / civil facilities, including interconnecting pipes and valves, access, and landscaping.
 - The coatings and the corrosion protection system if steel tanks are part of the selected alternative.
 - Document the basis of design in a technical memorandum (TM).
- Geotechnical explorations and engineering. Shannon & Wilson will perform the geotechnical explorations and prepare a report with the geotechnical data and design recommendations. This will include the following activities:
 - Confirm subsurface utility locations and as-builts from City.
 - Explore the subsurface conditions at the site with 6 to 8 test pits excavated to depths of 3 to 8 feet with a backhoe.
 - Explore subsurface conditions at center of proposed tank site with one soil boring extending to 30 feet deep.
 - Perform Laboratory tests on the soil samples obtained. These will include natural water content and grain size distribution.
 - Perform engineering analyses to develop recommendations for foundation design, seismic design (2012 IBC), lateral earth pressures, drainage, site preparation, fill placement, excavations and wet weather earthwork
 - Prepare a draft and final geotechnical design report presenting the results of the subsurface explorations and our engineering recommendations.
- Site survey. Pacific Surveying and Engineering (PSE) will perform a comprehensive topographical survey of the reservoir parcel, structure, improvements, utilities & adjacent road frontage and prepare a base mapping for use in design development. This will include the following activities:
 - Research existing parcel boundary & easements (title guarantee & underlying documents to be provided to PSE).
 - Utilize existing published North American Datum (NAD) 83/91 (or /98 /2007) horizontal survey control & existing published North American Vertical Datum (NAVD) 88 vertical survey control in the project area.
 - Perform comprehensive sub-surface utility locates (by Applied Professional Services, Inc. as a subconsultant to PSE) over the reservoir parcel.
 - Perform comprehensive topographic surveying & mapping of the reservoir parcel, including: 1' contours, improvements, utilities (observed & as located), drainage, roadway frontages (to opposite edge of pavement).
 - Review & incorporation of existing / available reservoir & site plans / as-builts.

- Preparation of a comprehensive existing conditions basemap in both PDF & CAD (C3D) formats.
- Project management, research, layout, scheduling, PLS review & certification, & submittals.
- Prepare preliminary drawings to illustrate the basis of design. The drawing set will reflect approximately a 30% design development level and will include, at a minimum, preliminary drawings to depict the following:
 - Overall site layout
 - Reservoir structure, including the foundation, tank walls and roof
 - Reservoir process mechanical components (appurtenances), including pipe, hatches, ladders, valves and vaults
 - Temporary water storage/supply facilities
 - Construction phasing plan
 - Buried piping and valves plan
 - Access and landscaping plan
 - Process and instrumentation diagrams
 - Electrical site plan
- Prepare a preliminary opinion of probable construction cost (OPCC) for the selected storage reservoir option.
- Prepare for and conduct a workshop meeting with the City to review the basis of design, evaluate preliminary costs, and identify cost savings / value-added items prior to finalizing the preliminary design. HDR's project manager, lead structural engineer, and lead civil engineer will attend the workshop.

Assumptions:

1. The basis of design will be prepared for the preferred storage facilities option only.
2. The OPCC will be a Class 3 level estimate per AACE guidelines.
3. One basis of design workshop will be held with the City. The workshop will be 4 hours in duration. HDR's project manager, lead structural engineer, and lead civil engineer will attend. The decisions resulting from the workshop will be reflected in the final Basis of Design documents, as applicable.

Deliverables:

1. A TM that documents the Basis of Design for the selected storage reservoir option. (PDF format and 3 bound copies).
2. A final geotechnical data and design recommendations report (included in the TM)
3. Existing conditions topographic basemap in electronic format.
4. Preliminary drawings (included in the TM).
5. A preliminary OPCC of the selected storage reservoir option (included in the TM).
6. A life-cycle cost estimate of the selected storage reservoir option (included in the TM).

Task 140 – Project Report

Objective:

- Prepare the Project Report for the proposed water storage improvements for submittal to the Washington Department of Health (DOH)

Approach:

- Prepare the Project Report for the selected reservoir alternative for submittal to DOH. The Project Report will include the Basis of Design and other relevant supporting information. The Report will meet the requirements of WAC 246-290-110 and the DOH Water System Design Manual. The Report will include the preliminary drawings prepared as part of Task 130.
- Address and respond to DOH review comments for the Project Report.

Assumptions:

1. The Project Report will be completed after the City is satisfied with the Preliminary Design TM.
2. The City will submit the Project Report to DOH.

Deliverables:

1. Draft and final Project Report
2. Responses to DOH review comments in a formal letter to DOH

Task 150 – Environmental and Permitting Support

Objectives:

- Conduct an environmental review necessary for project approval.
- Prepare the SEPA documentation.
- Identify permits and approvals required for construction.

Approach:

- Conduct an environmental review of the project site and proposed activities. Conduct coordination and consultation with the applicable City departments including a pre-submittal meeting.
- Determine and prepare appropriate level State Environmental Compliance Act (SEPA) documentation based on project impacts.
- Prepare a permit matrix that identifies the required permits and approvals, submittal requirements, schedule for submittal, and processing timeline.

Assumptions:

1. The environmental review will require one site visit.
2. The SEPA will be issued by the City.

3. The permit applications for project construction will be prepared as part of Phase 2, but will not be prepared in Phase 1.

Deliverables:

1. Draft and final SEPA Environmental Checklist and Threshold Determination. (PDF format)
2. Draft and final agenda, notes, and action items for the pre-submittal meeting. (PDF format)
3. Draft and final permit matrix. (PDF format)

Schedule

The proposed schedule milestones are listed below.

Milestones	Target Date
• Select preferred water storage facilities alternative (Task 120)	May 20, 2016
• Complete Basis of Design and cost estimates (Task 140)	July 15, 2016
• Submit Project Report to DOH (Task 150)	August 10, 2016
• Phase 1 Complete	August 30, 2016

EXHIBIT B
TASK ORDER 16-039-WTR-013
BILLABLE RATE SCHEDULE

INCEPTION THRU DECEMBER 31, 2016

<u>LABOR CATEGORY</u>	<u>RATE</u>
Project Principal	\$ 236.78
Project Manager	\$ 225.62
Sr. Structural Engineer	\$ 207.69
QC Reviewer -Structural	\$ 207.69
Sr. Civil Engineer	\$ 211.84
Hydraulic Modeler	\$ 154.58
Sr. Permits Specialist	\$ 177.45
Sr. Estimator	\$ 216.31
Structural Engineer	\$ 112.62
Sr. I&C Engineer	\$ 187.52
Sr. Electrical Engineer	\$ 206.01
Corrosion Specialist	\$ 160.00
Sr. Designer - Civil	\$ 121.09
CADD Specialist	\$ 72.63
Project Controller	\$ 112.99
Project Assistant	\$ 96.74
Sr. Designer - Structural	\$ 121.09
Landscape Architect	\$ 121.32
Sr. Designer - Electrical	\$ 121.09
Permit Specialist	\$ 100.27
Environmental Scientist	\$ 120.89
Sr. GIS Analyst	\$ 123.99

Subcontracted costs shall bear a 10% mark-up and other direct costs shall be invoiced at actual costs based on the Consultant's standard accounting practices.

EXHIBIT C
CONTRACT 16-039-WTR-001

Classification	Hours	Rate	Cost
Vice President	21	\$245.00	\$5,145
Senior Engineer III	32	\$150.00	\$4,800
Senior Engineer I	60	\$120.00	\$7,200
Senior Office Services	8	\$100.00	\$800
Total Hours	121		\$17,945
Reimbursables	Quantity	Rate	Cost
Drilling & Test Pit Subcontractors			\$3,940
Geotechnical Laboratory Testing			\$359
Mileage	220	\$0.54/Mile	\$119
Photoionization Detector (PID) Rental	1	\$86/Day	\$86
Reproduction Costs	50	Lump Sum	\$50
Total Reimbursable Costs:			\$4,554
Total Shannon & Wilson, Inc. Estimated Fee			\$22,499

See page 2 for labor estimate and laboratory testing.

EXHIBIT C
CONTRACT 16-039-WTR-001

Labor Estimate (Hours)

	Task	Vice President	Senior Engineer III	Senior Engineer I	Senior Office Services	TOTAL
1.0	<i>Subsurface explorations</i>					
	Subsurface information and geology review		2			2
	Coordination and utility locate		2	8		10
	Observe and log one 30-foot-deep soil boring and one day of test pits		2	20		22
	Prepare boring and test pit logs	1	2	4	2	9
2.0	<i>Laboratory testing (also see below)</i>					
	Review samples and prepare testing program		1	2		3
3.0	<i>Engineering analyses</i>					
	Settlement and bearing capacity	1	2	4		7
	Seismic coefficients		2			
	Earth pressures		1	2		3
5.0	<i>Geotechnical report</i>					
	Prepare draft report	2	8	16	4	30
	Prepare final report	1	2	4	2	9
6.0	<i>Meetings & Project Management</i>	16	8	0		24
	Column Totals (hours)	21	32	60	8	119

Geotechnical Laboratory Testing

Test	Rate	Quantity	Subtotal
Sample containers and laboratory processing	\$37.00 /box	2 boxes	\$74
Thin-walled tube extraction	\$65.00 /tube	0 tubes	\$0
Consolidation test	\$590.00 /test	0 tests	\$0
Atterberg limits	\$175.00 /test	0 tests	\$0
Sieve analysis	\$135.00 /test	1 tests	\$135
Moisture content	\$15.00 /test	10 tests	\$150
Laboratory Subtotal			\$359

EXHIBIT D
CONTRACT 16-039-WTR-001

Greg - Our surveying, utility locates & mapping scope & fee are as follows:

Objective:

- *Generate a comprehensive existing conditions topographic survey of the reservoir parcel, structure, improvements, utilities & adjacent road frontage.*

Approach:

- *Research existing parcel boundary & easements (title guarantee & underlying documents to be provided to PSE).*
- *Utilize existing published NAD 83/91 (or /98 /2007) horizontal survey control & existing published NAVD 88 vertical survey control in the project area.*
- *Perform comprehensive sub-surface utility locates (by Applied Professional Services, Inc. – as a subconsultant to PSE) over the reservoir parcel.*
- *Perform comprehensive topographic surveying & mapping of the reservoir parcel, including: 1' contours, improvements, utilities (observed & as located), drainage, roadway frontages (to opposite edge of pavement).*
- *Review & incorporation of existing / available reservoir & site plans / as-builts.*
- *Preparation of a comprehensive existing conditions basemap in both PDF & CAD (C3D) formats.*
- *Project management, research, layout, scheduling, PLS review & certification, & submittals.*

Deliverables:

1. *Existing conditions topographic basemap in both PDF & CAD (C3D) format (assuming one submittal & one set of comments / revisions only).*
2. *CAD support files (point files, dtm surface, etransmit files, etc.).*
3. *Survey field notes (PDF formats) & corresponding site photos (JPG formats).*

Fees:

Research, setup, layout: Project Manager, 8hrs @ \$140 = \$1,120

Survey control (horizontal & vertical): 2-Person Survey Crew, 6hrs @ \$185 = \$1,110

Topographic surveying: 2-Person Survey Crew, 20hrs @ \$185 = \$3,700

Sub-surface utility locates (APS): Locator, 10hrs @ \$95 = \$950

Boundary & easement mapping: Senior CAD Technician, 6hrs @ \$110 = \$660

Existing conditions basemap drafting: Senior CAD Technician, 24hrs @ \$110 = \$2,640

PLS review & certification: Principal Land Surveyor, 4hrs @ \$155 = \$620

Project management / submittals: Principal Land Surveyor, 4 hrs @ \$155 = \$620

Total surveying fee

\$11,420

Please let me know if you have any questions. I tried to somewhat match the format of your scope document, but of course feel free to format as necessary for your submittal.

I have attached a PDF of our 2016 fee schedule for your reference, & inclusion - if necessary.

Thanks -

Adam Nelson, PLS

Capital Improvements Project Manager, Principal

anelson@psurvey.com

Pacific Surveying & Engineering, Inc.

1812 Cornwall Avenue, Bellingham, WA 98225

ph 360.671.7387 fax 360.671.4685

www.psurvey.com



PACIFIC SURVEYING & ENGINEERING SERVICES, INC.

2016 FEE SCHEDULE

OFFICE

STANDARD

Hourly

PRINCIPAL ENGINEER	\$155
SENIOR PROJECT ENGINEER	\$125
PROJECT ENGINEER	\$115
PRINCIPAL LAND SURVEYOR	\$155
SENIOR PROJECT LAND SURVEYOR	\$125
PROJECT LAND SURVEYOR	\$115
SURVEY COORDINATOR	\$95
PRINCIPAL SCIENTIST	\$155
SENIOR PROJECT SCIENTIST	\$125
PROJECT SCIENTIST	\$115
STAFF SCIENTIST	\$90
PROJECT MANAGER	\$140
SENIOR CAD / GIS TECHNICIAN	\$110
CAD / GIS TECHNICIAN	\$85
ENGINEERING TECHNICIAN	\$105
SURVEY TECHNICIAN	\$80
OFFICE / CLERICAL	\$65
EXPERT WITNESS / COURT PREPARATION & APPEARANCE	\$260

FIELD

SENIOR FIELD SCIENTIST	\$125
FIELD SCIENTIST	\$90
FIELD TECHNICIAN	\$80
CONSTRUCTION INSPECTOR	\$95
SURVEY CREW CHIEF	\$90
1-PERSON SURVEY CREW	\$135
2-PERSON SURVEY CREW	\$185
3-PERSON SURVEY CREW	\$240
HYDROGRAPHIC SURVEY CREW	\$260

OTHER

SURVEY MONUMENTS	DIRECT COSTS – PLUS 15%
PER DIEM / TRAVEL	DIRECT COSTS – PLUS 15%
REPRODUCTION / COURIER	DIRECT COSTS – PLUS 15%
SUB-CONSULTANTS	DIRECT COSTS – PLUS 15%
SIGNAGE / TRAFFIC CONTROL	DIRECT COSTS – PLUS 15%
RENTAL EQUIPMENT	DIRECT COSTS – PLUS 15%
GPS	\$200/DAY PER UNIT PLUS CREW
MILEAGE	STANDARD FEDERAL RATE

The above hourly rates are based on an eight (8) hour workday. Hours beyond eight (8) per day, as well as work performed on nights and weekends, will be billed at 1.5 times the standard hourly rate. Work performed on federal holidays will be billed at 2.0 times the standard hourly rate. For prevailing wage projects, see applicable PSE prevailing wage fee schedule (varies by County).



City Council Agenda Bill

Meeting Date: 4/18/2016

Agenda Item: 7b

Subject: Contract Award for 2016 Overlay Project

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?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: City staff seeks City Council approval to award Lakeside Industries, Inc. a contract to construct the 2016 Overlay Project in the amount of \$874,435.03.

Background: The City issued a call for bids on March 23, 2016. Bids were received on April 12, 2016 and a public bid opening was conducted. Results were as follows:

Bidder Name	Location	Bid Amount
Lakeside Industries	Anacortes, WA	\$ 874,435.03
Cemex, Inc.	Lynnwood, WA	\$1,010.326.00

Budget Impact	
Amount Budgeted	\$1,100,000.00
Budget Account (BARS)	104.720.542.30.31
Proposed Expenditure	\$875,435.03
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Lakeside Industries
Amount	\$874,435.03
Start Date	Notice to Proceed Issuance
End Date	20 Working Days

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council approve contract award to Lakeside Industries, Inc. in the amount of \$874,435.03 to construct the 2016 Overlay Project.

Alternative Actions: N/A

Attachments (listed in order presented): Contract

CONTRACT 15-005-TRN-006

THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into this ____ day of _____, 2016, between the City of Anacortes, Washington, a Municipal Corporation (hereinafter called OWNER) and _____ (hereinafter called the Contractor.)

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2016 Overlay Project, Project No. PW#15-005-TRN** in accordance with and as described in the City of Anacortes document entitled "**Plans, Specifications, and Contract Documents – 2016 Overlay Project**" which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty (20) Working** days after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled "**Plans, Specifications, and Contract Documents – 2016 Overlay Project**", and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as **Exhibit A** to this Agreement based upon the Unit

Prices shown. The total contract price is **Eight Hundred Seventy-Four Thousand Four Hundred Thirty-Five Dollars and Three Cents (\$874,435.03)**.

A. Interest:

1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2012 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
 - 1. Conformed Bid Form signed by CONTRACTOR.
 - 2. Executed Performance and Payment Bond.
 - 3. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City of Anacortes the day and year first above written.

LAKESIDE INDUSTRIES, INC.

CITY OF ANACORTES

Signature

MAYOR

Printed

Date

Title

Date

BID PROPOSAL

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: Eric Shjarback, P.E. — Assistant City Engineer

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract.

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

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

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

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Working** days after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty (20) Working** days from the date work begins, in accordance with the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the Standard Specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor

and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

The project provides for the asphalt pavement overlay within the Right-of-Way of D Avenue and 32nd Street, including but not limited to Planing Bituminous Pavement, Pavement Interlay Fabric, Roadway Excavation and Hauling, Asphalt Paving, Paint Striping, Utility Adjustments to Grade and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project is located:

- D Avenue, 17th Street to 36th Street
- 32nd Street, D Avenue to M Avenue

CITY OF ANACORTES 2016 OVERLAY PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$ <u>81,500.00</u> Per Lump Sum	\$ <u>81,500.00</u>
2	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>120,700.00</u> Per Lump Sum	\$ <u>120,700.00</u>
3	1 LS	S.P.C.G PLAN 1-07.15(1)	At \$ <u>1,000.00</u> Per Lump Sum	\$ <u>1,000.00</u>
4	48 EA	INLET PROTECTION 8-01.5	At \$ <u>68.00</u> Per Each	\$ <u>3,264.00</u>
5	51 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>55.25</u> Per Cubic Yard	\$ <u>2,817.75</u>
6	3,950 SY	3-IN DEPTH PLANING REPAIR 5-04.5	At \$ <u>3.55</u> Per Square Yard	\$ <u>14,022.50</u>
7	14,500 SY	PLANING BITUMINOUS PAVEMENT 5-04.5	At \$ <u>3.30</u> Per Square Yard	\$ <u>47,850.00</u>

CITY OF ANACORTES 2016 OVERLAY PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	234 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>42.50</u> Per Tons	\$ <u>9,945.00</u>
9	1,286 TONS	HMA CL. 3/8-inch PG64-22 5-04.5	At \$ <u>87.00</u> Per Tons	\$ <u>111,882.00</u>
10	4,700 TONS	HMA CL. 1/2-inch PG64-22 5-04.5	At \$ <u>78.25</u> Per Tons	\$ <u>367,775.00</u>
11	15,054 SY	FABRIC INTERLAYER MEMBRANE 2-12.5	At \$ <u>4.57</u> Per Square Yard	\$ <u>68,796.78</u>
12	19,020 LF	PAINT LINE, 4-INCH 8-22.5	At \$ <u>.20</u> Per Linear Foot	\$ <u>3,804.00</u>
13	2 EA	PLASTIC TRAFFIC ARROW 8-22.5	At \$ <u>275.00</u> Per Each	\$ <u>550.00</u>
14	112 SF	PLASTIC CROSSWALK LINE 8-22.5	At \$ <u>8.00</u> Per Square Foot	\$ <u>896.00</u>
15	96 LF	PLASTIC STOP LINE 8-22.5	At \$ <u>10.00</u> Per Linear Foot	\$ <u>960.00</u>
16	540 LF	PLASTIC WIDE LANE LINE 8-22.5	At \$ <u>3.30</u> Per Linear Foot	\$ <u>1,782.00</u>
17	9 EA	FLEXIBLE GUIDE POSTS 8-21.5	At \$ <u>110.00</u> Per Each	\$ <u>990.00</u>

CITY OF ANACORTES 2016 OVERLAY PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
18	6 EA	CIRCULAR FRAME AND COVER 7-05.5	At \$ <u>450.00</u> Per Each	\$ <u>2,700.00</u>
19	23 EA	ADJUST MANHOLE 7-05.5	At \$ <u>450.00</u> Per Each	\$ <u>10,350.00</u>
20	45 EA	ADJUST VALVE CASINGS TO GRADE 7-12.5	At \$ <u>350.00</u> Per Each	\$ <u>15,750.00</u>
21	19 EA	ADJUST MONUMENT CASINGS TO GRADE 8-13.5	At \$ <u>350.00</u> Per Each	\$ <u>6,650.00</u>
22	1 EA	ADJUST CATCH BASIN 7-05.5	At \$ <u>450.00</u> Per Each	\$ <u>450.00</u>
			Sub-Total base bid:	\$ <u>874,435.03</u>
			Base Bid Value Adjustment, plus or Minus	\$ <u>Ø</u>
			Total Base Bid	\$ <u>874,435.03</u>

Note:

If the bid value adjustment is used to increase or decrease the SUB-TOTAL BASE BID, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made with two working days of the bid opening.

x. <u>[Signature]</u> Signature of authorized representative	<u>4-12-16</u> Date
<u>Justin Blawie</u> Name of signer	<u>Project manager</u> Title

Proposal must be signed by an authorized representative of the firm submitting this bid.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

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

☒ Bid Bond

☐ Cashier's Check

☐ Certified Check

☐ Cash

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Name of Bidder: Lakeside Industries, Inc.
Mailing Address: P.O. Box 729
City, State, Zip: Anacortes Wa 98221
Email Address: justinb@lakesideind.com
Telephone: 360.293.2168 Fax: 360.293.9784
Contractor's State License No.: LAKEST # 274JD
City of Anacortes Business License
(Required if contract awarded) master License
UBI # 601-106-847

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

(Corporate Seal) Lakeside Industries, Inc. Project manager
Name of Bidder Title
Date 4-12-16 Signature of Bidder [Signature]
Print Name Justin Blawin

CONTRACT PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that whereas the City of Anacortes, has awarded to **Lakeside Industries, Inc.** hereinafter designated as the "Principal," a contract for construction of the project designated as **2016 Overlay Project, Project No. PW#15-005-TRN** all as hereto attached and made part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and _____ as Surety, are jointly and severally held and bound unto City of Anacortes in the penal sum of **Eight Hundred Seventy-Four Thousand Four Hundred Thirty-Five Dollars and Three Cents (\$874,435.03)** for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying of such work, on his or their part, and shall indemnify and save harmless the State of Washington, and City of Anacortes, their officers and agents; And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alteration, or additions to the terms of the Contract or the work or to the Specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 20____.

WITNESS our hands this _____ day of _____, _____

(Attorney-in-fact, Surety)

(Principal)

Name and Address Local Office of Agent

APPROVED:

City of Anacortes

Laurie Gere, Mayor

By: _____

Date: _____

Surety Bond No.

City of Anacortes Contract No.
15-005-TRN-006



City Council Agenda Bill

Meeting Date: 4/18/2016 **Agenda Item:** 7c 2016 CDBG Action Plan

Subject: Review and approve Action Plan and projects put forth for 2016/2017 CDBG funding.

Staff Contact: Don Measamer/Joann Stewart

Approved for Submittal to Council by	
X	Don Measamer, Planning Director

Action Type	
	Contract
X	Public Hearing/Public Comment Period

Summary Statement: In developing the yearly Action Plan, a public comment period is open for a 30 day period. The comment period this year began March 7, 2016 and ended April 5, 2016. The purpose of the first hearing was to provide a description of the planning process, anticipated funding, programs covered and solicit public comment on the needs and priorities of the community. The second hearing (April 18) includes consideration of any comments and concludes the work begun at the previous meeting. The Action Plan will then be adopted for submittal to HUD. Any comments made during the meetings or submitted directly to city staff during the comment period will be included in the final Action Plan. The only comments received on development of this plan included comments/discussion exchanged at the Affordable Housing & Community Services Committee meeting of March 3, 2016, and application by the Housing Authority for purchase and installation of 8 water heaters in the Harbor House. A list of the projects to go forward to HUD for funding and the projects that will not be funding are attached.

Background: The Consolidated Plan comprises the planning and application requirements for the City's Community Development Block Grant (CDBG), a program administered by HUD. The City's Planning Department undertakes the planning process for submission of its one-year Action Plan which is a component of the Consolidated Plan. The Action Plan outlines the projects that will be funded during the program year.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: None

Competing Viewpoints Considered: N/A

Recommended Motion: Approve the 2016/2017 Action Plan

Alternative Actions: None to be considered.

Attachments (listed in order presented): Proposed Projects, excerpts from Action Plan addressing projects to be funded in 2016/2016.

Click on the title to see the full: [Final Draft 2016/2017 Action Plan](#)

2016/2017 PROPOSED PROJECTS

Projects	Amount Requested	Amount Granted
Public Services – Anacortes Family Center	15% of Grant - \$13,432	\$13,432
Anacortes Housing Authority Stove/Range Purchase (50)	\$40,750	\$40,750
Anacortes Housing Authority Water Heaters Purchase (8)	\$9,600	\$9,600
Anacortes Housing Authority Asbestos Abatement Project – Harbor House	\$30,000	\$30,000 (\$10,546 2016 funding plus \$19,454 from 2015 & 2014 prior funding)
***Removal of Architectural Barriers – Sidewalk Ramp Retrofit	\$95,000	Potential \$30,000 if the Housing Authority is not able to use the funding for the asbestos project
City Hall Restroom Door Retrofit – removal of architectural barriers	\$30,000 + tax	\$-0- This project is not an eligible project according to HUD regulations
Administration	20% of Grant - \$15,224	\$15,224
TOTAL	\$194,406	\$109,006

The projects listed above were put forth for 2016/2017 funding. One project was determined not eligible for funding (the City Hall restroom door retrofit) and the sidewalk improvement project will only go forward if the Housing Authority does not utilize the funding for the asbestos abatement project.

Executive Summary

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

1. Introduction

This chapter outlines the City's one-year Action Plan for 2016-2017, which will further the goals and strategies of the Strategic Plan and is the spending plan for the City's 2016-2017 Community Development Block Grant (CDBG) funds. The activities in this plan will be accomplished with funds received during this program year under the CDBG program for meeting housing and community development objectives. The allocation for this year's funding is \$89,552. Those activities detailed in this section must meet the CDBG National Objectives as outlined in the introduction to the Strategic Plan. The Mayor of Anacortes has designated the Planning, Community & Economic Development Department responsible for the planning, development, and implementation of its CDBG Program.

2. Summarize the objectives and outcomes identified in the Plan

The goals of this plan include maintaining the existing supply of affordable rental housing and funding supportive services to help individuals and families from becoming homeless and supporting efforts to reduce poverty. 2016/2017 funding goals are listed below:

- Homelessness/assist special needs populations - Create suitable living environs - Public Service - \$13,432 (Anacortes Family Center)
- Anacortes Housing Authority – Stove/Range Purchases (50) – Harbor House, benefiting low-moderate low income persons, creating suitable living environs - \$40,750
- Anacortes Housing Authority – Water Heater Purchases (8) – Harbor House, benefiting low-moderate low income persons, creating suitable living environs - \$9,600
- Anacortes Housing Authority – Asbestos Abatement Rehab- Harbor House, continued rehab to create suitable living environments for low income persons - \$30,000 (\$10,546 from 2016 funding; \$19,554 from 2015 and 2014 funding)
- Admin/Planning - \$15,224
- *Removal of Architectural Barriers – this project will be put forth in the event the Anacortes Housing Authority does not proceed with the asbestos abatement project. This project will remove current curb cuts in sidewalk intersections between 7th and 11th Streets on M Avenue and replace them with curb cuts to effectively remove architectural barriers to mobility impaired individuals. The funding will be \$30,000 as described in the Asbestos Abatement project above.

3. Evaluation of past performance

remaining resources are directed to projects that provide safe, stable transitional and permanent housing for families and individuals in need.

A major obstacle to address underserved needs is lack of funding. AP-38 Project Summary

Project Summary Information

1	Project Name	Anacortes Family Center
	Target Area	City of Anacortes
	Goals Supported	Homelessness/Assist Special Needs Populations
	Needs Addressed	Homelessness/Assist special needs population
	Funding	CDBG: \$13,423
	Description	Public Services Allocation - Support Family Center staffing who provide case management services to homeless families staying at the shelter.
	Target Date	July 1, 2016 – June 30, 2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 200 individuals/families will be served by this funding. Beneficiaries include extremely low income and low income families that are without homes
	Location Description	Within main city limits; adjacent to services, schools and jobs.
2	Planned Activities	The Center provides housing for 60-90 days and intensive case management and life skills education to assist the household with gaining the skills and resources needed to become fully self-sufficient. In 2015, the Center provided successful transition to stable living/working environments to approximately 86% of their clients.
	Project Name	Anacortes Housing Authority – Stove/Range Purchases
	Target Area	Anacortes Housing Authority Harbor House – Census Tract 940600

	Goals Supported	benefiting low-moderate low income persons, creating suitable living environs
	Needs Addressed	Creating suitable living environments for low income public housing residents
	Funding	\$40,750
	Description	Current stoves in apartments are approximately 40 years old. New stoves include operation knobs in front of burners which will eliminate the potential for accidents when residents use the stoves, especially for residents confined to wheelchairs and have limited reach.
	Target Date	July 1, 2016 through June 30, 2017
	Estimate the number and type of families that will benefit from the proposed activities	50 extremely low to low income families will be served by this project
	Location Description	Public Housing Apartment Complex, Harbor House, 719 Q Avenue, Anacortes, WA
	Planned Activities	Purchase stoves that include knobs in front of burners to eliminate hazards caused by beneficiaries reaching over hot burners to adjust cooking temperatures. Stoves in apartments are approximately 40 years old.
3	Project Name	Anacortes Housing Authority – Harbor House Water Heater Purchase
	Target Area	Harbor House Public Housing – 719 Q Avenue, Anacortes, WA
	Goals Supported	benefiting low-moderate low income persons, creating suitable living environs
	Needs Addressed	Creating suitable living environments for low income persons in public housing
	Funding	\$9,600
	Description	Remove 8 deteriorated water heaters and replace with new water heaters
	Target Date	July 1, 2016 through June 30, 2017

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 water heaters in 50 unit complex are deteriorated and in need of replacement. This will benefit 8 families
	Location Description	Harbor House Public Housing, 719 Q Avenue, Anacortes, WA
	Planned Activities	Remove deteriorated water heaters and replace with new water heaters
4	Project Name	Anacortes Housing Authority Asbestos Abatement Project – Harbor House
	Target Area	Harbor House Public Housing, 719 Q Avenue, Anacortes, WA
	Goals Supported	Rehab to create suitable living environments for low income persons
	Needs Addressed	Benefiting extremely low to low income families in housing rehabilitation
	Funding	\$30,000 (\$10,546 2016 funding plus \$19,454 from 2015 & 2014 prior funding)
	Description	Removal of asbestos flooring and installation of environmentally safe flooring
	Target Date	July 1, 2016 through June 30, 2017
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 families will benefit from this project
	Location Description	Anacortes Housing Authority Public Housing – Harbor House
	Planned Activities	Removal of worn asbestos tiles and replacement with environmentally safe flooring in apartments.
5	Project Name	City of Anacortes Administration
	Target Area	City Jurisdiction

	Goals Supported	Homelessness/Assist Special Needs Populations Increase affordable housing supply Preservation
	Needs Addressed	Administration & Planning
	Funding	CDBG \$15,224
	Description	General administration of CDBG program
	Target Dates	July 1, 2016 – June 30, 2017
	Estimate the number and type of families that will benefit from the proposed activities	Presumed Benefit
	Location description	City of Anacortes
	Planned Activities	Implementation of this consolidated plan requires certain administrative and planning activities including the development of the plan, environmental review of projects, subrecipient monitoring, development of fair housing information, and other activities required by law
*	*Alternate Project	Potential Project – Removal of Architectural Barriers – Sidewalk Ramp Retrofit City of Anacortes
	Target Area	City of Anacortes
	Goals Supported	Removal of Architectural Barriers to mobility impaired individuals
	Needs Addressed	Allow access to various businesses, shopping, entertainment, services to the mobility impaired population
	Funding	Potentially \$30,000

Description	This project will be funded if the Housing Authority Asbestos Abatement project is not funded. The project will consist of removing existing curbs that do not meet current standards for the removal of architectural barriers to disabled individuals. This will occur in various sidewalks located along M Avenue between 7th and 11th Streets. The new ramps will be installed that are up to date in barrier removal.
Target Dates	July 1, 2016 through June 30, 2017
Estimate the number and type of families that will benefit from the proposed activities	Presumed benefit
Location Description	Core areas of Anacortes adjacent to businesses, services, entertainment, etc.
Planned Activities	Removal of existing sidewalk curbs and installation of approved sidewalk ramps to eliminate architectural barriers.



City Council Agenda Bill

Meeting Date: 4/18/2016 **Agenda Item:** 7d

Subject: 2016 Comprehensive Plan Update Review – Capital Facilities; Utilities; Parks, Recreation & Open Space; Environment & Conservation Elements discussion

Staff Contact: Libby Grage, Planning Manager

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Don Measamer, PCED Director

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

Summary Statement: The purpose of the meeting is to discuss the following elements of the Draft 2016 Comprehensive Plan: Capital Facilities; Utilities; Parks, Recreation & Open Space; and Environment & Conservation.

Background: The City is conducting a periodic update of its Comprehensive Plan as required by the Growth Management Act.

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: City Council has been continually updated and involved in the update process over the last few years.

Competing Viewpoints Considered: A matrix of public comments and staff responses regarding the above-referenced elements is attached.

Recommended Motion: N/A – discussion only.

Alternative Actions: N/A

Attachments (listed in order presented):

[Draft 2016 Comprehensive Plan:](#) Capital Facilities; Utilities; Parks, Recreation & Open Space; Environment & Conservation Elements - (hard copies of the full plan previously provided)

[Draft Sustainable Water Goal and Policies – Proposal from CC PW Committee](#)

[Public Comments/responses on 1st Draft](#)

DRAFT

City Council Public Works Committee Proposal – Sustainable Water Policy

Volume 1 Goals and Policies

- Goal U-8. Sustainable Water Policy. Ensure availability of water for future generations.
- Policy U-8.1. In future updates to the City’s Water System Plan, the City should plan for future use of its water right to support, in descending order of priority, (1) the City’s existing retail and wholesale customers at reasonable trendline projections from their existing committed volumes; (2) future residential users in the service area; (3) reasonable expectations of agricultural users in the service area; and (4) future commercial users in service area.
- Policy U-8.2. In future updates to the City’s Water System Plan, the City should examine the demand forecast of the “future industrial block” to align with priorities set out in policy 8.1.
- Policy U-8.3. In future updates to the City’s Water System Plan, the City should examine the “future ag block” demand forecast as needed to plan for a more accurate and reasonable forecast based on predicted future climate conditions and demand.
- Policy U-8.4. The City must encourage and support timely updates to the Skagit County Coordinated Water System Plan that reflect current water law including the instream flow rule, supply restrictions, predicted climate models, and a 50-year demand forecast, facilitating timely infrastructure planning to jointly, with Skagit PUD, supply water to current and future users in the Skagit Basin.
- Policy U-8.5. The City should work with Skagit PUD to explore coordinated solutions to regional problems, and explore changes to the City’s and Skagit PUD’s service areas to align those service areas with reasonable geographic and political boundaries.
- Policy U-8.6. The City should explore options to increase drought tolerance, e.g., water storage.
- Policy U-8.7. The City must not sell or lease its water rights to industrial or commercial water resellers, other than agricultural users.

Volume 2 Background Information

Water The City of Anacortes owns and operates its water system and provides water to customers in its retail service area and also wholesales water to several water systems in Skagit and Island counties, some of which then wholesale the Anacortes water to other water systems.

INVENTORY The Anacortes water system service area covers the majority of Fidalgo Island, a portion of the western Skagit County mainland, and a portion of Whidbey Island. Areas served include the City of Anacortes; the City of Oak Harbor, including NAS Whidbey; the Town of La Conner, including Shelter

Bay; the Swinomish Tribal Community; and the Del Mar development. The service area boundary was established in the 2000 Skagit County Coordinated Water System Plan (CWSP). The water source for the system is the Skagit River. The City owns and operates a regional water treatment plant located at 14489 Riverbend Road near Mount Vernon, on the east bank of the Skagit River. The original plant was constructed and placed in operation in 1971; construction of the new 55,697 sq. ft. facility (40,010 sq. ft. occupied, 15,687 sq. ft. unoccupied) was completed in 2013.

The waters of Washington State collectively belong to the public and cannot be owned by any one individual or group. Instead, individuals or groups may be granted rights to them. A water right is a legal authorization to use a predefined quantity of public water for a designated purpose. Anacortes currently holds three water right certificates whose total uninterruptable maximum instantaneous quantity of primary rights equals 57.53 million gallons per day (mgd) – 54.94 mgd from the Skagit River and 2.59 mgd from Lake Campbell. The Skagit River water rights were documented as part of the 1996 Memorandum of Agreement (MOA). The signators of the MOA agreed not to challenge the water rights captured in the agreement for a 50-year period from the date of signing.

Anacortes separates its water system infrastructure into two categories: regional and retail. The regional system is comprised of the water source facilities, the Water Treatment Plant, transmission pipelines, and associated valves and wholesale supply interties. The retail system includes storage facilities, pump stations, distribution piping, emergency interties, and pressure reducing valves.

Public Comments on 1st Draft – 2016 Comprehensive Plan Capital Facilities & Utilities Elements

Approximately 110 public comment letters were received from October 27, 2015 through February 10, 2016 regarding the First Draft of the 2016 Comprehensive Plan. Copies of the original letters are available here: http://www.cityofanacortes.org/public_comments.php.
The following is a summary of comments, concerns and suggested changes along with staff responses.

#	From	Comment(s) Summary	Staff Response	Action Taken
N/A	Council Public Works Committee	Add Sustainable Water Policy goal and policies to Utilities Element.	See Exhibit 131. Will need to add Council-directed language into the plan.	None, yet.
110	Buckenmeyer	Proposed Comp Plan Water Element Goals and Policies	Superseded by Public Works Committee recommendation, see above.	None.
118	Lauridsen	Water, sewer, storm and transportation, all of the City's infrastructure planning must be developed to show consistency in the level of housing growth envisioned in the draft.	All infrastructure planning documents have been or will be updated in the near future to use consistent growth projections.	None.
129	Evergreen Islands	Safeguard Our Water 2016 Comp Plan Amendment – request to include EI draft in Comp Plan	Comments noted. The Public Works Committee draft language has been updated. See Exhibit 131	None.
130	Huffman	All underground distribution lines should be placed in proper conduit.	Comment noted.	None.
135	Richardson	These comments include extensive suggested changes in track change format throughout the entire Volume 1 document. Many of the proposed changes are format and grammar-related, suggestions to wording to improve clarity, and other recommendations intended to better convey the intent of various goals/policies.	Due to the amount of proposed changes and limitations on resources, staff was not able list each and provide a response here. Many of the suggested changes were made.	Various changes made throughout the document.
136	Barnes	The assumptions of growth in the Anacortes 2015 Wastewater Comprehensive Plan conflict with and understate the preferred growth numbers in the draft 2016 Comp Plan.	20-year growth projections used for the wastewater comp plan are consistent with the growth allocations adopted by GMASC and endorsed by City Council.	None.
137	Evergreen Islands	Comments re: Public Works Committee draft language on water planning	Comments noted. The Public Works Committee draft language been updated. See Exhibit __.	None.
142	Pickett	Comments re: City cooperation with PUD, other entities in water use/planning and priority obligations	Comments noted.	None.

#	From	Comment(s) Summary	Staff Response	Action Taken
186	Guterbock	Suggested new policy regarding requiring utility providers to install conduit suitable for future fiber whenever streets are reconstructed, etc.	A policy regarding this could be added if directed by Council. Potential language: "Develop regulations requiring installation of conduit for potential future high-speed telecommunication services when certain work within right-of-way is proposed."	None, yet.

Public Comments on 1st Draft – 2016 Comprehensive Plan Environment & Conservation Element

Approximately 110 public comment letters were received from October 27, 2015 through February 10, 2016 regarding the First Draft of the 2016 Comprehensive Plan. Copies of the original letters are available here: http://www.cityofanacortes.org/public_comments.php.
The following is a summary of comments, concerns and suggested changes along with staff responses.

#	From	Comment(s) Summary	Staff Response	Action Taken
	Staff	Add a Best Available Science Policy	Example: "Use the best available science to preserve or enhance the function and values of critical areas through regulations, programs and incentives."	Suggest adding.
91	Adams	The phrase "reasonable and appropriate" as used in Goal EC-2 is wide open to interpretation. Additional concerns about phrasing in this section.	Revisions were made to this goal and associated policies to better reflect their intent.	Revisions made.
91	Adams	Need to address preparation for increasing frequency and strength of storms, long-term power outages associated with climate change; develop plans for water provision during and after emergencies.	Several existing proposed policies address natural hazard preparedness and planning for climate change, including Goals EC-3 and EC-13 and associated policies and LU-8.5. The City of Anacortes Natural Hazard Mitigation Plan was last updated in 2014 and is part of the Skagit County 2014 Natural Hazards Mitigation Plan. It identifies potential natural hazards and mitigation strategies and projects. The City has also developed Emergency Response Plan and Water Shortage Response Plan, which address supplying a safe and adequate water supply during adverse events such as drought or an emergency.	None.
91	Adams	Would like to see stronger policies regarding vegetation retention.	Several existing draft policies address vegetation retention including EC-3.3, EC-6.4, EC-7 and associated policies. Existing development regulations in the SMP and AMC governing clearing, grading, subdivision and tree preservation also provide standards for vegetation retention.	None.
91	Adams	In EC-4.7 regarding proper use and maintenance of existing septic systems and connection to sanitary sewer whenever possible – change "encourage" to "require".	Agree.	Change made.

#	From	Comment(s) Summary	Staff Response	Action Taken
91	Adams	In EC-9.1 regarding compliance with federal and state air pollution control laws – change “promote” to “require”.	Enforcement of federal and state air pollution control laws is by the Northwest Clean Air Agency and the Environment Protection Agency.	None.
91	Adams	Proposed additional policies under EC-12 regarding a resilient local food system.	Changes proposed to EC-12.	See EC-12.4 & EC-12.5.
91	Adams	Climate change – Great to see this in here. Kudos!	Comment noted.	None.
92	Woodruff	Anacortes is a laggard re: environmental stewardship: Port allows OGV to idle @ Port, spewing diesel exhaust into the air we breathe. Recently, diesel exhaust was named a “known carcinogen”. City allows refineries to spew hazardous chemicals unlawfully.	Comment noted – the NWCAA and EPA are responsible for administration and enforcement of air pollution laws.	None.
93	Hegg	Concern about sea level rise impacts in area near San Juan Passage	Policies LU-8.5 and CF-7.9 direct consideration of climate change, including sea-level rise, into consideration in planning activities. Updates to the Shoreline Master Program, required to be completed by 2020, will include discussion, goals, and policies about sea level rise planning.	None.
93	Hegg	Has there been air quality testing near Portalis?	This comment was referred to NWCAA.	None.
96		Addressing stormwater issues and protecting homes from water damage should be a priority.	The City’s standards require development to meet the current Department of Ecology Surface Water Design Manual and Surface Water Management/ Comprehensive Plan adopted by the City.	None.
102	Bergner	Change EC-1.2 to add reference to WDFW’s Backyard Wildlife Sanctuary Program.	Change proposed in EC-1.2 per comment.	Change made.
118	Lauridsen	Element ignores the potential for un-natural hazards associated with the two refineries on March Point and the potential for their expansion to serve as export terminals for Bakken crude oil. Industrial uses at March Point are conditioned upon not inflicting a nuisance on neighboring districts as well as the health, welfare and safety of persons occupying or visiting March Point or adjacent districts. The plan should incorporate an objective to exercise more local control of these hazards.	Comments noted.	None.
118	Lauridsen	Plan needs to address the future of the refineries. Will demand for refined crude oil products disappear just as forest products disappeared? Probably so. Let’s address this in some direct and forthright manner.	Comments noted.	None.

#	From	Comment(s) Summary	Staff Response	Action Taken
119	Lavender	Various written comments suggesting clarifications and changes to EC-2.3, EC-2.6, EC-3.7, EC-4.6, EC-5.3, EC-7, etc.	Various changes made in spirit of comments.	Various changes made.
119	Lavender	Proposed new policies under EC-10 – Noise regarding development of regs to protect wildlife / pets from noise levels considered harmful and prohibiting gunfire or explosions.	In staff's opinion, Policy EC-10.1 adequately covers these issues. Discharge of a firearm without lawful authority or causing an explosion in city limits is already prohibited by the AMC.	None.
135	Richardson	These comments include extensive suggested changes in track change format throughout the entire Volume 1 document. Many of the proposed changes are format and grammar-related, suggestions to wording to improve clarity, and other recommendations intended to better convey the intent of various goals/policies.	Due to the amount of proposed changes and limitations on resources, staff was not able list each and provide a response here. Many of the suggested changes were made.	Various changes made throughout the document.
186	Guterbock	Proposed new policy regarding a program to aid low-income homeowners to improve energy efficiency of older homes	LU-4.3 includes language about exploring incentives to residents that improve building energy performance and/or incorporate onsite renewable energy.	None.

Public Comments on 1st Draft – 2016 Comprehensive Plan Parks, Recreation & Open Space Element

Approximately 110 public comment letters were received from October 27, 2015 through February 10, 2016 regarding the First Draft of the 2016 Comprehensive Plan. Copies of the original letters are available here: http://www.cityofanacortes.org/public_comments.php.

The following is a summary of comments, concerns and suggested changes along with staff responses.

#	From	Comment(s) Summary	Staff Response	Action Taken
89	Stark	Element should include development of a Teen/Community Center that will focus on the arts	Policy PR-1.10 discusses exploring options for potential development of a community center.	PR-1.10 added.
90	Franz /Kulshan	Various suggestions to add language about low impact development	Changes made to various sections.	Various changes made.
94	Wetcher	Plan needs a unifying goal about open space connectivity to further forward and parkland acquisition, non-motorized transportation, environmental management and Shoreline Master Plan.	Goal PR-9 and associated policies discuss establishment and acquisition of a network and open space and public access corridors.	None.
104	Evergreen Islands	All future lands included in the ACFL must be protected by conservation easements	Changes were made per the Parks Department recommendation (see #173 below).	See PR-8.5, 8.6 and 8.7. Removed PR-7.6.
135	Richardson	These comments include extensive suggested changes in track change format throughout the entire Volume 1 document. Many of the proposed changes are format and grammar-related, suggestions to wording to improve clarity, and other recommendations intended to better convey the intent of various goals/policies.	Due to the amount of proposed changes and limitations on resources, staff was not able list each and provide a response here. Many of the suggested changes were made.	Various changes made throughout the document.
173	Robinson	Comments/suggestions on wording for PR-8.5 and PR-7.6 regarding the Conservation Easement program.	Made changes per Parks Department recommendation.	See PR-8.5, 8.6 and 8.7. Removed PR-7.6.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 25, 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.

April 25, 2016

- Open Streets 2016 Presentation, Update, and Discussion
- Oakes Avenue 30 MPH Discussion

May 2, 2016

- Ordinance 2974: Minnesota Avenue ROW Vacation (Discussion/Possible Action)
- Final Plat Approval: Leeward Landing PUD, PUD-2014-0001 (Discussion/Possible Action)

May 9, 2016

- Historic Preservation Board Update

May 16, 2016

- Public Hearing: 2016 Comprehensive Plan Update
- Public Hearing: Jeretzky, Allen and Rockwood Right of Way Vacations

May 23, 2016

Special Meeting: Community Budget Open House, City Council Chambers, Prior to Regular Meeting

- Skagit Community Action Update
- Marine Tech Schools Update
- 2016 Comprehensive Plan Discussion - Review of Final Plan; Adopting Ordinance Review

Tuesday, May 24, 2016

Special Meeting: City Council Budget Planning Session

June 6, 2016

- Possible Title 6 Updates Discussion

June 13, 2016

- WSDOT 2017 SR 20 Spur Overlay Project Presentation and Discussion

June 20, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Apr 18, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Public Safety, Monday, Apr 18, 2016, 4:00 AM, Main Floor Conference Room (Parks Office)
- CANCELLED: Tourism Promotion & Strategic Planning , Thursday, Apr 21, 2016, 4:30 PM, Anacortes Public Library
- Planning, Monday, Apr 25, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Apr 27, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, May 2, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Housing Affordability & Community Services, Thursday, May 5, 2016, 1:30 PM, Main Floor Conference Room (Parks Office)
- Planning, Monday, May 9, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, May 11, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue