

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



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

February 1, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Hearings**
4. **Mayor/Council Communication and Committee Reports**
 - a. Skagit Valley Tulip Festival Presentation
 - b. Committee Reports: Finance, Planning, Public Works, Personnel
5. **Consent Agenda (Action)**
 - a. Minutes of January 19, 2016 and January 25, 2016
 - b. Approval of Claims in the amount of: \$711,190.25
 - c. Resolution 1942: Establishing a Public Hearing Date of March 7, 2016 regarding Martin Vacation
 - d. Interlocal Reciprocal Borrowing Agreement with Central Skagit Rural Partial County Library District
 - e. Contract Award: 3-Year Annual Maintenance for HVAC Mechanical Equipment (Blythe)
 - f. Contract Award: Radio Telemetry at Water Treatment Plant (QCC)
 - g. Contract Award: Low Impact Development (LID) Ordinance Update (Kulshan Services)
6. **Unfinished Business**
 - a. * Medical Marijuana Work Plan (Discussion/Possible Action)
 - b. * Ordinance 2968 Adopting the City of Anacortes 2015 Wastewater Comprehensive Plan (Action)
 - c. * KT Analysis Update and Discussion (Discussion)
7. **New Business**
 - a. Contract Award: Skyline Area Road Improvements - 2016 Slurry Seal Street Repair (Action)
8. **Adjournment**

Per Resolution 1867, citizens wishing to comment on items not on the agenda may do so under the Citizen Hearings portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

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

WSDOT is working on scheduling expansion joint replacement in Everett on the Steamboat and Ebey Slough areas on I-5. It is work that requires a 48-hour window without traffic on the area in order for the joints to be successfully replaced. This is why they want to do it on weekends. The work areas will bring I-5 down to one or two lanes – I am unsure if this is in both directions at the same time.

I spoke to Lisa Vancise. Her job was to call places who might be effected by the closure and ascertain how bad it would be for them and the impact. I have emailed the DOT people I know and will continue to contact any additional people in the organization that I can. In addition, I will be contacting Mayors and our County Commissioners, plus our legislators to let them know about the impact. Please, please, please do the same!

Our goal is to keep I-5 open during the weekends of April. Why:

The Festival brings millions of dollars of revenue to Skagit County each spring. This closure will cause people to stay away. Here are some figures I compiled for the hotel/motel reports I do each year:

- Data reports on both sales tax and lodging tax collections for monies generated in March and April point to a successful 2015 Tulip Festival. The following data was obtained from the Washington State Department of Revenue. *Note: April monies paid were based on March revenue; May monies paid were based on April revenue.*
- Skagit County Sales Tax revenues showed a 19% overall increase from April to May, with the April amount being 1,844,863.36 and the May amount being 2,196,585.15. Sales tax increases recorded for individual cities were:
 - Anacortes 26%
 - Burlington 24%
 - La Conner 28%
 - Mount Vernon 13%
 - Rural Skagit County 13%
 - Sedro-Woolley 20%
- Lodging Tax Revenues collected show a larger gain. Overall Skagit County showed a 56% gain from April to May, collecting an additional 36,277.90 in lodging tax. Lodging tax increases recorded for individual cities were:
 - Anacortes 88%
 - Burlington 27%
 - La Conner 89%
 - Mount Vernon 65%
 - Rural Skagit County 35%
 - Sedro-Woolley No report

The majority of the hundreds of thousands of people coming to the festival use I-5 to get here. People traveling from more than 50 miles away who don't live in a foreign country account for approximately 60% of our visitors. Those people will go through Everett, on I-5, and mainly come on the weekends! If the closure contemplated by WSDOT happens, the backups we normally get (from Kincaid St to Starbird

Rd on the north bound lanes of I-5, approximately 8 miles) will likely become even larger on the weekends during April. This will make people stay home from the festival and will cause a negative impact on this very important regional event.

We recognize that nobody wants to close lanes on any road and that maintenance needs to be done. We are asking to move the project outside the month of April. If that cannot be avoided, we hope that WSDOT can work with us and our elected representatives to make it the least impact possible. WSDOT would have not called to find out the projected bloom and to talk about the busy weekends of the festival if they did not already recognize the MAJOR impact on traffic the festival has on I-5 traffic.

City Council Minutes – January 19, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of January 19, 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.

Mayor Gere moved Agenda Item 5a forward on the agenda to accommodate guests in attendance.

Mayor's Award of Merit: Mayor Gere read a statement presenting the Mayor's Award of Merit to Parks and Recreation Supervisor Heather Brennan. The mayor recognized Ms. Brennan's exceptional efforts on behalf of the City and its facilities. She presented Ms. Brennan with a certificate of appreciation and a gift certificate to a local restaurant.

Executive Session (15 Minutes) per RCW 42.30.110 (b, c)

At approximately 6:04 p.m. Mayor Gere announced that Council would convene in Executive Session for approximately 15 minutes to discuss a potential real estate transaction about which open discussion could result in terms unfavorable to the City. At approximately 6:20 p.m. Mayor and Council reconvened in regular session without taking action.

Citizen Hearings

No one present wished to address the Council.

Mayor/Council Communication and Committee Reports

Appointment of Lisa Rhoades to Arts Commission: Mayor Gere announced that she had appointed Lisa Rhoades to fill a position on the Anacortes Arts Commission that had been recently vacated by Rita James. She advised that Ms. Rhoades' term would expire December 2016. Mr. Adams moved, seconded by Ms. Pickett, to support the Mayor's appointment of Lisa Rhoades to the Arts Commission. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

Council Committee Appointments: Mayor Pro Tem Walters presented Resolution 1940 which would establish the purposes of and appoint councilmembers to standing and ad hoc committees. He noted the creation of a new standing committee on Housing Affordability and Social Services and a new ad hoc committee on Tourism Promotion Strategic Planning. Mr. Walters made one change to the committee assignments listed in the draft resolution: replacing Mr. Adams with Mr. Johnson on the Public Works Committee. Ms. Lovelett asked to change the name of the new standing committee to Housing Affordability and *Community* Services. Mr. Walters agreed. Ms. Lovelett moved, seconded by Mr. Archibald, to adopt **Resolution 1940** appointing City Council members to Council committees and appointing Council representatives for 2016-2017, with the noted revisions. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

Mr. Miller reported from the Skagit County Law and Justice Council which met on January 13. He summarized the mission of that cooperative regional agency on which Mr. Miller and Police Chief Bonnie Bowers represent Anacortes. He said the recent meeting focused on mental health and transitional housing for offenders coming out of jail and that the upcoming Skagit Housing Summit would also be addressing that topic.

Mr. Johnson reported from the Finance Committee which met the prior Wednesday. He said the committee discussed transitioning to biennial budgeting, advised that 2017-2018 would be the first opportunity to do so, and said Council would need to adopt biennial budgeting by resolution no later than June if it wished to pursue that option for the 2017-2018 biennium.

Mr. Johnson reported that Michael Newbrough, Curriculum Director at the Anacortes Senior College, was interested in offering a city government course again. Mr. Johnson inquired if any of his colleagues would

like to participate as instructors for the six week course and said the fire and police chiefs would also be serving. Mayor Gere volunteered for one session and several councilmembers also expressed interest.

Ms. Pickett reported from the Port/City Liaison Committee that the Majestic Hotel owners were investigating the dog park property to see if it might work for a hotel, that Anthony's new outdoor restaurant was scheduled to open in the spring, and that the Port was working with Steve Demopoulos to repair fire damage in the Marine Hardware block.

Mr. Walters reported from the South Commercial Design Open House held the previous week at City Hall. He praised the designs presented and public input to rate and reconfigure them. He encouraged careful vetting of concept designs with public safety officials and local businesses. Mayor Gere thanked south Commercial Avenue business owners for their participation. Ms. Lovelett urged incorporating LID standards in any design for the area.

Consent Agenda

Mr. Adams removed Item G, Contract Award: 2016 Sanitary Sewer Improvements (16-001-SEW-001), from the Consent Agenda.

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

- a. Minutes of January 4, 2016 and January 11, 2016
- b. Approval of Claims in the amount of: \$1,211,764.49
- c. Accept as Complete: Install Header Pipe System @ WTP Intake Pump Station (Superior Systems)
- d. Accept as Complete: VFD Installation @ WTP Intake Pump Station (Dahl Electric Inc.)
- e. Accept as Complete: Install Vaughan Pumps @ WTP Intake Pump Station (PumpTech Inc.)
- f. Transportation Benefit District No. 1 Minutes of August 3, 2015

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 79044 through 79203, total \$1,127,566.72

Payroll for January 20, 2016 in the total amount of \$814,846.44

Check Numbers 41088 through 41105 in the total amount of \$18,143.59

Direct Deposit Numbers from 62119 through 62232 in the total amount of \$543,407.81

EFT Numbers from 1909 through 1916 in the total amount of \$271,438.63

- g. Contract Award: 2016 Sanitary Sewer Improvements (16-001-SEW-001)

Mr. Adams asked Public Works Director Fred Buckenmeyer to provide additional background on this sizable contract. Mr. Buckenmeyer explained that the planned improvements, including replacing brick manholes, were being made in preparation for the Commercial Avenue overlay in 2017 from roughly 4th to 11th streets. He reported that the seven bids were spread on either side of the Engineering Estimate. Ms. Lovelett moved, seconded by Mr. Adams, to award the contract for 2016 Sanitary Sewer Improvements to Bianchi Construction in the amount of \$286,466.37. Vote: Ayes – Lovelett, Archibald, Miller, Johnson, Walters, Pickett and Adams. Motion carried.

NEW BUSINESS

Resolution 1941: Authorizing Use of Ambulance Service Fund Emergency Reserve Cash

Finance Director Steve Heglund presented a 2015 year-end expenditure summary comparing actual expenditures to budget and to actual revenue in each fund. His spreadsheet was added to the evening's Council packet. Mr. Heglund explained that the few funds that ended the year very slightly over budget were either debt service or trust funds that were not required to be budgeted or were immaterially over

budget. He advised that the Transportation Benefit District (TBD) had not been budgeted separately but was clearly represented by fund transfers in the city budget. Regarding expenditures vs. revenues, Mr. Hoglund noted which funds were using cash reserves to reconcile negative net revenue as budgeted and pointed out the 5% emergency cash reserve amounts required by city code for selected funds. He advised that Ambulance Service Fund 110 would be slightly below the required cash reserve threshold due to cash flow timing for December revenue. Mr. Hoglund presented Resolution 1941 to allow the emergency cash reserve for that fund to fall below the established threshold and advised that the emergency cash reserve would replenish early in 2016.

Mr. Johnson moved, seconded by Ms. Pickett, to approve **Resolution 1941** authorizing the use of Ambulance Service emergency cash.

At approximately 6:50 p.m. Mayor Gere invited members of the public to comment on this agenda item. No one present wished to address the Council.

Vote: Ayes – Archibald, Miller, Johnson, Walters, Pickett, Adams and Lovelett. Motion carried.

2016 Legislative Priorities

Administrative Services Director Emily Schuh invited councilmember and public feedback on the City's draft 2016 legislative agenda. She advised that the legislative priorities would come back to Council for adoption by resolution on January 25, 2016 to enable Mayor Gere and Ms. Schuh to present the agenda to legislators in Olympia on January 27. Ms. Schuh reviewed the draft document included in the evening's Council packet.

Ms. Lovelett wondered if the last general principal and the first priority were somewhat redundant. She also asked to expand on freight rail safety per her earlier email. Mr. Walters agreed. He supported tighter, more specific language such as making the last priority on the first page specifically reference ability to ban fireworks and having social services references specifically address mental health. He suggested formatting the document to fit on one page. Councilmembers asked if the document could simply state Anacortes' support for AWC's legislative priorities rather than restating those; Ms. Schuh suggested the AWC priorities could be cited on the reverse side of the page. Mr. Johnson asked about two of the 2015 legislative priorities that had not been addressed by the legislature, the emergency medical service levy lid and barriers to body cameras. Chief Bowers advised that the governor's task force was addressing the latter item. Mr. Walters and Mr. Adams both suggested having a list of specific projects to mention to legislators, including the Sharpe's Corner transportation improvements. Mr. Miller suggested that the first principle should list specific shared revenue sources such liquor tax and marijuana tax and remove the reference to McCleary.

At approximately 7:05 p.m. Mayor Gere invited members of the public to comment on this agenda item. No one present wished to address the Council.

Ms. Schuh advised that she would revise the draft 2016 Legislative Agenda to incorporate Council feedback and bring the revisions to Council for action on January 25. Ms. Lovelett inquired if Council wanted to support a surface oil transportation tax. Mr. Miller said he did not support that. Mr. Walters suggested that Ms. Schuh draft the revised document with and without that item and said Council could select its preferred option on January 25.

Purchase and Sale Agreement: GEMS, LLC

Parks and Recreation Director Gary Robinson presented a Purchase and Sale Agreement for property along Guemes Channel owned by GEMS, LLC. He displayed and described the 2.88 acres in question and the proposed terms: \$1.3M total price with a \$25,000 fully refundable deposit and a 180-day investigation period. Mr. Robinson described the investigations proposed by Maul Foster & Alongi which were included in the evening's Council packet. Mr. Robinson advised Council of potential liabilities that would be investigated including pile removal requirements, DNR lease assumption options, and the possibility of other contaminants. He summarized that the agreement provided the city with 180 days to look closely at the property and see if it fit the city's needs and if its potential liabilities were not too great

to proceed with the purchase. Mr. Robinson then listed a number of potential funding sources including lease revenues, private fund raising including by the Anacortes Parks Foundation, city cash reserves, and revenues from other potential site uses.

Mayor Gere asked the duration of the current DNR lease. Planning Director Don Measamer said that lease would expire in January 2017. Councilmembers generally expressed support for investigating the property, focusing on the largest potential risks in the time allowed. Mr. Miller and Mr. Robinson discussed whether legislative funding for the Guemes Channel Trail could be applied to the purchase.

At approximately 7:22 p.m. Mayor Gere invited members of the public to comment on this agenda item. No one present wished to address the Council.

Mr. Johnson moved, seconded by Ms. Lovelett, to approve the Real Estate Purchase and Sale Agreement with GEMS, LLC and authorize the mayor to work with staff to begin the investigative phase of the process. Mr. Walters emphasized the extensive work by Attorney Brad Furlong's office in drafting the agreement. Vote: Ayes – Miller, Johnson, Walters, Pickett, Adams, Lovelett and Archibald. Motion carried.

Public Hearing: Ordinance 2968 Adopting City of Anacortes 2015 Wastewater Comprehensive Plan

Public Works Director Fred Buckenmeyer reminded that the city's current sewer comprehensive plan had been developed in approximately 1998. He said the new plan had been very professionally drafted in house by Assistant Public Works Director Matt Reynolds without incurring consultant expense. Mr. Buckenmeyer recommended holding the advertised public hearing on the plan at the current meeting, then bringing the ordinance back to Council for adoption at its next regular meeting to coordinate the incorporation of the plan into the city's 2016 Comprehensive Plan update. Mr. Buckenmeyer stressed that Anacortes has plenty of capacity in its sewer system for the present and for anticipated growth.

Mr. Reynolds presented a slide show summarizing the content of the plan. He thanked the Finance Department for its assistance in writing the Financing chapter. Mr. Reynolds described Inflow and Infiltration (I&I) Reduction efforts and explained their importance. He advised that the sewer collection system includes about 280,000 LF of concrete and clay pipe and said the plan recommended investing \$1M/year to rehabilitate that pipe over the next 20 years to achieve I&I reduction goals. Mr. Reynolds reported that the plan also analyzed projected sea level rise and its potential effects on both the Wastewater Treatment Plant and the collection system. He advised that the plant is not in danger but a small number of manholes on Cabana Lane might be at risk and so would be proposed for retrofitting. Mr. Reynolds next addressed the WWTP capacity and demonstrated that it is sufficient for both current and projected population through 2036. He addressed cleaning and inspection of the sewer collection system and said the plan adopts a service rate recommended by the EPA which would require a 2-person crew full time to perform O&M on a scheduled basis. Mr. Reynolds concluded with a slide summarizing the sewer system capital improvement program through 2035. He said that the current sewer rate structure would provide approximately \$1.5M/year for capital projects which would be sufficient until 2019 at which point a rate increase would be required.

At approximately 7:44 p.m. Mayor Gere invited members of the public to comment on this agenda item. No one present wishing to address the Council, the mayor closed the public hearing.

Ms. Lovelett, Mayor Gere and Ms. Pickett thanked Mr. Reynolds for his fine work and for completing the project without the expense of hiring a consultant. Mr. Adams thanked Mr. Reynolds for presenting the long range spending plan so Council could project revenue needs accordingly. Mr. Walters elaborated for the public that sewer rates had not been reduced following the payoff of the sewer plant bond the previous year and that was what was allowing necessary capital improvements to proceed without a rate increase. Mayor Gere advised the plan would come back to Council for official adoption at its next regular meeting.

At approximately 7:50 p.m. Mayor Gere continued the meeting to 6:00 p.m. on Monday, January 25, 2016 in the Anacortes City Council Chambers for the purpose of consideration and possible action on Resolution 1943 adopting City of Anacortes 2016 Legislative Priorities.

City Council Minutes – January 25, 2016

Mayor Laurie Gere called to order the continued Anacortes City Council meeting of January 19, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present.

Resolution 1943 Adopting City of Anacortes 2016 Legislative Priorities

Administrative Services Director Emily Schuh presented draft Resolution 1943 as revised based on councilmember feedback at the January 19, 2016 regular meeting. She noted that two alternative drafts were included in the evening's packet materials, differing only in the fourth priority regarding funding for inland spill response planning and capability. The first alternative included explicit reference to "an increase in the oil spill response tax" and the second alternative did not. Ms. Schuh summarized the revisions to content, format and emphasis of the priorities document compared to the previous version.

Ms. Pickett spoke in favor of the more specific first alternative. Mr. Miller and Mr. Adams spoke in favor of the less specific second alternative. Ms. Lovelett clarified that her suggestion had been to include explicit support of the existing barrel tax recently increased by the legislature. Mr. Walters spoke in favor of the second alternative and moved, seconded by Mr. Miller, to adopt **Resolution 1943** with the second alternative Legislative Agenda document. Mr. Johnson agreed with Mr. Walters. Vote: Ayes – Walters, Pickett, Adams, Archibald, Miller and Johnson. Nays – Lovelett. Motion carried.

There being no further business, at approximately 6:11 p.m. the continued Anacortes City Council meeting of January 19, 2016 was adjourned.

City Council Study Session Minutes – January 25, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council study session of January 25, 2016 at approximately 6:11 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present.

The Girl Scouts led the assembly in the Pledge of Allegiance.

Interlocal Reciprocal Borrowing Agreement with the Central Skagit Rural Partial County Library District

Library Director Sherri Miklaski recalled that Council had previously approved reciprocal borrowing agreements with a number of other libraries in Skagit County. She advised that the Central Skagit Rural Partial County Library District had since acquired a building and begun building a collection including electronic resources not currently available at the Anacortes Library. Ms. Miklaski presented a proposed reciprocal borrowing agreement between Anacortes and the District.

Councilmembers engaged in discussion of library services for non-Anacortes residents of Fidalgo and Guemes Islands.

In response to a question from Mr. Johnson, Ms. Miklaski reported that over 90% of reciprocal users of the Anacortes Public Library come from La Conner and Mount Vernon, very few from Sedro-Woolley. In response to a question from Mr. Adams, Ms. Miklaski explained the mechanics of reciprocal borrowing between libraries and library districts and confirmed that there was no financial impact to either party from these agreements. Mayor Gere advised that the interlocal agreement would come back to Council for action on the Consent Agenda at the February 1, 2016 regular meeting.

Chamber of Commerce Brand Strategy Presentation

Anacortes Chamber of Commerce Executive Director Stephanie Hamilton introduced a presentation of the results of the *Experience Anacortes* Destination Strategy which had been under development for over a year. Ms. Hamilton invited councilmembers and the community to participate in the next phase of the strategy including monthly Promise Learning Sessions. She introduced Chamber President Chris Long of Jolly Mon Charters. Mr. Long introduced Duane Knapp, a worldwide brand expert, author and founder of BrandStrategy, Inc. Mr. Long summarized Mr. Knapp's extensive experience and expertise with public and private sector clients worldwide.

Mr. Knapp reported on the branding strategy that had been developed over the past year and a half. He thanked Mayor Gere and Planning Director Don Measamer for their leadership and partnership. He stressed that the result was a genuine community brand for the entire city and that it was not just a tourism strategy but a strategy for optimizing the economic opportunity for all of Anacortes. Mr. Knapp then shared a lively slide presentation addressing the basics of brand science and the five phases of the branding process: Brand Assessment, BrandPromise®, Brand Blueprint, Brand Culturalization, and Brand Advantage. He reported on the extensive surveys performed to determine both local and visitor impressions of Anacortes and the strategy's goal of changing the perception of Anacortes from a gateway destination to a getaway destination. He then described and elaborated on the commitment each guest in Anacortes should be able to count on: "An authentic, vibrant seacoast community with wonderful weather and real people." Next Mr. Knapp shared the building blocks of the brand blueprint, including its name, byline and tag lines, logos and symbols and the brand story. He unveiled the new logo designed by Industrious Industries incorporating the brand name "experience Anacortes" and the byline "your island getaway". Mr. Knapp concluded by describing the process of brand culturalization, so that the entire community can embrace the commitment to making guests to Anacortes feel welcome and special. Councilmembers were presented with hats bearing the new logo and invited to participate in upcoming Promise Learning Sessions.

Ms. Lovelett cautioned about inviting too much additional use of the forestlands due to delicate ecosystems. Mr. Johnson inquired about Mr. Knapp's work with Estes Park, Colorado, which had also

been best known as a gateway community. Mr. Archibald asked about maintaining the individual character of local businesses and institutions while supporting a common brand promise. Mr. Knapp acknowledged that everyone would welcome guests in their own creative way. Mr. Adams agreed that friendliness of locals is a characteristic frequently remarked upon by travelers. Mr. Walters provided extensive feedback on the presentation. Ms. Pickett praised the Getaway focus. Ms. Hamilton summarized the schedule for Promise Learning Sessions, coming up February 4, 2016, 1-4 p.m. at the Majestic Inn, then March 16, 2016 1-4 p.m. at the Majestic Inn, with more to follow. She said any community member was welcome to register. Mr. Johnson spoke in favor of beautifying the entrances to the city. Mr. Miller thanked Mr. Knapp for sharing his international expertise in the service of his home town.

At approximately 7:10 p.m. Mayor Gere called a two minute break. At 7:12 p.m. the mayor called the meeting back to order.

Port of Anacortes Airport Tree Removal Project

Planning Director Don Measamer recapped the history of the current airport zoning and planning policies which culminated in the 2005 Anacortes Airport Development Agreement between the Port and the City. He advised that the Agreement addressed specific vested uses at the airport including FAA Part 77 Obstruction Removal regarding topping or removal of trees that protrude into the air space. Mr. Measamer said the Port is required to notify the City before it begins topping or removing trees and the City then investigates the mitigation called for by the agreement.

Mr. Measamer introduced Larry Lehman, Senior Biologist consulting with the Port of Anacortes on the project. Mr. Lehman provided an overview of the Port's 2016 Airport Fencing and Obstruction Removal project, referring to the materials included in the evening's Council packet. He said the purpose of the project was to ensure the continued safe operation of the airport in compliance with FAA and other state, local and federal regulations. Mr. Lehman advised that none of the airport uses were changing and that the 2016 project would be carried out in compliance with the 2005 Development Agreement.

Mr. Lehman responded to councilmember questions about limbing or topping trees vs. removing them, the locations of planned tree removal, and the replanting plan that would be part of the mitigation required under the 2005 Agreement. He demonstrated that the Agreement specifies the mitigation for tree removal depending on tree size, location and species, usually replacing trees with lower growing shrub species. Mr. Walters requested a copy of the 2005 Agreement. Mr. Measamer advised that staff would post that document and the airport zoning regulations on the city website. He responded to Mr. Walters' questions about permitting requirements, noting that activities identified as vested uses including tree removal, clearing and grading required no additional permits or SEPA review, simply notification to the city, and that no action was required on the part of city staff, Planning Commission or City Council.

Ms. Pickett suggested that the Port hold a neighborhood meeting to inform area residents about the project. Josh Beaner, Port Director of Operations, advised that ample notification would be mailed out and said a meeting could be considered. Mr. Johnson urged adequate supervision to ensure that the execution of the plan complied with the Agreement. Mr. Measamer confirmed that vigorous oversight would be provided by Port staff.

Mr. Lehman reviewed at some length the mitigation plan including the number and species of trees that would be removed and the count and species of vegetation that would be replanted in each area. He explained that removal of trees larger than 8" diameter at breast height (DBH) required additional off site mitigation and advised that the Port had worked with city staff to identify target areas at the Ship Harbor Interpretive Preserve and along the Guemes Channel Trail for that mitigation work. In response to a question from Ms. Pickett, Mr. Lehman confirmed that the tree removal would occur after bird breeding and fledging, at the end of summer. Mr. Walters asked where the Washington State Ferry holding lanes drain above the Ship Harbor property. Mr. Measamer said he would investigate that. Mr. Lehman reported that Parks staff would be involved in watering those mitigation plantings to increase their survival rate. In response to a question from Mr. Walters, Mr. Lehman advised that the Port was going through a NEPA

process as well as SEPA for the project. In response to a question from Mr. Adams about the city's tree ordinance, Mr. Measamer explained that the airport is governed by FAA regulations.

At approximately 7:51 p.m. Mayor Gere invited public comment on or questions about the presentation.

Robert Kitson, 4427 Glasgow Way abutting the airport, informed Council that he received no notice when the chain saws started in 2005. Mr. Kitson expressed concern about property line delineation. He said the 6-foot fence installed doesn't match the original plan, which he considered a safety problem, and that the planned plantings had not occurred, either. Mr. Kitson asked what would guarantee that the work would proceed as planned in 2016. Mr. Kitson referenced his lawsuit against the Port which he reported was dismissed with prejudice because the statute of limitations had expired. He expressed concern about long term enforcement. Mr. Kitson stated that lack of vegetation had caused the water table to rise and flood his basement, and that his sump pump was now reducing the water table below the wetlands.

Marilee Huffman, 806 Commercial Avenue, encouraged any safety measures possible to remove trees near airports. She reported that her father was killed in a small plane accident near Sisters, Oregon when she was a child.

Ms. Lovelett asked if the Port would like to respond to citizen input. Port Executive Director Dan Worra declined to comment about litigation matters.

There being no further business, at approximately 7:57 p.m. the Anacortes City Council study session of January 25, 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 February 1, 2016 City Council meeting:

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

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199871	12/31/2015	54575936	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$165.19
200402	1/9/2016	880883/1	00021	ACE HARDWARE	DEPOT KEYS	\$5.83
199924	1/19/2016	881400/1	00021	ACE HARDWARE	STAPLE/BRAD GUN-WP	\$24.40
200546	1/25/2016	881778/1	00021	ACE HARDWARE	PART FOR VEH #202	\$13.28
200538	1/26/2016	Ref000200538	10015	ALLEN CONSTRUCTION	UB Refund Cst #058892	\$44.03
199910	1/5/2016	1	10001	AMERESCO, INC	CITY HALL SOLAR INSTALL PROJECT	\$138,321.88
199911	1/5/2016	1	10001	AMERESCO, INC	CITY HALL SOLAR PROJECT INSTALL	\$47,652.85
200551	1/25/2016	LTAC Reimburse	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER VIC 2015 REIMBURSE	\$880.43
200548	1/22/2016	10378179	00168	ANACORTES HARBOR ELECTRONICS	GIGAWARE USB TO SERIAL CABLE	\$27.11
200354	1/19/2016	23718	00156	ANACORTES PRINTING	PATROL SUPPLIES; PROPERTY/EVIDENCE FORMS	\$271.25
200403	1/5/2016	11764	07379	ANACORTES SCHOOL DIST #103	FACILITY USE 4TH QTR 2015	\$4,000.00
199814	1/11/2016	16A00189	00180	ANACORTES TOWING LLC	TOWING; APD CASE FILE 16-A00189	\$162.75
199858	12/31/2015	052-0010-00NOV	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR OPERATIONS	\$901.90
200417	1/1/2016	190-1840-00	00147	ANACORTES, CITY OF	UTILITY BILLING FOR WWTP	\$3,325.76
199859	1/29/2016	052-0010-00DEC	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR OPERATIONS	\$898.11
199824	1/7/2016	1988398146	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$45.65
199875	1/11/2016	1988402354	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$56.83
199822	1/14/2016	1988409035	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
199916	1/14/2016	1988409044	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$45.65
200506	1/19/2016	1988416359	06718	ARAMARK	LAUNDRY SERVICE FOR WTP	\$32.44
200365	1/21/2016	1988419950	06718	ARAMARK	NYLON MATS CLEANED	\$12.90
200434	1/21/2016	1988419956	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$45.65
200419	1/21/2016	1988419957	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$18.60
200507	1/25/2016	1988417691	06718	ARAMARK	STA 3 MAT SERVICE: 1/20	\$16.28
200508	1/25/2016	1988419945	06718	ARAMARK	STA 2 MAT SERVICE: 1/21	\$16.28
200510	1/25/2016	1988419946	06718	ARAMARK	STA 1 MAT SERVICE: 1/21	\$16.28
200503	1/25/2016	1988424123	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$56.83

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199862	1/11/2016	199862	00244	ASSN OF WASHINGTON CITIES	AWC WORKERS' COMP RETRO PROGRAM SERVICE	\$14,524.06
200555	1/26/2016	40935	00244	ASSN OF WASHINGTON CITIES	AWC CONFERENCE FOR CHIEF BOWERS	\$100.00
199861	1/11/2016	39503	00240	ASSOC OF WASH CITIES DRUG	2016 ANNUAL MEMBERSHIP FEE, AWC DRUG &	\$2,047.00
199514	1/20/2016	00049495	04217	BACKFLOW PREVENTION SUPPLY INC	RETURN SHIPPING CHARGE FOR WATER DEPT	\$19.33
199823	1/12/2016	0669936-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES CARNEGIE	\$1.35
200481	1/22/2016	0670588-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE CHAIR; NYBO	\$237.62
200474	1/25/2016	0670655-001	00306	BAYSHORE OFFICE PRODUCTS	STORAGE BOXES AND LABELS	\$67.46
199923	1/8/2016	0452070-IN	10002	BEACON ATHLETICS	STAINLESS STEEL ROD	\$23.87
199834	1/5/2016	193	06414	BLUE COW CARWASH	29 CAR WASHES-OCT,NOV,DEC	\$261.00
199918	1/19/2016	39	06629	BOYS & GIRLS CLUBS	LUNCH PROGRAM SERVICE PROVISION-DE	\$360.00
200479	12/31/2015	2015-31-12	00424	BUBBA SUDZ CAR WASH	DECEMBER CAR WASHES - 5	\$40.00
200334	1/1/2016	00068-AYDELOTTE	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT AYDELOTTE	\$11.00
200332	1/1/2016	00099-DICKERSON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT DICKERSON	\$27.50
200333	1/1/2016	00119-BOYDSTON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT BOYDSTON	\$11.00
200326	1/1/2016	00125-TIBBLES	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT TIBBLES	\$11.00
200329	1/1/2016	00150-GUTTORMSON	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GUTTORMSON	\$16.50
200327	1/1/2016	00157-LUZA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT LUZA	\$82.50
200331	1/1/2016	00182-GARCIA	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GARCIA	\$192.50
200328	1/1/2016	00205-LAFFERTY	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT LAFFERTY	\$82.50
200330	1/1/2016	00213-GUTHRIE	09580	CAMPBELL LAW FIRM	PUB DEF CONFLICT GUTHRIE	\$11.00
200335	1/1/2016	00215-COVERAGE	09580	CAMPBELL LAW FIRM	PUB DEF DOCKET COVERAGE	\$148.50
200498	1/21/2016	91760000009	00494	CASCADE NATURAL GAS CORP.	1915 13TH ST. RESTROOM JAN 16	\$161.27
200544	1/25/2016	154 700 0000 9	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS 1220 10TH STREET	\$1,265.00
200493	1/25/2016	169400000009	00494	CASCADE NATURAL GAS CORP.	STA 2: 12/16 - 1/20	\$242.49
200494	1/25/2016	674400000007	00494	CASCADE NATURAL GAS CORP.	STA 1: 12/16 - 1/20	\$319.72

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200500	1/25/2016	978800000001	00494	CASCADE NATURAL GAS CORP.	STA 3: 12/11 - 1/14	\$225.81
200477	1/22/2016	AN 41066	00524	CENTRAL WELDING SUPPLY INC	PART FOR #90009	\$11.31
200514	1/26/2016	20160201	08563	CHOWANEC, BILL	FEBRUARY RENT FOR STA 3	\$1,912.00
200523	1/26/2016	8708	09161	CLEANER GUYS LLC	WEEKLY CLEANING OF STA 1 FOR JANUARY	\$488.00
200384	1/21/2016	3151	09029	CLEAR STREAM RECYCLING	BAGS, LIDS & DECALS	\$321.01
200364	1/10/2016	8498 30 017 0490698	04412	COMCAST	Internet Connection - 904 6th St	\$166.12
199931	1/10/2016	8498 30 030 0111230	04412	COMCAST	PHONE SVC - WTP	\$189.65
199870	1/13/2016	11229	08728	COMPRESSED AIR SYSTEMS LLC	AIR COMPRESSOR OIL	\$430.09
199809	1/6/2016	1444645	00632	CONCRETE NOR'WEST	CONCRETE FOR PROJECT AT 23RD &	\$438.34
200525	1/26/2016	Refund	09722	CONNOR, BETTY	REFUND FEES PAID FOR FOUND LOST BOOK	\$20.00
200348	1/21/2016	Order	00646	CONTERRA INC	REPLACE EXPIRED ROPE RESCUE: 3-600'	\$5,306.25
200357	1/14/2016	C16426224	10005	COPQUEST.COM	UNIFORM CHEVRONS; CORPORAL	\$153.60
200550	12/26/2015	Reim	00675	COUSINS, RICHARD	REIMBURSE PHARMACY COPAY	\$17.84
199901	1/7/2016	XJW62C159	03318	DELL MARKETING LP	OPTIPLEX 3240 AIO COMPUTER	\$1,200.82
200429	1/12/2016	XJW6T4372	03318	DELL MARKETING LP	DELL ADAPTER FOR BUCKENMEYER SURFACE PRO	\$20.33
200430	1/12/2016	XJW6X3JM4	03318	DELL MARKETING LP	OPTIPLEX 7440 ALL IN ONE COMPUTERS (8)	\$11,260.04
200458	1/15/2016	XJW7RKT27	03318	DELL MARKETING LP	OPTIPLEX 7040 MICOR FORM FACTOR COMPUTERS	\$5,772.79
200421	1/6/2016	2016-WAR045549	00780	DEPARTMENT OF ECOLOGY	2016 STORMWATER PERMIT	\$5,871.75
200470	1/25/2016	5385,7952,6773	00780	DEPARTMENT OF ECOLOGY	RENEWAL FEE	\$97.65
200412	1/22/2016	cpls	00765	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; DECEMBER 2015	\$1,305.00
200379	1/21/2016	18115	07758	DISCOUNT FLAG AND PENNANTS	18" X 32" PENNANT STYLE - 2 PANEL	\$97.65
200459	1/14/2016	7004	08912	EBAY OR PAYPAL	MICROSOFT SURFACE DOCK - BUCKENMEYER TABLET	\$216.99
200383	1/9/2016	1324	06528	ECCOS DESIGN LLC	STORVIK SPRAY PARK SITE DESIGN	\$1,780.00
200505	1/15/2016	16-00577	00850	EDGE ANALYTICAL INC	RAW WATER SAMPLE & HSPS SAMPLE	\$94.00
200566	1/21/2016	16-00980	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING - NUTRIENTS	\$118.58
200567	1/25/2016	16-00978	00850	EDGE ANALYTICAL INC	THICKENED SLUDGE TESTING - METALS	\$205.18
199848	1/25/2016	1600979	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING - METALS	\$166.18

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200542	10/29/2015	WAANA78859	00939	FASTENAL CO	SUPPLY FOR VEH #602	\$138.41
199835	1/14/2016	39559	00941	FBINAA - WASHINGTON CHAPTER	FBINAA NATIONAL DUES FOR 2016; CHIEF BOWERS	\$90.00
199852	1/15/2016	0172203	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR OPS/PARKS DEPT	\$167.40
200345	1/21/2016	017290	00950	FIDALGO BAY COFFEE COMPANY	COFFEE: 1/15	\$93.00
200486	1/25/2016	0172363	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE: 1/22	\$94.10
200423	1/21/2016	01/21/2015	00955	FIDALGO CLEANING	CARNEGIE CLEANING JANUARY	\$100.00
200534	1/26/2016	Ref000200534	10012	FLINDERS, CAMILLE	UB Refund Cst #051775	\$84.27
200449	1/15/2016	1124388	00999	FOSTER PEPPER PLLC	GENERAL MATTERS NO. 1 (E STREET)	\$275.00
200451	1/15/2016	1124389	00999	FOSTER PEPPER PLLC	WATER UTILITY ISSUES MATTER NO. 21	\$580.00
200452	1/15/2016	1124398	00999	FOSTER PEPPER PLLC	MT. ERIE LEASE (WTP) MATTER NO. 88	\$2,330.50
200450	1/15/2016	1124404	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$3,199.00
199467	1/18/2016	I4121412	01004	FOWLER COMPANY INC, H D	WATER PARTS INVENTORY: 3/4" FIP X CTS	\$7,222.83
200371	1/21/2016	Order	10003	FRINGE SPORT	EQUIPMENT FOR PHYSICAL AGILITY TESTING	\$788.80
199821	1/1/2016	206-188-1822	07909	FRONTIER	BUSINESS LINE/SUMMARY BILL; 1/1/16-1/31/16	\$404.34
199820	1/4/2016	360-588-1422	07909	FRONTIER	BUSINESS LINE; 1/4/16-2/3/16	\$284.96
199816	1/7/2016	253-004-9336	07909	FRONTIER	DS1 LINES; 1/7/16-2/6/16	\$357.65
199817	1/7/2016	253-009-1310	07909	FRONTIER	FRAME RELAY; 1/7/16-2/6/16	\$89.54
199818	1/7/2016	253-011-6037	07909	FRONTIER	VOICE GRADE CIRCUITS; 1/7/16-2/6/16	\$45.70
199883	1/10/2016	360-293-4224	07909	FRONTIER	360-293-4224 Municipal Court Fax	\$64.51
199867	1/10/2016	360-299-0953-1017915	07909	FRONTIER	WWTP PHONE SERVICE	\$382.43
200407	1/13/2016	360-293-314	07909	FRONTIER	DEPOT PHONE JANUARY 15	\$55.87
200369	1/13/2016	360-293-6955	07909	FRONTIER	293-6955 Fire Dept Elevator Phone	\$70.07
199907	12/18/2015	212543	01023	FRONTIER BUILDING SUPPLY	CEMENT AND REBAR	\$68.89
199831	1/12/2016	214507	01023	FRONTIER BUILDING SUPPLY	PARTS FOR REPAIR TO #108	\$238.39
200346	1/21/2016	213290	01023	FRONTIER BUILDING SUPPLY	DRILL BIT AND SCREWS	\$11.21
200343	1/21/2016	214563	01023	FRONTIER BUILDING SUPPLY	5 GALLONS OF PAINT, PAINTING SUPPLIES:	\$234.39
200386	1/21/2016	215516	01023	FRONTIER BUILDING SUPPLY	LUMBER, PLYWOOD - SKATE PARK	\$92.50
200565	1/26/2016	215928	01023	FRONTIER BUILDING SUPPLY	WASHERS, SCREWS & COLUMN BASE	\$42.26
200524	1/20/2016	12116	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	\$1,314.78

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200414	1/20/2016	12128	09617	FRONTLINE CLEANING SERVICES	JANAURY 2016 OPERATIONS CLEANING SERVICE	\$336.00
200359	1/8/2016	004697474	00368	GALLS LLC - DBA BLUMENTHAL UNIT	UNIFORM CHEVRONS; CORPORAL	\$93.09
200537	1/26/2016	Ref000200537	10014	GP ANACORTES LLC	UB Refund Cst #057952	\$45.20
199905	1/15/2016	1234	01118	GRACE, JUDY	HOURS WORKED FINANCE 1/4-1/15/16	\$1,600.00
199507	1/21/2016	8284027	01140	GRIZZLY INDUSTRIAL INC	DRILL PRESS FOR SHOP	\$2,630.49
200545	1/14/2016	631818	05284	GUARDIAN SECURITY SYSTEMS INC	SERVICE CALL FOR SHOP	\$236.53
200531	1/26/2016	Ref000200531	10010	HALL, TIMOTHY	UB Refund Cst #039050	\$95.25
199857	1/13/2016	37928	07863	HERRERA ENVIRONMENTAL	PROFESSIONAL SVS.-HEART LAKE WATER	\$198.28
200535	1/26/2016	Ref000200535	10013	HOGUE, DOUGLAS	UB Refund Cst #054442	\$72.43
200409	1/11/2016	3662	01269	HOW IT WORKS INC	ACFL MAPS PRINTED	\$1,879.50
200375	1/11/2016	16000028RI05700	07762	I. KRUGER INC	ALUM DELIVERY FOR DECEMBER 2015	\$19,003.51
200373	1/11/2016	16000034RI05700	07762	I. KRUGER INC	MICROSAND	\$3,009.51
200541	1/26/2016	IN-000582517	08163	INDEPENDENT STATIONERS	OFFICE SUPPLIES	\$138.14
200527	1/11/2016	91268056	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$20.82
200529	1/11/2016	91268057	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$7.79
200528	1/11/2016	91268058	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$764.10
200530	1/11/2016	91268059	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$941.76
200355	1/8/2016	1001181882	01338	INT'L ASSN OF CHIEFS OF POLICE	IACP MEMBERSHIP RENEWAL FOR 2016; CHIEF BOWERS	\$150.00
199815	1/5/2016	4APD	01369	ISLAND FARM AND PET	ANIMAL FEED	\$73.77
200526	1/12/2016	ST2160121220IS	01364	ISLAND HOSPITAL	THAD LINDQUIST - INSURANCE COPAY	\$20.32
199853	1/15/2016	679407	01421	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$4,395.96
200504	1/21/2016	679407	01421	JCI JONES CHEMICALS INC	HYPOCHLORITE SOLUTION	\$4,395.96
199928	1/7/2016	26796	01459	KEN'S RADIATOR INC	SERVICE FOR VEH #603	\$74.87
199888	1/19/2016	January	01511	KORTERUD, WAYNE D	INDIGENT SERVICES CONTRACT JANUARY 2016	\$375.00
200377	1/13/2016	16005-2287	09913	LAB/COR INC	CRYPTO-GIARDIA TESTING	\$900.00
200387	12/9/2015	5037692MB	01530	LAKESIDE INDUSTRIES	ROCK - GUEMES CHANNEL TRAIL REPAIR	\$4,402.21
199843	12/9/2015	5037697MB	01530	LAKESIDE INDUSTRIES	ROCK FOR WATER DEPT	\$324.40
200388	1/13/2016	5037879MB	01530	LAKESIDE INDUSTRIES	ROCK - CEMETERY WALK	\$394.23
200492	1/20/2016	5037925MB	01530	LAKESIDE INDUSTRIES	ROCK FOR CEMETERY WALL	\$393.93
200456	1/20/2016	5037929MB	01530	LAKESIDE INDUSTRIES	1 1/4" X 1 1/2" ROCK FOR STREET CREW	\$505.04
200455	1/20/2016	5037968MB	01530	LAKESIDE INDUSTRIES	EZ STREET ASPHALT	\$1,032.36

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200562	1/26/2016	9020577002	07759	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES	\$31.79
200342	1/21/2016	737063	01588	LIFE ASSIST INC	QUICKDRAW CANISTER, VALVED ADAPTER,	\$330.98
200487	1/25/2016	737947	01588	LIFE ASSIST INC	BATTERY POWERED ASPIRATOR	\$1,359.52
200488	1/25/2016	16-36	04253	LIFE TEK INC	PALS COURSE AND CERTIFICATION FOR B	\$1,389.00
200489	1/25/2016	16-37	04253	LIFE TEK INC	PALS COURSE AND CERTIFICATION FOR C	\$1,326.00
200563	1/26/2016	127285	02169	LITHTEX NW	PROBATION VIOLATION FORMS	\$141.54
199418	1/5/2016	011743	09169	LOU'S GLOVES	LARGE NITRILE GLOVES	\$231.00
200363	1/20/2016	3-89876	01614	LOUIS AUTO GLASS III INC.	LABOR TO INSTALL PART FOR VEH #513	\$103.08
200502	1/14/2016	41513	01616	LOWE'S BUSINESS ACCOUNT/GEMB	STEP LADDER, TAPE, LED	\$384.86
199812	1/8/2016	2016002	01709	MCNEILL POLYGRAPH &	PRE-EMPLOYMENT SCREENING; TREVINO	\$175.00
200485	1/21/2016	2016H002	01709	MCNEILL POLYGRAPH &	PRE-EMPLOYMENT POLYGRAPH; TREVINO	\$175.00
200482	1/25/2016	REIMB	08240	MICHAEL, EVAN	REIMB CORPORAL MICHAEL FOR TAILOR FOR PATCHES	\$68.36
199903	1/12/2016	0171	01746	MICROSOFT CORPORATION	MICROSOFT SURFACE PRO 4 TABLETS W/ COVERS	\$3,674.86
199908	1/19/2016	546545	01765	MISTER T'S AWARDS/EMBROIDERY	NAME PLATE AWARD OF MERIT - HEATHER BRENNAN	\$16.28
200324	1/7/2016	MV126490	01801	MOTOR TRUCKS INC	PART FOR VEH #603	\$135.13
200478	1/11/2016	MV126709	01801	MOTOR TRUCKS INC	PART FOR #108	\$87.41
199894	1/14/2016	MV127065	01801	MOTOR TRUCKS INC	PART FOR VEH #511	\$277.75
200591	1/22/2016	00265688	07378	MUNICIPAL CODE CORPORATION	26 ELECTRONIC UPDATE PAGES	\$479.57
200590	1/22/2016	0026588	07378	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	\$479.57
200431	1/15/2016	88804685	01816	MUNICIPAL RESEARCH &	WEBINAR - UB & COLLECTION - HEIKO MILES	\$25.00
199651	1/11/2016	0425949-IN	01839	NATIONAL SAFETY INC	SAFETY SUPPLIES: GLOVES WATER CREW	\$185.34
200517	1/18/2016	0426595-IN	01839	NATIONAL SAFETY INC	LIME SAFETY VESTS FOR WATER CREW	\$95.29
200445	1/13/2016	1201610527	08590	NEWEGG BUSINESS INC	CABLE DONGS	\$75.90
200547	1/19/2016	1201620009	08590	NEWEGG BUSINESS INC	HDMI ETOPS	\$87.60
199855	1/12/2016	S6949488.001	01886	NORTH COAST ELECTRIC	ALLEN BRADLEY POWER SWITCH	\$63.52
199461	1/8/2016	901755515	01903	NORTHERN SAFETY CO INC	RAIN GEAR JACKET BRUCE MULLEN SIZE XXL	\$297.93
200467	1/11/2016	901757762	01903	NORTHERN SAFETY CO INC	WORK GLOVES FOR CWP PROGRAM	\$267.87
199554	1/11/2016	81045	01939	NORTHSTAR CHEMICAL	SODIUM BISULFITE 38% SOLUTION	\$902.29
200358	1/8/2016	3422	08872	NORTHUP GROUP	PRE-EMPLOYMENT PSYC EVAL; WELLS	\$340.00

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200484	1/20/2016	3442	08872	NORTHUP GROUP	PRE-EMPLOYMENT PSYCH EVAL; TREVINO	\$340.00
199874	1/5/2016	9661	01908	NORTHWEST CLEAN AIR AGENCY	AOP FY 2016 DOE DEVELOPMENT AND	\$128.34
200556	1/4/2016	1-4-16	01921	NORTHWEST PARKING EQUIPMENT	1ST QUARTER MAINTENANCE ON WA PARK	\$461.13
200557	1/21/2016	1-21-16	01921	NORTHWEST PARKING EQUIPMENT	PAYSTATION TICKET PAPER	\$298.38
199426	1/5/2016	0151602-IN	06422	NURNBERG SCIENTIFIC GROUP	MFC BROTH, PETRI DISHES, & PIPETS	\$616.33
200575	1/5/2016	0151940-IN	06422	NURNBERG SCIENTIFIC GROUP	MFC BROTH ROSOLIC ACID	\$269.27
200577	1/15/2016	0152055-IN	06422	NURNBERG SCIENTIFIC GROUP	BEAKER AND PIPETS	\$248.32
199856	1/15/2016	0152056-IN	06422	NURNBERG SCIENTIFIC GROUP	LOW PROFILE HDPE LOWBOYS, CYLINDER	\$212.72
200571	1/15/2016	0152057-IN	06422	NURNBERG SCIENTIFIC GROUP	BUFFER PH4	\$67.81
200570	1/26/2016	0152403-IN	06422	NURNBERG SCIENTIFIC GROUP	FILTER PIPETMAN	\$70.37
199836	1/14/2016	INV-9921	07844	NW COMMUNICATIONS. INC	RADIO REPAIR	\$125.51
200491	1/21/2016	09994	07844	NW COMMUNICATIONS. INC	REPAIRS FOR #90001	\$369.77
199927	1/14/2016	3986-264139	08539	O'REILLY AUTO PARTS	PART FOR #7903	\$55.03
200585	1/14/2016	817707232001	01962	OFFICE DEPOT	OFFICE SUPPLIES - PLANNING & C ATTORNEY	\$61.89
200588	1/19/2016	819078955001	01962	OFFICE DEPOT	CHAIR MAT - DUSTIN	\$85.03
200323	1/11/2016	0095331	06543	PACIFIC TIRE	MATERIAL FOR STOCK	\$254.33
200353	1/19/2016	0095486	06543	PACIFIC TIRE	TIRE ROTATION FOR VEH #511	\$29.30
200360	1/19/2016	0095494	06543	PACIFIC TIRE	TIRES FOR STOCK	\$269.34
199854	1/15/2016	285393	02050	PARAMOUNT SUPPLY COMPANY	FLEXITALIC	\$196.49
200512	1/12/2016	20978072	07351	PARTS MASTER	PARTS FOR WATER DEPT	\$140.78
200592	1/27/2016	Petty Cash	02092	PETTY CASH FUND	BREAKROOM SUPPLIES - HOT COCOA, CIDER	\$79.03
199829	1/6/2016	001-323147	02109	PISTON SERVICE OF ANACORTES	PART FOR #6935	\$6.90
199830	1/11/2016	001-323590	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #139	\$7.31
199890	1/12/2016	001-323761	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #511	\$1.16
199893	1/14/2016	001-324006	02109	PISTON SERVICE OF ANACORTES	PART FOR #7903	\$93.36

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199892	1/14/2016	001-324028	02109	PISTON SERVICE OF ANACORTES	PART FOR #7903	\$30.94
200361	1/15/2016	001-324076	02109	PISTON SERVICE OF ANACORTES	PART FOR #7903	\$70.03
200351	1/19/2016	001-324463	02109	PISTON SERVICE OF ANACORTES	PARTS FOR STOCK	\$198.97
200362	1/20/2016	001-324516	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #510	\$30.89
200352	1/20/2016	001-324569	02109	PISTON SERVICE OF ANACORTES	PRODUCT FOR #90009	\$4.74
200382	1/21/2016	001-313712	02109	PISTON SERVICE OF ANACORTES	TERRY TOWELS, WAX - KIWANIS PARK STATUE	\$28.36
200471	1/21/2016	001-324619	02109	PISTON SERVICE OF ANACORTES	OIL FOR VEH #170	\$70.87
200469	1/21/2016	001-324646	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #170	\$9.01
200468	1/22/2016	001-324734	02109	PISTON SERVICE OF ANACORTES	PART FOR SHOP	\$22.77
199386	12/7/2015	1018845	02137	POLYDYNE INC	CLARIFLOC POLYMER FOR THE INCINERATOR	\$2,265.48
200406	1/6/2016	BBB011616	02178	PROSTOCK ATHLETIC SUPPLY	WRISTBANDS, WHISTLES, LANYARDS - PEE	\$68.30
199804	1/12/2016	448872	09999	PUBLIC SAFETY SOURCE	2016 POLICE CAR - LAPTOP MOUNTS	\$1,738.80
199803	1/12/2016	448873	09999	PUBLIC SAFETY SOURCE	CHEVY 2016 SILVERADO LAPTOP MOUNT -	\$484.20
199917	1/8/2016	200018631677	02192	PUGET SOUND ENERGY	1100 ST. RT. 20	\$24.58
200422	1/11/2016	1/11/2016	02192	PUGET SOUND ENERGY	ELECTRICITY - MUSEUM/WTP/MHC	\$384.02
200413	1/11/2016	300000003909	02192	PUGET SOUND ENERGY	MAIN PLANT POWER	\$20,636.23
199919	1/11/2016	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS- ANACO BEACH RD	\$19.95
199920	1/11/2016	300000008114	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS VAULTS & STREET LIGHTS	\$566.61
200341	1/21/2016	300000004923	02192	PUGET SOUND ENERGY	ALL STATIONS: 12/5 - 1/7	\$964.57
199869	1/12/2016	0509754-IN	02260	REISNER DISTRIBUTOR INC	OIL SORBENT SPILL PADS	\$117.18
200483	1/22/2016	0510986-IN	02260	REISNER DISTRIBUTOR INC	OIL FOR #90009	\$77.16
199914	1/19/2016	Order	07982	RESCUEDIRECT INC	SHORT PRUSIK, LONG PRUSIK, HELMET (BMI)	\$878.36
200366	1/14/2016	96171238	01351	RICOH USA, INC	Copier rental C32016179 APD	\$134.20
200367	1/14/2016	96171240	01351	RICOH USA, INC	Copier Rental C32016995 APD	\$173.32
200368	1/14/2016	96171241	01351	RICOH USA, INC	Copier rental C32016951 Legal	\$31.89
200370	1/15/2016	96178061	01351	RICOH USA, INC	COPIER RENTAL C32029268 MUSEUM	\$154.39
200476	1/18/2016	5040080407	01299	RICOH USA, INC	B & W Additional copies C86112175 C/H	\$3,688.35

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199427	1/5/2016	31418116	02381	SCIENTIFIC SUPPLY & EQUIP INC	FILTERS, WEIGHING DISHES, & PIPET TIPS	\$392.28
200432	1/15/2016	31418335	02381	SCIENTIFIC SUPPLY & EQUIP INC	PIPET TIPS	\$84.92
200426	12/11/2015	118383	02280	SCOTT RICHARDS INSURANCE	POLICE EQUIPMENT INSURANCE RENEWAL 2016 - INLAND MARINE	\$2,831.00
199866	1/1/2016	118382	02280	SCOTT RICHARDS INSURANCE	INLAND MARINE EQUIPMENT & BOAT INSURANCE 2016	\$9,034.13
199860	1/1/2016	118579	02280	SCOTT RICHARDS INSURANCE	W.T. PRESTON INSURANCE RENEWAL 2016	\$4,036.00
199863	1/1/2016	118605	02280	SCOTT RICHARDS INSURANCE	COMMERCIAL AUTO INSURANCE 2016	\$24,508.00
199879	1/8/2016	119058	02280	SCOTT RICHARDS INSURANCE	COMMERCIAL PROPERTY INSURANCE RENEWAL 2016	\$86,138.00
199880	1/15/2016	119525	02280	SCOTT RICHARDS INSURANCE	DOCKS AND PIERS INSURANCE RENEWAL 2016	\$15,429.35
200473	1/21/2016	S6-843098	05774	SEATTLE AUTOMOTIVE	PARTS FOR VEH #006	\$411.37
199915	1/19/2016	Order	02389	SEAWESTERN FIRE APPARATUS & EO	STRUCTURE FIRE BOOTS, FIRE GLOVES FOR	\$1,439.80
200408	1/7/2016	G666633	02405	SEBO'S DO-IT CENTER	FASTENERS	\$36.98
200391	1/8/2016	A1064622	02405	SEBO'S DO-IT CENTER	NITRILE GLOVES	\$6.50
200392	1/8/2016	A1064684	02405	SEBO'S DO-IT CENTER	9V BATTERY	\$5.74
199828	1/8/2016	A1064686	02405	SEBO'S DO-IT CENTER	PART FOR VEH #213	\$17.03
199827	1/8/2016	B320030	02405	SEBO'S DO-IT CENTER	PART FOR VEH #605	\$9.76
199877	1/11/2016	A1065433	02405	SEBO'S DO-IT CENTER	DRILL BITS	\$42.58
200393	1/12/2016	A1065725	02405	SEBO'S DO-IT CENTER	PERFORATED PIPE - CEMETERY WALL	\$41.19
200394	1/12/2016	A1065757	02405	SEBO'S DO-IT CENTER	PVC PIPE - CEMETERY WALL	\$10.39
200395	1/12/2016	A1065905	02405	SEBO'S DO-IT CENTER	PAINT BRUSHES, STAIN - FLATBED REPAIR	\$51.59
199876	1/13/2016	B320369	02405	SEBO'S DO-IT CENTER	LYSOL AND SCREWS	\$62.49
199926	1/14/2016	A1066370	02405	SEBO'S DO-IT CENTER	LAV FAUCET FOR WASH. PARK	\$50.04
199837	1/14/2016	A1066469	02405	SEBO'S DO-IT CENTER	SUPPLIES CARNEGIE	\$36.85
199925	1/14/2016	A1066495	02405	SEBO'S DO-IT CENTER	12" CONNECTOR FOR WP PLUMBING	\$9.14
200404	1/14/2016	B320494	02405	SEBO'S DO-IT CENTER	FASTENERS, DOOR PULLS - FLATBED	\$41.98
199922	1/19/2016	A1067759	02405	SEBO'S DO-IT CENTER	PART FOR VEH #029A	\$10.64
200399	1/19/2016	A1067839q	02405	SEBO'S DO-IT CENTER	MOLE WORM, HOE - VOLUNTEER	\$39.04
200400	1/20/2016	A1068050	02405	SEBO'S DO-IT CENTER	BRUSH	\$3.23
200401	1/21/2016	A1068236	02405	SEBO'S DO-IT CENTER	FLASHLIGHT - CEMETERY	\$5.41
200446	1/21/2016	A1068331	02405	SEBO'S DO-IT CENTER	MOUNTING TAPE AND FASTENERS	\$20.31
200405	1/21/2016	B321856	02405	SEBO'S DO-IT CENTER	ELECTRICAL OUTLET	\$19.52

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200490	1/22/2016	0264646	02405	SEBO'S DO-IT CENTER	PARTS FOR #90009	\$30.83
200495	1/22/2016	A1068448	02405	SEBO'S DO-IT CENTER	WA PARK RESTROOM PLUMBING REPAIR	\$72.22
200496	1/22/2016	A1068472	02405	SEBO'S DO-IT CENTER	PAINT BRUSHES	\$9.05
200497	1/22/2016	A1068538	02405	SEBO'S DO-IT CENTER	CIRCUIT BREAKER - BALLFIELDS	\$11.71
200558	1/25/2016	A1069277	02405	SEBO'S DO-IT CENTER	BATTERY, PERF. PIPE - CEMETERY WALL	\$67.52
200580	1/26/2016	A1069669	02405	SEBO'S DO-IT CENTER	3/8" ROD	\$4.03
200480	1/15/2016	9409036557	09706	SHRED-IT USA	OLD RECORDS DESTROYED	\$35.00
200428	1/25/2016	9409139614	09706	SHRED-IT USA	CONTAINER SHREDDING - CITY HALL	\$35.00
199813	1/6/2016	0236433-IN	06303	SIRCHIE FINGER PRINT LAB	PATROL SUPPLIES; EVIDENCE TAPE	\$150.55
200515	1/21/2016	0196255-IN	03844	SIRENNET.COM	RED/WHITE ION DASH LIGHT FOR NEW FIRE	\$239.20
199909	1/19/2016	Renewal 2016	03884	SKAGIT COUNTY BAR ASSN	SK BAR ASSOCIATION MEMBERSHIP RENEWAL - SWETNAM	\$75.00
199807	12/31/2015	Ana 4Qtr 2015	02484	SKAGIT COUNTY DEM	4TH QUARTER BILLING FOR EMERGENCY	\$8,615.06
199887	1/8/2016	1st quarter	02496	SKAGIT COUNTY DISTRICT COURT	FIRST QUARTER BILLING FOR JUDICIAL	\$14,722.00
199865	12/31/2015	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	DECEMBER TONNAGE HAULED	\$72,530.55
200511	8/14/2015	135101	02476	SKAGIT HYDRAULICS	PARTS FOR VEH #510	\$311.89
199889	1/19/2016	Jan 2016	07723	SKAGIT LAW GROUP PLLC	PROSECUTING ATTORNEY SERVICES JAN. 2016	\$6,000.00
199885	1/13/2016	1398313	02519	SKAGIT PUBLISHING	AA-1398313 NOTICE OF APP & HEARING SEPA	\$195.02
199895	1/13/2016	1402005	02519	SKAGIT PUBLISHING	AA-1402005 ORD 2967 TBD	\$51.74
199884	1/13/2016	1403850	02519	SKAGIT PUBLISHING	AA-1403850 NOTICE OF APP SHORT PLAT	\$127.36
199886	1/13/2016	1403937	02519	SKAGIT PUBLISHING	AA-1403937 SERIES SPECIAL MEETING	\$59.70
200540	1/16/2016	212719	02519	SKAGIT PUBLISHING	POSITION AD, OIT, WATER TREATMENT PLAN	\$438.63
200457	1/20/2016	1404907	02519	SKAGIT PUBLISHING	AA-1404907 REVISED HEARING SEPA	\$127.36
200463	1/20/2016	1404924	02519	SKAGIT PUBLISHING	AA-1404924 REVISED NOTICE SEPA APP	\$171.14
200465	1/20/2016	1406099	02519	SKAGIT PUBLISHING	AA-1406099 INVITE FOR BID SEWER LINE	\$155.22
200460	1/25/2016	1406402	02519	SKAGIT PUBLISHING	AA-1406402 NOTICE OF APP SHORT PLAT	\$127.36
200472	1/22/2016	287887	02549	SMILEY'S INC	PART FOR #11-903	\$40.96
200389	1/8/2016	92698038	08425	SMOKEY POINT CONCRETE INC	BLOCKS - CEMETERY WALL	\$423.15
200390	1/12/2016	92702809	08425	SMOKEY POINT CONCRETE INC	COBBLE - CEMETERY WALL	\$943.95
200564	1/27/2016	SNUG REGISTRATION	09556	SPILLMAN NW USERS GROUP	2016 REGISTRATION FEE; INGRAM	\$100.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200372	1/21/2016	Order	10004	SPORTS CHALET	PAT EQUIPMRENT: SIMULATOR	\$230.56
199900	1/13/2016	L112077	02623	STATE AUDITOR'S OFFICE	Statutory Audit Svc 07-07	\$88.50
200533	1/26/2016	Ref000200533	10011	STEGMAN, DUANE	UB Refund Cst #044246	\$16.43
200543	1/22/2016	20066-7 PAA	02666	SUMMIT LAW GROUP	LEGAL SERVICES, 12/4/15	\$371.00
200410	1/8/2016	20985	08502	SUNNY BUNNY EASTER EGGS	PLASTIC EASTER EGGS W/ CANDY	\$560.22
199840	1/5/2016	1094080	02681	SURETY PEST CONTROL	SERVICE FOR OPS/SHOP	\$379.75
200344	1/21/2016	1091023	02681	SURETY PEST CONTROL	STA 2: JANUARY SERVICE	\$43.40
200586	1/12/2016	25874370	08835	SURVEYMONKEY.COM, LLC	ANNUAL SUBSCRIPTION RENEWAL 2016	\$300.00
200499	1/25/2016	lotbuyback	10008	SWENSEN, JOHN & CLAUDIA	BUY BACK LOTS N & P, BLOCK164, GVA	\$690.00
199826	1/13/2016	160019	04831	T-SHIRTS BY DESIGN	BOYS BASKETBALL T SHIRTS	\$1,746.85
200374	1/21/2016	160035	04831	T-SHIRTS BY DESIGN	WORK SHIRTS FOR OLE LINDBO	\$21.70
200454	1/22/2016	160045	04831	T-SHIRTS BY DESIGN	PRINT CITY LOGO ONTO WATER CREW SAFETY VEST	\$32.55
199902	1/5/2016	L85658900104	03483	TIGERDIRECT INC	HP V242H 24-INCH LED MONITORS	\$431.88
200532	1/26/2016	Ref000200532	09956	TRI PROPERTIES LLC	UB Refund Cst #042200	\$154.39
200425	12/16/2015	4599	02338	TULIP VALLEY SUPPLY	FACILITY SUPPLIES	\$137.74
200380	1/21/2016	4599	02338	TULIP VALLEY SUPPLY	FACILITY SUPPLIES	\$137.74
200462	12/1/2015	045-147551	00847	TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANCE	\$74,666.04
199417	1/4/2016	73439347	02798	ULINE	HEAVY DUTY POLY TUBING	\$527.91
200378	12/31/2015	114-3624397	04834	UNITED SITE SERVICES	CLEANING SERVICE FOR DECEMBER	\$105.56
200539	1/23/2016	4121 2521 2000 4604	02813	UNITED STATES POSTAL SERVICE	VISA - USPS ENVELOPES	\$163.10
200549	1/25/2016	0542005-001	02835	UNUM LIFE INS CO OF AMERICA	UNUM LEOFF1 LONG-TERM CARE INSURANCE	\$1,898.25
200552	1/25/2016	2260250052	02863	VALLEY FREIGHTLINER INC	PART FOR VEH #202	\$18.29
200587	1/25/2016	09036820	07342	VERIZON BUSINESS	MONTHLY ACCESS CHARGES & LONG DIST	\$106.83
200356	1/4/2016	DUES 2016-00123	02917	WASH ASSN OF SHERIFFS	ACTIVE DUES 2016; CHIEF BOWERS	\$245.00
199904	1/7/2016	718	02926	WASH RECREATION & PARK ASSN	ANNUAL CONFERENCE-BOB VAUX - ONE DAY	\$179.00
199913	1/19/2016	707	02926	WASH RECREATION & PARK ASSN	ANNUAL WASHINGTON AND RECREATION PARKS	\$269.00
200589	1/19/2016	RE 41 JA2711 L134	02941	WASH ST DEPT OF TRANSPORTATION	COMMERCIAL AVE & 8TH STREET SIGNAL	\$298.86
199832	1/5/2016	l16004055	02928	WASHINGTON STATE PATROL	BACKGROUND CHECKS FOR BOY'S BASKETBALL	\$132.00
199929	1/7/2016	903651	09237	WASHINGTON TRACTOR	PARTS FOR VEH #705	\$188.00
199930	1/20/2016	909512	09237	WASHINGTON TRACTOR	PART FOR VEH #705	\$20.80

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
200536	1/26/2016	Ref000200536	09958	WEBSTER, MARIE & SCOTT	UB Refund Cst #054472	\$136.83
199833	1/12/2016	E231145	03027	WESTERN PETERBILT INC	PART FOR VEH #513	\$89.61
200522	1/26/2016	Subscription	03064	WHIDBEY NEWS TIMES	PERIODICAL WHIDBEY NEWS TIMES	\$105.00
199842	1/14/2016	order	10000	WILSON, JOE	USED FLATBED FOR ROLL OFF TRUCK #513 TO	\$2,000.00
199850	1/18/2016	630390	08747	YSI INCORPORATED (XYLEM)	OBOD SENSOR CAP KIT	\$131.10
200350	1/21/2016	2329263	09791	ZOLL MEDICAL CORPORATION	SENSOR FOR INFANTS	\$646.93
315						

Total **\$711,190.25**



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 5c

Subject: Public Hearing on Martin Vacation, 2218 10th Street

Staff Contact: Public Works Director Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1942
	Contract
	Public Hearing
	Staff Report

Summary Statement: Seeking approval of public hearing date of March 7, 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: None

Competing Viewpoints Considered: None

Recommended Motion: I move to approve Resolution No. 1942 setting a public hearing date.

Alternative Actions: Decline to set a public hearing date

Attachments (listed in order presented): Resolution 1942

RESOLUTION NO. 1942

**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 2218 10th Street shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **7th day of March 2016.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 1st day of February 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: 2/1/2016 **Agenda Item:** 5d

Subject: Interlocal Services Agreement for Reciprocal Borrowing with the Central Skagit Rural Partial County Library District (CSRPCLD).

Staff Contact: Sheri Miklaski

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

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

Summary Statement: This Interlocal reciprocal borrowing agreement would allow City of Anacortes residents that have a library card in good standing access to additional digital resources to which the Anacortes Public Library does not currently provide access..

Background: In November 2013, reciprocal borrowing agreements were signed between the City of Anacortes and the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the La Conner Regional Library District, and the Upper Skagit Library District. At that time, the CSRPCLD was too new and did not have resources with which to reciprocate. CSRPCLD now has a small collection contained in a small building that is staffed Monday - Friday from 10 am - 6 pm. They also subscribe to additional digital resources that our library patrons would be able to access should they choose to obtain a library card from CSRPCLD.

Budget Impact	
Amount Budgeted	0.00
Budget Account (BARS)	N/A
Proposed Expenditure	0.00
Budget Amendment Required?	No
Revenue Source	N/A

Proposed Contract	
Contractor	N/A
Amount	0.00
Start Date	2/2/16
End Date	N/A

Previous Council/Committee Action: Council reviewed the proposed interlocal at the January 25, 2016 study session but took no action at that time.

Competing Viewpoints Considered: The CSRPCLD has a very small physical space and a very small physical collection. The timeline for when the CSPCLD will move into a larger physical space is still vague.

Recommended Motion: I move that the City Council approve the Interlocal Services Agreement between the City of Anacortes and the Central Skagit Rural Partial County Library District for Reciprocal Library Borrowing.

Alternative Actions: Delay entering into Interlocal services agreement for reciprocal borrowing until the Central Skagit Partial County Library District has either signed a lease or purchase and sale agreement on a larger space or until they occupy a larger building.

Attachments (listed in order presented): (1) Interlocal Services Agreement between the City of Anacortes and the Central Skagit Rural Partial County Library District for Reciprocal Library Borrowing. (2) Map of Sedro Woolley School District #101.

**INTERLOCAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANACORTES AND THE
CENTRAL SKAGIT RURAL PARTIAL COUNTY LIBRARY DISTRICT
FOR RECIPROCAL LIBRARY BORROWING**

This Interlocal agreement is made this _____ day of _____, 2016, between the City of Anacortes and the Central Skagit Rural Partial County Library District, pursuant to RCW 39.34.

Whereas, the City of Anacortes maintains a public library, and also desires to expand the opportunities for its library patrons to utilize library services when they are outside of the City of Anacortes boundaries; and

Whereas, the Central Skagit Rural Partial Library District also maintains a public library, which desires to expand the opportunities for its library patrons to utilize library services when they are outside of the Central Skagit Rural Partial County Library District boundaries; and

Whereas, the Anacortes City Council and the Board of Trustees of the Anacortes City Library (hereinafter referred to as APL) and the Central Skagit Rural Partial County Library District Board of Trustees (hereinafter referred to as CSRPCLD) find that it is in the best interests of their respective libraries to explore the creation of a reciprocal borrowing process that would allow their respective patrons to borrow library materials in-person from the other library under the same conditions that apply to resident patrons (excluding non-resident charges for library services); and

Whereas, all Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to, the services their libraries provide,

IT IS NOW THEREFORE AGREED BY THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to facilitate the use of neighboring libraries by Resident Cardholders.

2. Term: This Agreement shall commence on February 2, 2016 and continue until terminated by either party.

3. Definitions: For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Resident Cardholder" shall refer to a library cardholder who resides within the district boundaries of the APL or the CSRPCLD, as well as those entitled by the library policies of each library to resident library cards. For the purposes of this Agreement, a non-resident who must pay a fee to either library to receive a library card shall not be characterized as a Resident Cardholder.

(b) "Owning Library" refers to the library that owns the item to be checked out.

4. Specific Provisions. The Resident Cardholders of one library's service area may obtain a library card permitting the use of the other library's facilities and services, without payment of a non-resident fee, under the following conditions:

(a.) The current policies and procedures for the provision of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:

1. Library materials placed on hold must be picked up by the library cardholder at the Owning Library.
2. Library materials must be returned to the Owning Library. The patron remains responsible for materials returned to the incorrect library, including any overdue charges. The receiving library agrees to contact the Owning Library to notify them of improperly returned items and to notify the patron of the improper return. The receiving library will not, however, assume responsibility for returning materials to the Owning Library.

(b.) The Reciprocal Use Agreement does not extend to each library's non-resident cardholders, only to eligible residents living within their respective district boundaries and those entitled by each library's policies to resident status.

(c.) A cardholder of APL, except non-resident library cardholders, shall be entitled to all the privileges of a Resident Cardholder of CSRPCLD; likewise, a cardholder of CSRPCLD, except non-resident library cardholders, shall be entitled to all of the privileges of a Resident Cardholder of APL.

(d.) Each system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

5. Review. The Directors of both libraries will review the effectiveness of this Agreement annually and will submit an annual report to their governance bodies.

6. Termination. This Agreement may be terminated by either Party by giving ninety (90) days written notice to the other Party, provided that termination shall not affect or impair this Agreement of the Parties that are agreed to on or before the termination.

7. Financing. Each Party will bear its own cost of performing under this Agreement.

8. Notices. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

*To the Central Skagit Rural
Partial County Library District:*
Attn: Library Director
100 W State St Suite C
Sedro Woolley, WA 98284

To the Anacortes Public Library:
Attn: Library Director
1220 10th St
Anacortes, WA 98221

9. Amendment. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties.

10. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the Parties or through JAMS. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to the Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the Parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Applicable Law-Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Skagit County, Washington.

12. Waiver. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the Party to be bound thereby.

13. Concurrent Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

15. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

16. Entire Agreement. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**CENTRAL SKAGIT RURAL PARTIAL
COUNTY LIBRARY
DISTRICT**

**By: Mindy Coslor
Board Chair**

Date:_____

Chairpersons:

CITY OF ANACORTES

**By: Laurie Gere
Mayor**

Date:_____

APPROVED AS TO FORM:

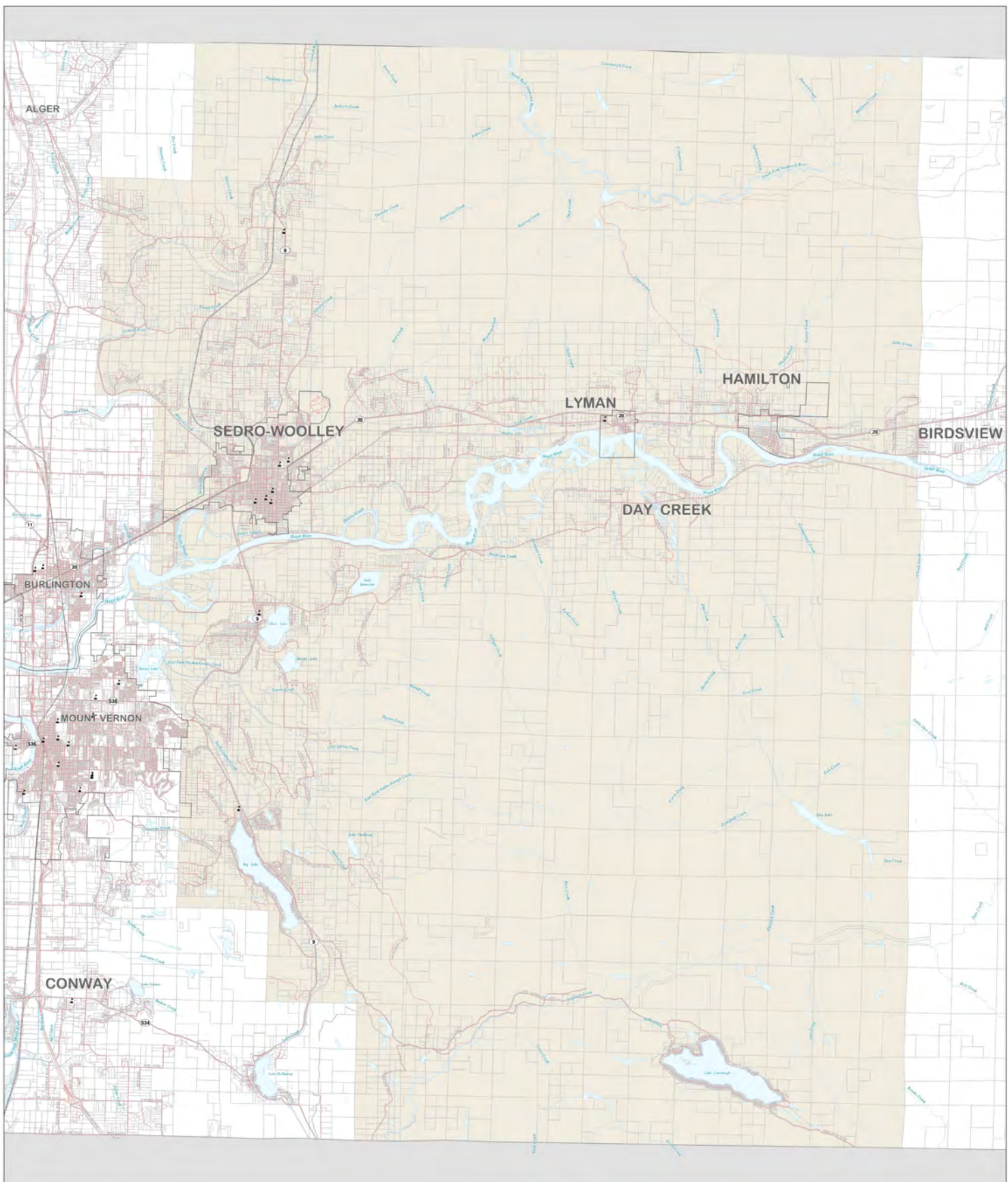
**By: Darcy Swetnam
City Attorney**

ATTEST:

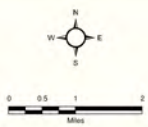
**By: Steve Hoglund
Finance Director**

Approve:

**By: Dave Duck
Anacortes Library Board
President**



Sedro Woolley School District #101



Sedro Woolley School District School City Limits



October 2015
Shaght County GIS



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 5e

Subject: 3-Year Annual Maintenance for HVAC Mechanical Equipment

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Emily Schuh

Action Type	
	Ordinance
	Resolution
X	Contract
	Public Hearing
	Staff Report

Summary Statement: Staff requests consent to issue a contract to Blythe Plumbing & Heating, Inc. to provide annual maintenance for HVAC mechanical equipment for a total amount of \$57,694.88. This contract amount covers maintenance for 3 years (2016-2018) and a provision to make minor repairs as needed.

Recommended Motion: The recommended motion is Council provide its consent to issue a contract to Blythe Plumbing & Heating, Inc. for continued maintenance of city-owned HVAC mechanical equipment.

Background: Blythe Plumbing & Heating, Inc. has provided these services to the City since 2004.

Budget Impact	
Amount Budgeted	\$15,725/year annual maintenance
Budget Accounts (BARS)	Multiple
Proposed Expenditure	Same
Budget Amendment Required	No
Revenue Source	City Funds

Previous Council/Committee Action: N/A

Alternative Actions: N/A

Attachment: Contract



AGREEMENT NO. 16-015-IDS-001

Date: 2 February 216

Vendor 00369:
Blythe Plumbing & Heating, Inc.
2201 Humboldt Street
Bellingham, WA 98225

Contact: Dawn Hayes
Phone: (360) 389-5503
Email: dhayes@blytheinc.com

Issuing Office:
City of Anacortes
Public Works Department
Denise Van Wyck, Grant/Contracts Administrator
PO Box 547
Anacortes, WA 98221
(360) 299-1971
denisev@cityofanacortes.org

City Contact:
Mac Jackson—Facilities Manager
(360) 661-3476 (cell) (360) 299-1961
Email: jacksonm@cityofanacortes.org
PO Box 547
Anacortes, WA 98221

Duration of Work: 5 February 2016 - 31 December 2018
Shipping Terms : FOB Destination (Materials & Equipment)

LINE ITEM	QTY	DESCRIPTION	U/M	UNIT PRICE	AMOUNT
1	1	Annual Maintenance Fee Mechanical Equipment per Exhibit A—Year 2016	LS	\$15,725.00	\$15,725.00
2	1	Annual Maintenance Fee Mechanical Equipment per Exhibit A—Year 2017	LS	\$15,725.00	\$15,725.00
3	1	Annual Maintenance Fee Mechanical Equipment per Exhibit A—Year 2018	LS	\$15,725.00	\$15,725.00
4	1	Time and Material Support Maintenance, Repair and Training Services Excluded From Annual Fees The work defined above is subject to enclosed Exhibit A and General Provisions which are hereby incorporated by reference and made a part hereof.	NTE	\$ 6,000.00	\$ 6,000.00
		Subtotal			\$53,175.00
		Sales Tax @ 8.5%			\$ 4,519.88
		Total Price			\$57,694.88

Blythe Plumbing & Heating , Inc.

City of Anacortes

Signature

Laurie Gere, Mayor

(Print Name)

Date

Date

AGREEMENT 16-015-IDS-001
EXHIBIT A

GENERAL REQUIREMENTS

Under this contract, hereinafter referred to as "Agreement", entered into between the City of Anacortes, hereinafter referred to as "City", and Blythe Plumbing & Heating, Inc., hereinafter referred to as "Contractor"; it is agreed that the Contractor shall provide annual maintenance for the equipment listed in the attached Schedule which is hereby made a part of Exhibit A. The Schedule identifies Location for the equipment listed. The Contractor shall provide annual maintenance service on the equipment listed in the attached Schedule over a three (3) year period beginning Year 2016 through the end of Year 2018. The lump sum price to perform Complete Service at each Location is provided in the table below. The agreed upon frequency per Location and extended amounts are also shown. The total annual maintenance price for mechanical equipment is based upon the rates in the following table and the itemized equipment on the Schedule.

Complete Service includes all labor and materials to maintain HVAC equipment at the Locations listed below in accordance with the Technical Requirements described below. The Contractor shall submit the names of two (2) journey level technicians who will perform the service under this Agreement.

Location (Complete Service at Each Site)	Street Address	City	Cost of Complete Service	Frequency Per Calendar Year	Amount
Library	1220 10 th Street	Anacortes	\$1,625.00	2	\$3,250.00
Public Safety Building	1218 24 th Street	Anacortes	\$1,033.00	2	\$2,066.00
City Hall	904 6 th Street	Anacortes	\$ 820.00	3	\$2,460.00
Fidalgo Center	1701 22 nd Street	Anacortes	\$ 578.00	2	\$1,156.00
Museum	1305 8 th Street	Anacortes	\$ 145.00	1	\$ 145.00
Interpretive Center & Snagboat @ Preston	703 R Avenue	Anacortes	\$ 182.00	1	\$ 182.00
Fire Station I	1016 13 th Street	Anacortes	\$ 468.00	2	\$ 936.00
Fire Station II	5209 Sunset	Anacortes	\$ 173.00	2	\$ 346.00
Water Treatment Plant	14489 Riverbend	Mount Vernon	\$1,970.00	1	\$1,970.00
Water Intake Facility	14301 Avon Allen Rd	Mount Vernon	\$ 173.00	2	\$ 346.00
Wastewater Treatment Plant	500 T Avenue	Anacortes	\$ 587.00	1	\$ 587.00
WWTP-Filter Change	500 T Avenue	Anacortes	\$ 421.00	1	\$ 421.00
Operations-Maintenance Shop	2201 37 th Street	Anacortes	\$ 198.00	1	\$ 198.00
Anacortes Depot Center	611 R Avenue	Anacortes	\$ 257.00	1	\$ 257.00
Fire Station I & II Co-Ray-Vac Heaters	Co-Ray-Vac Heaters	Anacortes	\$ 441.00	1	\$ 441.00
Boiler Tune-Up Public Safety, Building, City Hall, & Library	Multiple	Anacortes	\$ 964.00	1	\$ 964.00
Total					\$15,725.00

AGREEMENT 16-015-IDS-001
EXHIBIT A

TECHNICAL DESCRIPTION

The Contractor shall provide a service checklist detailing equipment and service performed. The checklist will contain the following points:

- Filter size, quantity, condition
- Belt size, quantity, condition
- Oil motors and bearings
- Check blower motor amp draw, supply fan, return fan
- Check heat exchanger
- Check efficiency
- Check critical temperatures
- Check coil conditions
- Refrigerant type
- Check amp draw on compressors
- Check amp draw of outdoor fans
- Operation of total system

Technical requirements are described as follows:

Air Filter Replacement: Pleated air filters shall be supplied, delivered and removed from the different facilities at the time of service. There is no onsite storage. The Contractor is responsible for determining the correct count and size of the air filters and shall match existing filters currently in use.

Air Handlers: All AHU service shall include checking belts, pulley sheave inspection and alignment, condensate pan, vibration, coil inspection and cleaning when required, supply voltage, motor amps, economizer damper operation, lube all damper pivot points and linkage, condition of intake screens. Contractor shall add tabs to condensate pan to control biological growth.

Gas Fired Boilers: Basic inspection (each time building is serviced) of operational performance and include visual inspection of boiler, controls and piping, flame color and size, make up water strainers, expansion tank level, entering and leaving temperatures, voltage, amp draw, relief valve lift and check for proper seating, pressures and temperatures, low water cut off, operating safeties and limits. Annual boiler inspection service shall include all of basic inspection and combustion analysis for each boiler. Plus a complete inspection of the entire boiler per manufacture specification. This service shall include removal of inspection panels to fully access the burner assembly and assessing the inside of the firing chamber insulation condition.

Chillers: Basic inspection shall include compressor oil level, operating pressures and temperatures at full load condition, discharge line temp, chilled water temp, condenser water temp, hot gas bypass operation, sequence of operation, crank case heaters, change to lead compressor, liquid line sight glass, control set point, all motor amps, supply voltage, unusual noise and vibration, refrigerant leaks (visual), capacity controls, safety controls, chilled water pressure and chilled water freeze point.

AGREEMENT 16-015-IDS-001
EXHIBIT A

Smoke Dampers: Should be checked one a year at the Public Safety Building and the Anacortes Public Library to make sure they are functioning properly.

Fan Coils: All smaller wall mount heating fan coils inspection/service shall include checking operation of fan motor voltage, amp draw, fan blade condition, actuator operation and temperature of water in and out of coil.

Gas Insert Fireplace: Gas fireplace inspection/service shall include cleaning of burner, testing of spark ignition/safety systems and conditions of flue.

Pumps: Pump service should include inspection of pump operation, check and clean screen, check for access vibration and noise, voltage, amp draw and lubricated as per manufacture recommended levels.

Rooftop AHU: Rooftop unit inspection shall include a check of fan belts, pulley/sheave wear and alignment, condensate pan, unusual vibration, cooling/heating coils, hydronic actuator operation, motor supply voltage, amp draw, economizer damper operation, lube all damper points and linkage, condition of fresh air intake screen. Belts checked and filters changed when needed.

Split A/C: Each split A/C units should be inspected/serviced. Indoor unit shall be checked for coil condition, air temp in and out, inspect fan blades, fan motor voltage and amp draw. Outdoor unit service shall include coil inspection and cleaning when required, compressor superheat, voltage, amperage, fan inspected and cleaned as required.

VAV Terminal Units: Each VAV fan powered terminal unit should be checked to confirm fan motor operation. This check can happen when filter for unit is changed.

Variable Frequency Drive: Each drive should be checked for shut down and check tightness of all wiring terminals, inspection for overheating, check microprocessor for logged failure activities, operate unit through full range of performance.

SEPARATELY PRICED SERVICES

Repair or replacement of failed HVAC equipment is outside the annual maintenance fee. The Contractor may discover failed equipment while performing annual maintenance and inspection. Should this occur, the Contractor shall contact Mac Jackson, Facilities Manager, to receive authorization to perform the repair or replacement. Labor and parts required to perform this type of service will be payable under Line Item 4 to this Agreement not-to-exceed the stated amount. Reimbursement under Line Item 4 is on time and materials basis and Contractor shall furnish supporting documentation to substantiate the invoiced amount(s). Contractor minimum charge policy and travel do not apply.

A pre-approved amount of \$100.00 per unit including parts and labor is hereby pre-approved without prior approval by the Facilities Manager.

JOB NAME Anacortes Public LibraryADDRESS 1220 10th St
Anacortes, WA 98221CONTACT Russ Pittis
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1410	C						C					

Filter Summary:

14- 12x18x1	1- 16x30x1
20- 14x18x1	3- 20x24x2
12- 14x20x1	15- 24x24x2

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
Trane*	SLHGD114FVJ8GG-D9001ABWEOGKL-OORT0065#	AHU-1 Rooftop air handler with air conditioner and hot water heat*	C02A00319	Roof	(3) 20x24x2 (12) 24x24x2 Pleated pre filters	(2)5VX1120 (4)5VX950	480	3
CompuAire/ Liebert	MKA-212C*	ACU-1/AH-1 Computer room air conditioner	MK02-004-1585	Roof	(1)16X30X1	DD	208	1
Nailor	D353WST	VAV Fan terminal units (38)	154040	Above T-bar main floor	(12)14X20X1 (14)12X18X1 (20)14X18X1	DD	208	1
A O Smith	200GW1000	B-1 Gas Boiler	200E0268362	Mech. Room	N/A	N/A		
A O Smith	200GW1000E26N140000	B-2 Gas Boiler	200E0268294	Mech. Room	N/A	N/A		
A O Smith	200GW1000E26N40000	B-3 Gas Boiler	200E0268303	Mech. Room	N/A	N/A		
A O Smith	FPSH75262	WH-1 Water Heater	MD02-1620351-262	Mech. Room	N/A	N/A		
Taco	KS3011AE2JKA403D	Circulating Pump	264791	Mech. Room	N/A	N/A		
Taco	KS3011AE2JKA403D	Circulating Pump	264791	Mech. Room	N/A	N/A		
Taco	KS3011AE2JKA403D	Circulating Pump	264791	Mech. Room	N/A	N/A		
Cook	120CPFB	EF-1 Exhaust Fan	033567000000 7010202	Mech. Room	N/A	(1) A36	460	3
Cook	100C2B	EF-2 Exhaust Fan		Roof	N/A	(1)4L170	120	1
Cook	705C0NB	EF-3 Exhaust fan		Mech. Room	N/A	(1)A31	120	1

SPECIAL NOTES:

- * Clean coils in Trane rooftop AHU 1x/year
- * Inspect gas fireplace for safe and efficient operation 1x/year

MECHANICS NOTES:

JOB NAME Anacortes Public Safety BuildingADDRESS 1218 24th St.
Anacortes, WA 98221CONTACT RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1411	C						C					

Filter Summary:

11 - 16x16x1	1 - 20x25x1
2 - 16x20x1	3 - 12x24x2
3 - 20x20x1	12 - 24x24x2

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
Carrier*	38AH-074-5	AHU-1 Outdoor A/C Unit*	3999F53871	Roof	N/A	N/A		
Scott Springfield*	HQ-280-AHU-25500-C	AHU-1 Indoor Air Handler*	B00-7013-MI	Mech. Room	(12)24x24x2 (3) 12x24x2	(3)5VX106 (2) B93	208	3
A O Smith	BTR-120-104	Hot Water Heater	MB000910394	Mech. Room	N/A	N/A		
Liebert	PFC014A-PL0	AC-1 Outdoor A/C Unit	0008C22534	Roof	(1) 20x20x1	DD		
Liebert	MMD12E	AC-1 Indoor Air Handler	N/A	TBD		DD		
Airtherm	HSW-125	Unit Heater	9022706	Storage Room	N/A	N/A		
B&G	1.5BC 7.875BF	CP-1 Circ Pump	2193650	Mech. Room	N/A	N/A	208	3
B&G	1.5BC 7.875BF	CP-2 Circ Pump	2193651	Mech. Room	N/A	N/A	208	3
B&G	2AA 4.750BF	CP-3 Circ Pump	2171 249 B00	Mech. Room	N/A	N/A	208	3
B&G	2AA 4.750BF	CP-4 Circ Pump	2171 248 B00	Mech. Room	N/A	N/A	208	3
Penn	N/A	EF-1 Exhaust Fan Court Room	N/A	Roof	N/A	(1) A40	120	1
Penn	DX11B	EF-2 Exhaust Fan	N/A	Roof	N/A	(1) 4L250		
Penn	5X105BC	EF-3 Exhaust Fan Evidence room	N/A	Roof	N/A	(1) A43		

Penn	N/A	EF-4 Exhaust Fan	N/A	Restroom	N/A	(1) A43	120	1
Penn	D10	EF-5 Exhaust Fan	WE080107-9	Mech. Room	N/A	(1) A26	208	3
Penn	D36	RF-1 Return Fan	WE080264-1		N/A	(2) B93	208	3
Tuttle Bailey	FPCD000L512BKGO CBD	FPU-1 Fan Powered Unit	N/A	Ceiling	(1) 16x20x1	DD	208	1
Tuttle Bailey	FPCD000L412BKAGBBD	FPU-2 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	208	1
Tuttle Bailey	FPCD000L614BKAGOCBD	FPU-3 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	208	1
Tuttle Bailey	FPCD000L412BRAGOCBD	FPU-4 Fan Powered Unit	N/A	Ceiling	(1) 20x20x1	DD	208	1
Tuttle Bailey	FFCD000L310BKAGOBBD	FPU-5 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FPCD000L308BKGO CBD	FPU-6 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FFCD000L614EKAGOCBD	FPU-7 Fan Powered Unit	N/A	Ceiling	(1) 20x20x1	DD	208	1
Tuttle Bailey	FPCD000L716EKAGOCBD	FPU-11 Fan Powered Unit	N/A	Ceiling	(1) 20x25x1	DD	208	1
Tuttle Bailey	FFCD000L412EKAGOBBD	FPU-12 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FFCD000L206BKAGOBBD	FPU-16 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FPCD000L310BKAGOBBD	FPU-17 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FPCD000L206BKAGOBBD	FPU-18 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FPCD000L512EKAGOBBD	FPU-19 Fan Powered Unit	N/A	Ceiling	(1) 16x20x1	DD	120	1
Tuttle Bailey	FPCD000L206EKAGOBBD	FPU-20 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1

Tuttle Bailey	FPCD000L206EKAGOBBD	FPU-21 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	FPCD000L206BKAGOBBD	FPU-22 Fan Powered Unit	N/A	Ceiling	(1) 16x16x1	DD	120	1
Tuttle Bailey	N/A	Air Terminal Unit	N/A	Ceiling	N/A	N/A		
Tuttle Bailey	N/A	Air Terminal Unit	N/A	Ceiling	N/A	N/A		
Tuttle Bailey	N/A	Air Terminal Unit	N/A	Ceiling	N/A	N/A		
Tuttle Bailey	N/A	Air Terminal Unit	N/A	Ceiling	N/A	N/A		
Tuttle Bailey	N/A	Air Terminal Unit	N/A	Ceiling	N/A	N/A		

SPECIAL NOTES:

* Clean coils in Carrier outdoor A/C unit and Scott Springfield indoor AHU once (1) per year

MECHANICS NOTES:

JOB NAME Anacortes City HallADDRESS 904 6th St.
Anacortes, WA 98221CONTACT RUSS PITTIS
360-661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1412	C				C				C			

Filter Summary:

1 - 8x32x1	4 - 16x20x2
1 - 8x44x1	8 - 16x25x2
2 - 22x24x1	3 - 20x25x2

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
Trane	8	AHU-1	U80A136T	1 st Floor	(4)16x20x2	A53	208	3
Trane	L10	AHU-2	U78M08459	1 st Floor	(4) 16x25x2	A65	208	3
Trane	L10	AHU-3	U76M08460	1 st Floor	(4) 16x25x2	A60	208	3
Trane	6	AHU-4	U80A13669	2 nd Floor Above Women's Restroom	(2) 20x25x2	A45	208	3
Trane	3	AHU-5	U80A13670	2 nd Floor Above Women's Restroom	(1) 20x25x2	A39	208	3
Trane	D32A006	AHU-6	S79M-19887	2 nd Floor Attorney Office	(1) 8x44x1	DD		
Trane		Air Handler	N/A	3 rd Floor Engineering Office	(1) 8x32x1	DD	208	1
Rheem	RHQA-1610S	Air Handler	N/A	3 rd Floor North unit	(1) 22x24X1	DD	208	1
Rheem	RHQA-1610S	Air Handler	HM48894491	3 rd Floor South Unit	(1) 22x24x1	DD	208	1
Mitsubishi	PKA-A30KA4	I.T. A/C	31M00187	I.T. Offices				
Fujitsu	ASU9C1	Phone Room A/C	Y002751	3rd Floor REMOVED FROM SERVICE				
B&G	FD40T K00	Circ Pump	105137	Boiler Room	N/A	N/A	208	3
B&G	90 40T789	Circ Pump	179055	Boiler Room north wall	N/A	N/A	208	3

MECHANICS NOTES:

JOB NAME Anacortes Fidalgo CenterADDRESS 1701 22nd St.
Anacortes, WA 98221CONTACT RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1413	C						C					

Filter Summary:

2 - 20x20x2

4 - 20x25x2

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
Trane	TDC120C960A0	Furnace #1	J01513591	1 st Floor	Washable	DD	115	1
Trane	TDC120C960A0	Furnace #2	J38529651	1 st Floor	Washable	DD	115	1
Trane	TDC120C960A0	Furnace #3	J03529794	1 st Floor	Washable	DD	115	3
Trane	TDC120C960A0	Furnace #4	J35501118	1 st Floor	Washable	DD	115	1
A O Smith	BTC120920	Hot water heater	MM94-0389432-920	1 st Floor	N/A	N/A		
A O Smith	BTC120920	Hot water heater	MM94-0389433-920	1 st Floor	N/A	N/A		
A O Smith	ELSF30101	Hot water heater	MM94-0092650-101	1 st Floor	N/A	N/A		
Trane*	YCH150B3HODA	Air Conditioner*	J27144021D	Outside Ground	(2) 20X20X2 (4) 20X25X2	BX68	208	3
Greenheck	GB-160-7X	Exhaust Fan	94K10161	ROOF		A26		
Greenheck	G-80-DGEX-QD	Exhaust Fan	94108955	ROOF		DD		
Greenheck	CUBE-240-15-G	Exhaust Fan #3 KITCHEN	94K11360	Roof		A32		

SPECIAL NOTES:

*Clean coils in Trane outdoor A/C unit - once (1) a year

Inspect gas fireplace for safe and efficient operation - once (1) a year

MECHANICS NOTES:

JOB NAME ANACORTES BOILER PMADDRESS MULTIPLE LOCATIONS - SEE BELOWCONTACT RUSS PITTIS

City Hall - 904 6th Street

360-299-1941

Library - 1220 10th Street

Public Safety - 1218 24th Street

Depot - 611 R Avenue

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1414	B											

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	QTY	FILTER	BELT	VOLT	PH
PATTERSON-KELLY	N900	NG LOW PRESS HW BOILER #1	AK01-00-11182	PUBLIC SAFETY					
PATTERSON-KELLY	N1000	NG LOW PRESS HW BOILER #2	AY29-11-35611	PUBLIC SAFETY					
AO SMITH	GW1000 200	LOW PRESS HW BOILER B-1	200E0268362	LIBRARY					
AO SMITH	GW1000 200	LOW PRESS HW BOILER B-2	200E0268294	LIBRARY					
AO SMITH	GW1000 200	NG WATER TUBE BOILER B-3	200E0268303	LIBRARY					
BURNHAM	FD309	NG LOW PRESS HW BOILER	1B-J1	CITY HALL					
THERMAL SOLUTIONS EVOLUTION	EVA0750BN1-UAFM	LOW PRESS HW BOILER	64507763	CITY HALL					
BURNHAM	209NS-6EI2	LOW PRESS NW BOILER	64143635	DEPOT BASEMENT					

SPECIAL NOTES:

REPLACE FILTER ON THERMAL SOLUTIONS BOILER ANNUALLY

#81156011

MECHANIC'S NOTES:

JOB NAME Anacortes Museum **ADDRESS** 1305 8th St. **CONTACT** RUSS PITTIS
Anacortes, WA 98221 661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1415	C											

Filter Summary:
 1 - 14x25x1
 1 - 20x25x1

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
TRANE	TUD100C948B5	GAS FURNACE	M502K5H7G	ENTRY	(1) 20x25x1	DD		
LENNOX	GHR26Q3-75-5	GAS FURNACE	5899B57974	BASEMENT ARTIFACTS	(1) 14x25x1	DD		

MECHANICS NOTES:

JOB NAME Anacortes W.T. Preston

ADDRESS 703 R Ave
Anacortes, WA 98221

CONTACT RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1416	C											

Filter Summary:

2 - 20x25x1

2 - 16x25x2

1 - 20x20x1

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
TRANE	TUC120B960A0	GAS FURNACE	H04541978	PORT SIDE	(1) 20x25x1	DD		
TRANE	TUC120B960A0	GAS FURNACE	G37521835	STARBOARD	(1) 20x25x1	DD		
TRANE	WCC048F100BH		4334J0R2H	HERITAGE CENTER	(2) 16X25X2 (1) 20X20X1	DD	208	1

MECHANICS NOTES:

JOB NAME Anacortes Fire Station 1ADDRESS 1016 13th St
Anacortes, WA 98221CONTACT RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1417	C						C					

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
CARRIER	FB5ANA042000AAAA	HEAT PUMP	1692H01349	BASEMENT	WASHABLE	DD		
CARRIER	585XC040-GG	FURNACE	4192A08198	BASSEMENT	WASHABLE	DD		
CARRIER	58SXC040-GG	FURNACE	4192A08196	BASEMENT	WASHABLE	DD		
CARRIER	58SXC040-GG	FURNACE	4192A08190	BASEMENT	WASHABLE	DD		
COOK	1617AQ	EXHAUST FAN		TRUCK BAY ROOF		DD		
CARRIER	38YKB042300	HEAT PUMP	3992E02118	ROOF				
CARRIER	38YKB060300	HEAT PUMP	1492E01480	ROOF				
CARRIER	FB4ANF070	HEAT PUMP	4192A04092	ATTIC	WASHABLE	DD		

MECHANICS NOTES:

JOB NAME Anacortes Fire Station II**ADDRESS** 5209 Sunset
Anacortes, WA 98221**CONTACT** RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1418	C						C					

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
LENNOX	GSR2103-50-01	FURNACE	5892H04660	APP BAY	WASHABLE	N/A		
COOK	24A0B5	EXHAUST FAN				A31		

SPECIAL NOTES:**MECHANICS NOTES:****RADIANT TUBE HEATERS DONE ONLY IN WINTER**

JOB NAME ANACORTES FIRE STATION #I & II **ADDRESS** 1016 13TH ST & 5209 SUNSET **CONTACT** RUSS PITTIS
CO-RAY-VAC ANACORTES WA 98221 661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1419	C											

FILTER SUMMARY:
6 ea 4-013-124-00

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9212-002-040-0004	FIRE STATION I BACK WEST	4-013-124-00			
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9209-002-040-0014	FIRE STATION I MIDDLE WEST	4-013-124-00			
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9209-002-040-0027	FIRE STATION I FRONT WEST	4-013-124-00			
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9212-002-040-0010	FIRE STATION I MIDDLE EAST BACK	4-013-124-00			
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9212-002-040-0006	FIRE STATION I FRONT EAST BRNR	4-013-124-00			
CO-RAY-VAC	CRV-B4	RADIANT TUBE HEATER	9212-002-040-0012	FIRE STATION I BACK EAST	4-013-124-00			
SOLAR	STU100-30-4075DN	RADIANT TUBE HEATER	S-1-92-3822	FIRE STATION II WEST				
SOLAR	STU100-30-4075DN	RADIANT TUBE HEATER	S-1-92-3822	FIRE STATION II EAST				

SPECIAL NOTES:

MECHANICS NOTES:

Order Co-Ray-Vac parts through Energy Saving Products, 800-275-0778

CUSTOMER NAME City of Anacortes **SITE ADDRESS** 14489 Riverbend Road **CONTACT** JEFF MARS 661-1390
Water Intake Facility Mount Vernon, WA 98273 **PHONE NO.** _____

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1420			C									

Material Summary:

DATE _____

TAG	BRAND	DESCRIPTION, INCLUDING MODEL #	SERIAL #	LOCATION	QTY AND SIZE OF FILTERS	QTY AND SIZE OF BELTS	VOLT/ PHASE
MAU-3810	Intertek	Makeup air handler		Bldg 2, Outside		1- A41	
MAU-3820	Intertek	Makeup air handler		Bldg 2, Outside		1- AX56	
MAU-3830	Intertek	Makeup air handler		Bldg 2, Outside		1- BX79	
BLR-4810	Hydrotherm	Condensing boiler					
DWH-4810	Rheem	NG direct vent water heater					
DWH-3810	Rheem	NG direct vent water heater					
AHC-4810	McQuay	Air handler		Bldg 1, Pump Room			
AHC-4840	McQuay	Air handler		Bldg 1, Filter Gallery			
P-4810	Armstrong	Circulation Pump					
P-4820	Armstrong	Circulation Pump					
P-4830	Armstrong	Circulation Pump					
P-4840	Armstrong	Circulation Pump					
P-4850	Armstrong	Circulation Pump					
P-4860	Armstrong	Circulation Pump					

SPECIAL NOTES:

Customer to provide filters and wash any washable filters.
 Belt replacement by Blythe is included in this contract.

MECHANIC NOTES:

High service pump bldg. Aeon units – need Aeon tool

CUSTOMER NAME City of Anacortes **SITE ADDRESS** 14489 Riverbend Road **CONTACT** JEFF MARS 661-1390
Mount Vernon, WA 98273 **PHONE NO.** _____

TAG	BRAND	DESCRIPTION, INCLUDING MODEL	SERIAL #	LOCATION	QTY AND SIZE OF FILTERS	QTY AND SIZE OF BELTS	VOLT/ PHASE
P-4880	Armstrong	Circulation Pump					
P-4890	Armstrong	Circulation Pump					
CHR-4810	Multistack	Heat Recovery Chiller					
CHR-4820	Multistack	Heat Recovery Chiller					
HEX-4810	McQuay	Direct Drive Fluid Coo					
F-3810	Greenheck	Exhaust fan				1- AP49	
F-3820	Greenheck	Exhaust fan				1- AP52	
F-3840	Victor	Exhaust fan				1- 3L360	
F-4810	Greenheck	Exhaust fan					
F-4820	Greenheck	RTU Exhaust fan				1- 4L200	
F-4830	Greenheck	RTU Exhaust fan				1- 3L210	
MME-4852	J.L. Wingert	Glycol feed system					

SPECIAL NOTES:

Customer to provide filters and wash any washable filters.
 Belt replacement by Blythe is included in this contract.

MECHANIC NOTES:

CUSTOMER NAME City of Anacortes **SITE ADDRESS** 14489 Riverbend Road **CONTACT** JEFF MARS 661-1390
Mount Vernon, WA 98273 **PHONE NO.** _____

TAG	BRAND	DESCRIPTION, INCLUDING MODEL #	SERIAL #	LOCATION	QTY AND SIZE OF FILTERS	QTY AND SIZE OF BELTS	VOLT/ PHASE
Gen Bldg	Bard	Heat pump		Switch Gear bldg			
Substation	Bard	Heat pump		Switch Gear bldg			
F-4840	Greenheck	Exhaust fan	GB-180-5-X	Intake bldg.		1- 3L190	
F-4850	Greenheck	Exhaust fan	GB-180-5-X	Intake bldg		1- 3L190	
AHC-4820	McQuay	AHU		Bldg 1, Filter Gallery			
AHC-4830	McQuay	AHU		Bldg 1, Filter Gallery			480/3
F-3830	Greenheck	Vektor Exhaust Fan				DD	
F-4858	Greenheck	RTU Exhaust Fan				1- 3L190	

SPECIAL NOTES:

Customer to provide filters and wash any washable filters.
 Belt replacement by Blythe is included in this contract.

MECHANIC NOTES:

JOB NAME CITY OF ANACORTES WWTP

ADDRESS

500 T AVE

CONTACT

Mac Johnson

ANACORTES, WA 98221

Mac's cell 661-3476

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1422					F					C		

FILTER SUMMARY:

4- 16X25X2

2- 20x20x36 95% bag (info only)

order as needed on work order

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	QTY	FILTER	BELT	VOLT	PH
TRANE	THA120E400AA	CHILLER	11253W704A	WEST OF BLDG				480	3
AO SMITH	NW-37-90K	ELECTRIC BOILER	SM90-35950-Y1	MECH ROOM				480	3
		UNIT HEATERS IN SHOP							
TRANE	M5LOALOGAL000COK	AIR HANDLER	K9OK31253	MECH ROOM	4 2	16X25X2 20x20x36 bag	(1)B61	480	3
TACO	1615G3E2L6.35	H/W CIRC PUMP		MECH ROOM				480	3
TACO	1619C2N3 7.0	CHILL CIRC PUMP	DATE CODE 08-90	MECH ROOM				480	3

SPECIAL NOTES:

INSPECT ANODE IN ELECTRIC BOILER, FLUSH STORAGE TANK

*CHECK OUT WITH MAINT. ON SITE BEFORE LEAVING.

*20x20x36 95% bag filter 5 pocket

MECHANIC'S NOTES:

JOB NAME Anacortes Depot Center

ADDRESS 611 R Ave
Anacortes, WA 98221

CONTACT RUSS PITTIS
661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1423	C											

Filter Summary:

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
REZNOR	XL140-3	GAS FIRED GRAVITY VENTED HEATER	AJB31H3NO9113	FREIGHT RM NW CORNER				
REZNOR	XL140-3	GAS FIRED GRAVITY VENTED HEATER	AJB31H3NO9114	FREIGHT RM SE CORNER				

MECHANICS NOTES:

JOB NAME Anacortes Maintenance Shop **ADDRESS** 2201 37th Street **CONTACT** RUSS PITTIS
Anacortes, WA 98221 661-3460

CONTRACT #	J	F	M	A	M	J	J	A	S	O	N	D
1424	C											

Filter Summary:

BRAND	MODEL #	DESCRIPTION	SERIAL #	LOCATION	FILTER	BELT	VOLT	PH
TRANE	XE78	GAS FURNACE		IN FLEET MGRS OFFICE				
REZNOR	UDAP75	GAS HEATER	BNL796EN37367X	ABOVE OFFICES	*NEW INSTALL 2/25/15*		120	1

SPECIAL NOTES:

\$100.00 P&L pre-approved per unit by Russ Pittis 10/20/11

MECHANICS NOTES:

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1. TAXES

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

2. DELIVERY

Advance coordination of Work shall be made with the City Project Manager, Mac Jackson, Facilities Manager at (360) 661-3476 (cell) or (360) 299-1961 (office); email: jacksonm@cityofanacortes.org.

3. INSPECTION

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements, but in case of dispute the Contractor may appeal to the Public Works Director whose decision shall be final. The Agreement shall be carried out under the general direction of the Facilities Manager who may exercise such control over the conduct of the work as may be necessary, in his opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Agreement.

4. FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Purchase Order shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

5. THE CITY'S RIGHT TO TERMINATE AGREEMENT

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such

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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.

6. SUBCONTRACTS

The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any Agreement entered into by a subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. 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 subcontractor, (iv) proposed subcontract price.

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

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

The Contractor shall give immediate written notice, reference Clause 30 Notices, of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Agreement, with respect to which the Contractor may be entitled to reimbursement from the City.

7. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the 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.

8. PAYMENT

The prices included on the face page of this Agreement for annual maintenance fees are based upon the City paying at the beginning of the annual period.

Invoices submitted to the City for payment shall include: Company Name, Invoice Date, Invoice Number, City of Anacortes Agreement Number, Quantities, Price and Sales Tax.

Net 30 days shall apply. The Contractor may invoice monthly for quantities delivered during the invoice period. Payment(s) made in accordance with Agreement terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

9. INDEMNITY AGREEMENT

The Contractor shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by negligence of the City. Should a

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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, including the duty and cost to defend, 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.

10. 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.

11. NON-ASSIGNABLE

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

12. INSURANCE

1.10(1) GENERAL REQUIREMENTS

The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The Contractor shall keep this insurance in force during the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Agreement, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

The insurance policies shall contain a "cross liability" provision.

The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

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The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

The Contractor shall not begin work under the Agreement until the required insurance has been obtained and approved by the Contracting Agency.

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

All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-10(2) ADDITIONAL INSURED

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the City of Anacortes and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this

Agreement, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-10 (3) SUBCONTRACTORS

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-10 (4) EVIDENCE OF INSURANCE

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-16(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any

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blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-10 (5) COVERAGE AND LIMITS

The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-10 (5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

1-10(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

1-10(5) C Workers' Compensation

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The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

13. INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

14. DISPUTES

A. General

Differences between the Contractor and the City, arising under and by virtue of the Agreement Documents 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Agency, shall be final and conclusive.

B. Notice of Potential Claims

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

C. Detailed Claim

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

15. 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

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cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

16. 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.

17. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall preclude the City from performing or obtaining the services covered by this Agreement through sources other than the Consultant.

18. 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.

19. WARRANTY

This Agreement includes Contractor's one (1) year warranty for any new equipment installed. Said one (1) year warranty includes all labor and materials which shall be provided by the Contractor. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms.

20. NOTICES

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

City of Anacortes
Attention: Denise Van Wyck
904 6th Street
PO BOX 547
Anacortes, WA 98221

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

Siemens
Attention: Vichhean Chhin, Account Executive
22010 SE 51st Street
Issaquah, WA 98029

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.

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21. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

22. SURVIVAL

The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

Taxes

Warranty

The City's Right to Terminate Agreement

Venue and Choice of Law

Defense & Indemnity Agreement

23. ENTIRE AGREEMENT

The terms stated within this Invitation for Bid represent the terms that shall apply in any subsequent Agreement to this Invitation between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

24. DISCRIMINATION PROHIBITED

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or physical handicap.

25. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, 17.

26. CHANGES/ADDITIONAL WORK

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

27. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any

SERVICE AGREEMENT 16-015-IDS-001
ANNUAL MAINTENANCE OF MECHANICAL EQUIPMENT
GENERAL PROVISIONS

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.



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 5f

Subject: Consent to Award Contract to Quality Controls Corporation to Provide Radio Telemetry Improvements for the Water Treatment Plant

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: This Contract will authorize Quality Controls Corporation, who has been designated as sole source to provide SCADA and telemetry control systems, to provide radio telemetry improvements at the Water Treatment Plant which will include two (2) new Master Telemetry Units (MTUs) and all new radios, antennas, and radio hardware at each remote telemetry unit (RTU).

Background: In 2014, a study was performed for the City and the work included in this Agreement is based upon the recommendations of that study and is referenced in the attached Agreement.

Budget Impact	
Amount Budgeted	\$318,270
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$294,485.66
Budget Amendment Required?	No
Revenue Source	Water

Proposed Contract	
Contractor	Quality Controls Corp
Amount	\$294,485.66
Start Date	Inception
End Date	8/31/2017

Previous Council/Committee Action: City Council passed Resolution 1930 designating Quality Controls Corporation as sole source for SCADA and telemetry control systems at the Water Treatment Plant.

Competing Viewpoints Considered: The City's radio telemetry continues to miss signals and needs upgrading to meet FCC regulations.

Recommended Motion: I move City Council consents to a contract award in the amount of \$294,485.66 to Quality Controls Corporation to provide radio telemetry improvements at the Water Treatment Plant and its existing RTUs.

Alternative Actions: N/A

Attachments (listed in order presented): QCC Agreement for the Subject Project



CONTRACT 16-016-WTR-001
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Quality Controls Corporation hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

WHEREAS,

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide the City professional services in accordance with the attached **EXHIBIT A** entitled "Radio Telemetry Improvements at Water Treatment Plant", hereinafter called "Work". The Work proposed by the Consultant is based upon the results of a comprehensive radio frequency study performed under Contract 14-009-IDS-001 which was issued by the City to the Consultant. The results of the study are documented under the report entitled "City of Anacortes, WA. – Water, Wastewater & Public Safety – SCADA System Radio Survey" dated May 2014 which was produced by Michael Bingaman of Accu-Comm, Inc. Accu-Comm, Inc. was an authorized sub-consultant under Contract 14-009-IDS-001. The above-cited report is hereby incorporated by reference and made a part hereof.

The Work under this Contract will be directed by Water Treatment Plant Manager (WTP), Jeff Marrs, or designee, who may be reached at (360) 428-1598 or email jeffm@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed on a fixed price basis for a total price of **Two Hundred Ninety-Four Thousand Four Hundred Eighty-Five Dollars and Sixty-Six Cents (\$294,485.66)**. Payment terms are set forth in Clause 4 Payment Terms.

3. **Period of Performance.** Work shall begin upon inception and complete by August 31, 2017. Inception is defined as the date the contract is fully-executed.

4. **Payment Terms.**

Payment shall be made in accordance with **EXHIBIT B, SCHEDULE OF VALUES**.

The Contractor 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 subcontractor to furnish supplies or services for performance of the prime Consultant or a subcontractor. 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 subcontractor, (iv) proposed subcontract price.

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

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

The Consultant shall give immediate written notice, reference Clause 27 Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor 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.

As part of the Consultant's proposal to perform the Work described in Exhibit A, the Consultant proposed to subcontract with Accu-Communications, Mike Bingaman, 9504 180th Street SE, Snohomish, WA 98296. Accordingly, the City hereby approves the use of sub-consultant Accu-Communications in support of this Work.

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

All invoices shall include the following information: Company Name, Invoice Date, Invoice Number, Invoice Period, *CONTRACT NUMBER*, Project Manager Name, and cite the proper Item Number and price for item completed in accordance with **EXHIBIT B, SCHEDULE OF VALUES.**

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 ("Instruments of Services"). Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any subsequent reuse or modification of Consultant's Instruments of Service by the City or any party obtaining it through the City will be at City's sole risk and without liability to Consultant.

8. **Defense and Indemnity Agreement.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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 comprehensive 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. 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 subcontractors, 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.

Commercial General Liability insurance shall be written on ISO occurrence from 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.

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

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.

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 business license.

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

12. **Standard of Care.** The Consultant 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 best 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. The City's remedy shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

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

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

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

A. Termination for Default

If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the Work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all Work called for has been fully performed. Any extra cost or damage to the City resulting from

such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the Work, including all increased costs for completing the Work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

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

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

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

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

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

20. Disputes

A. General

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

B. Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or

the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

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

D. Dispute Resolution

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

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

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

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

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

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

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

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

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

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

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

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

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

Quality Controls Corporation
Mr. James Cross
5015 208th Street, SW, Suite 1-B
Lynnwood, WA 98036
(425) 778-8280

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

QUALITY CONTROL CORPORATION

By _____
Laurie Gere, Mayor

By _____

Title _____

Date _____

Date _____

CONTRACT 16-016-WTR-001
RADIO TELEMETRY IMPROVEMENTS AT WATER TREATMENT PLANT
EXHIBIT A
SCOPE OF WORK

BACKGROUND

As stated on Page 1 of 7 of this Agreement, Article 1, this Work is based upon a radio frequency study performed for the City in May 2014. The Work included under this Agreement is to improve the reliability of communications for the City's Water Treatment Plant as well as update the systems so that they are compliant with the current FCC regulations.

SCOPE OF WORK

This Work includes replacing the existing serial radio telemetry system with a Cal Amp Viper SC+ Ethernet radio network as recommended in Accu-Comm's radio study. Work includes providing two (2) new Master Telemetry Units (MTUs) and all new radios, antennas and radio hardware at each remote telemetry unit (RTU). In addition to new radio hardware, this Work includes replacing all existing serial only RTU PLCs with new Ethernet capable Allen Bradley PLCs.

Note the following clarification: Accu-Comm's SCADA system radio study included an analysis of three telemetry locations which are not currently part of the City's radio communication network. This part of the study was conducted to determine the future feasibility of adding these sites to the network. It should be noted that this Work is limited to upgrading existing telemetry sites; not future sites (i.e. 33rd & R Avenue PRV Station and 35th & U Avenue PRV Station).

The following paragraphs detail the Work that the Consultant shall provide the City under this Agreement:

[Continued Next Page]

Scope of Work

1. QCC supplies the following new control panels for installation and field termination by others:
 - MTU-1A: Water System Master Telemetry Unit 1 (Located at the WWTP)
 - MTU-2A: Water System Master Telemetry Unit 2 (Located at Fire Station 2)

The panels supplied by QCC will be UL listed and contain all of the required components and sub-assemblies including the following major components at a minimum:

- NEMA 4/12 Painted Steel Enclosure
- Allen-Bradley Ethernet Compatible PLC
- Uninterruptible Power Supply (UPS)
- 24 VDC Power Supply
- Cal Amp Viper SC+ Ethernet Radio
- Radio accessories per Accu-Comm radio study
- Industrial Ethernet Switch
- Circuit Breakers, Relays, Terminals, as required

2. QCC replaces the existing PLC and radio hardware at the following remote telemetry unit (RTU) locations:

- 29th St Reservoir
- 3MG Reservoir
- ***La Conner Whitney Rd & Memorial HWY CT Monitoring Station
- *Castilleja Bluff Booster Pump Station
- A Ave Booster Pump Station
- Fidalgo Bay Estates Pump Station
- *Rock Ridge Booster Pump Station
- Sharps Corner Intertie
- Shell / Tesoro Flow Monitoring Station
- **The Point Booster Pump Station

The hardware supplied by QCC at each location to include the following major components:

- CalAmp Viper SC+ Ethernet Radio
- Radio accessories per Accu-Comm radio study
- Allen-Bradley MicroLogix 1400 or SLC 500 replacement PLC hardware
- Industrial Ethernet Switch

(*) The PLC hardware at these locations is currently Ethernet compatible and will not be replaced.

(**) There is not a viable radio path for this site. The exiting radio hardware will be replaced with a multi carrier 3G cellular modem.

(***) This site will utilize the old Skyline Reservoir control panel that was decommissioned in 2015. QCC provides the required telemetry hardware upgrades to the existing panel, and all required PLC, HMI, and Wonderware programming for

telemetry communications, monitoring, trending, and reporting for the CT monitoring station.

3. QCC provides all required labor to install the new PLC and radio hardware internal to the existing control panels listed above. QCC does **NOT** provide any installation or field termination labor for equipment that is external to the RTU control panels.
4. QCC provides all radio antennas, antenna cables, and surge arrestors per the Accu-Comm radio study for installation and field termination by others.

NOTE: QCC does **NOT** provide any antenna masts, towers, or mounting structures that may be required.

5. QCC provides all programming services required to convert the existing serial telemetry network to the new Cal Amp Viper SC+ Ethernet radio network. This includes the following major tasks:
 - PLC programming for the new Master Telemetry Units (MTUs)
 - PLC and OIT programming required to convert the existing RTU programs to run on the upgraded PLC hardware
 - SCADA programming required at the WTP to monitor all modified telemetry sites
 - Radio and cellular modem configuration and communications programming for all new equipment
6. QCC does **NOT** supply any field devices, transmitters or analyzers for this project.
7. QCC will provide technical support as required to assist the City's IT staff in establishing the required communication links that utilize the City's existing fiber optic Ethernet network. QCC does **NOT** supply any fiber optic cabling, or network equipment other than what is specifically listed above.
8. QCC supplies factory testing for all components included in this scope of work.
9. QCC supplies field start-up, instrument verification, functional system testing, and training as required for all equipment included in this scope of work.
10. QCC provides a complete set of AutoCAD-based as-built control panel drawings, and electronic files for all programs included in this scope of work.

SCHEDULE OF VALUES
CONTRACT 16-016-WTR-001
EXHIBIT B

ITEM NO	DESCRIPTION OF DELIVERABLE	AMOUNT	TAXABLE
1	Network Onsite Radio Testing	\$ 5,760.00	No
2A	MTU-1A Hardware Supply	\$ 33,000.00	Yes
2B	MTU-1A MTU Eng./Programming	\$ 13,000.00	No
2C	MTU-1A Testing/Commissioning	\$ 9,500.00	No
3A	MTU-2A Hardware Supply	\$ 33,000.00	Yes
3B	MTU-2A Eng./Programming	\$ 13,000.00	No
3C	MTU-2A Testing/Commissioning	\$ 3,500.00	No
4A	The Point Res. RTU Hardware Supply	\$ 4,200.00	Yes
4B	The Point Res. RTU Eng./Programming	\$ 8,500.00	No
4C	The Point RTU Testing/Commissioning	\$ 1,500.00	No
5A	29TH St Res. RTU Hardware Supply	\$ 5,036.00	Yes
5B	29TH St Res. RTU Eng./Programming	\$ 8,500.00	No
5C	29TH St Res. RTU Testing/Commissioning	\$ 1,500.00	No
6A	3MG Res. RTU Hardware Supply	\$ 18,095.00	Yes
6B	3MG Res. RTU Eng./Programming	\$ 8,500.00	No
6C	3MG Res. RTU Testing/Commissioning	\$ 1,500.00	No
7A	CT Monitoring RTU Hardware Supply	\$ 6,300.00	Yes
7B	CT Monitoring RTU Eng./Programming	\$ 8,500.00	No
7C	CT Monitoring RTU Testing/Commissioning	\$ 1,500.00	No
8A	Casilleja RTU Hardware Supply	\$ 3,200.00	Yes
8B	Casilleja RTU Eng./Programming	\$ 8,500.00	No
8C	Casilleja RTU Testing/Commissioning	\$ 1,500.00	No
9A	A Ave RTU Hardware Supply	\$ 5,900.00	Yes
9B	A Ave RTU Eng./Programming	\$ 8,500.00	No
9C	A Ave RTU Testing/Commissioning	\$ 1,500.00	No
10A	Fidalgo Bay RTU Hardware Supply	\$ 6,200.00	Yes
10B	Fidalgo Bay RTU Eng./Programming	\$ 8,500.00	No
10C	Fidalgo Bay RTU Testing/Commissioning	\$ 1,500.00	No
11A	Rock Ridge RTU Hardware Supply	\$ 3,300.00	Yes
11B	Rock Ridge RTU Eng./Programming	\$ 8,500.00	No
11C	Rock Ridge RTU Testing/Commissioning	\$ 1,500.00	No
12A	Sharps Corner RTU Hardware Supply	\$ 4,750.00	Yes
12B	Sharps Corner RTU Eng./Programming	\$ 8,500.00	No
12C	Sharps Corner RTU Testing/Commissioning	\$ 1,500.00	No
13A	Shell / Tesoro RTU Hardware Supply	\$ 15,015.00	Yes
13B	Shell / Tesoro RTU Eng./Programming	\$ 8,500.00	No
13C	Shell / Tesoro RTU Testing/Commissioning	\$ 1,500.00	No
SUBTOTAL		\$ 282,756.00	
SALES TAX 8.5%		\$ 11,729.66	
CONTRACT PRICE		\$ 294,485.66	



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 5g

Subject: Low Impact Development (LID) Ordinance Update

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 proposes that the Council consent to issuance of a contract modification to Kulshan Services in the amount of \$48,750.00 to assist the City in developing an updated LID Ordinance that authorizes the use of a formalized development review and permit application process that make LID the preferred option for runoff control from new development, redevelopment, and new construction sites.

Background: Kulshan Services has provided these same services to other municipalities in the area. Under Agreement 13-034-STM-006, Kulshan Services has provided the City an initial analysis of the City's Code and other relevant documents, to identify any barriers to implement a program as required under the City's NPDES permit and develop a critical path matrix for compliance with LID implementation.

Budget Impact	
Amount Budgeted	\$35,000.00
Budget Account (BARS)	445.711.531.00.41
Proposed Expenditure	\$48,750.00
Budget Amendment Required?	Yes
Revenue Source	City Funds

Proposed Contract	
Contractor	Kulshan Services
Amount	\$48,750
Start Date	Mod Execution
End Date	12/31/2016

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: Under the City's existing NPDES permit, the City is required to develop a formalized development review and permit application process and enforce a requirement to make LID the preferred option for runoff control.

Recommended Motion: I move that City Council provide consent to issue a contract modification to Kulshan Services in the amount of \$48,750.00 to assist the City in developing a updated LID Ordinance that authorizes the use of a formalized development review and permit application process.

Alternative Actions: The City is required to meet the current terms of its NPDES permit.

Attachments (listed in order presented): Agreement Modification to Kulshan Services



Contract Number 13-034-STM-006
Modification 02

Date January 27, 2016

Modification No. 02

Page 1 of 3 Pages

Contract Number 13-034-STM-006

Contract Title Evaluate Current NPDES II Program

Prime

Contractor Kulshan Services LLC

PREAMBLE

This Modification amends the following terms: (1) extends the period of performance through December 31, 2016, (2) increases the scope of work, (3) increases the not-to-exceed price from \$13,367.97 by \$48,750.00 to \$62,117.97, and (4) amends payment terms to apply through December 31, 2016.

CONTRACT

Under Article 1, **Scope of Work**, the formatting of the second paragraph as written under Modification 01 is revised. Additionally, new tasks are hereby inserted into the Agreement as the third paragraph under Article 1.

Accordingly, the second paragraph as written under Modification 01 is hereby revised as follows,

The following tasks are hereby added to the Scope of Work per Modification 01:

Task 1 – Initial Review of Municipal Code

The Consultant will conduct a preliminary review of the City's municipal code and conduct a barrier analysis of the City's policies and other relevant documents such as the Comprehensive Plan and Engineering Design Standards. The Consultant will also review and report on the City's permitting and design review processes.

Task 2 – Public Participation and Outreach on LID

The Consultant will develop a critical path matrix for compliance with LID implementation and will prepare to attend a City Planning Commission meeting and a City Council meeting for presentation. Scheduling will be determined by the City at a later date.

Task 3 – Provide Support to Develop the City's Stormwater Program

The Consultant will provide general NPDES compliance support including programmatic development for all elements of the Phase II permit, and assist the City in recordkeeping and coordinating stormwater efforts amongst City departments and with other jurisdictions. Specifically, the tasks that the Consultant will support are working with Planning on municipal code review, program guidance, scheduling, training, reporting, recordkeeping, documentation, and cost tracking.

And the following shall hereby be inserted as the third paragraph:

The following tasks are hereby added to the Scope of Work per Modification 02:

Task 4 – Code and Standards Analysis

The Consultant shall analyze the City's Municipal Code and Engineering Standards – 2011 Edition which are available online @ www.cityofanacortes.org. Consultant shall develop and maintain a matrix of proposed changes to update the Code and Standards with the Low Impact Development (LID); a deliverable under this Agreement.

Task 5 – Internal Planning Team

The Consultant shall facilitate meetings with City Planning personnel and maintain notes and provide coordination with Lead Staff from City Departments, such as Planning, Public Works, and Parks & Recreation. Lead Staff shall be identified by the City. Decisions resulting from these meetings shall be incorporated into the matrix of proposed changes referenced under Task 4.

Task 6 – Stakeholder Review and Input

The Consultant shall facilitate stakeholder group meetings and maintain notes and provide reports to the Lead Staff on the feedback received from the Stakeholder group in addition to detailed recommendations for modifications that may be required to address the feedback received.

Task 7 – Code Revision Finalization and Adoption

The Consultant shall coordinate with Lead Staff on the final drafting, legal review, public process and approval of Code and Engineering Standards and other enforceable documents. The requirement that must be met through this process is a formalized development review and permit application process. The drafting of this process shall be a joint effort between the Consultant and Lead Staff.

Task 8 – Permit Compliance Support

The Consultant shall provide assistance as needed to address unexpected questions or issues related to code, standards and guideline review, Illicit Discharge Detection and Elimination (IDDC), annual reporting, recordkeeping, and code tracking.

Task 9 – Project Management

Project management services provided by the Consultant include coordination with City staff with work progress, and timely delivery of the products and services contracted under this Agreement.

Under Article 2, **Price**, the paragraph is revised to read:

The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Sixty-Two Thousand One Hundred Seventeen Dollars and Ninety-Seven Cents (\$62,117.97)**. The billable rates for services are provided under Article 4 Payment Terms.

Under Article 3, **Period of Performance**, the first sentence is revised to read:

The period of performance under this Agreement is from inception through December 31, 2016.

Under Article 4, **Payment Terms**, is deleted in its entirety and the following shall be inserted:

Progress payments shall be made according to the labor rates set forth below.

The following rates shall apply from 22 July 2015 through September 1, 2015:

<u>Labor Category</u>	<u>Billable Rate</u>
David Roberts	\$95.00
Karen Welch (Sub-consultant)	\$95.00
Todd Eastman	\$75.00

The following rates shall apply from September 2, 2015 through December 31, 2016:

<u>Labor Category</u>	<u>Billable Rate</u>
David Roberts	\$140.00
Karen Welch (Sub-consultant)	\$115.00
Todd Eastman	\$ 75.00

All other terms remain unchanged.

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

KULSHAN SERVICES LLC

By _____

Date _____

FOR GOVERNMENT USE ONLY

Original Agreement Amount	\$ 4,445.00
Current Agreement Amount	\$ 13,367.97
Change Per this Modification	\$ 48,750.00
Total After Modification	\$ 62,117.97

Original Contract Completion Date	8/31/2015
Current Contract Completion Date	8/01/2016
Net Change	5 months
Contract Completion Per This Modification	12/31/2016

APPROVALS:

Project Manager Date

Public Works Director Date

Finance Director Date



Planning Commission Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 6a

Subject: Medical Marijuana Work Plan

Staff Contact: Darcy Swetnam

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

Action Type	
	Ordinance
x	Resolution
	Contract
	Public Hearing
	Staff Report

Summary Statement: Senate Bill 5052 and House Bill 2136 have changed state rules for medical and retail marijuana businesses and patients. The City needs to update its code to reflect new legislation. State law requires the City to develop a work plan to resolve these issues within 60 days of passing a moratorium on new medical marijuana cooperatives.

Recommended Motion: I move that we adopt Resolution 1944 adopting a work plan for adopting City rules on medical marijuana.

Background:

On December 7, 2015, the City passed an ordinance which eliminated collective gardens from the Anacortes Municipal Code and passed a moratorium on new medical marijuana cooperatives. State law requires that, within sixty days of passing such a moratorium, the City have a public hearing to adopt a work plan to develop new code sections. In January, the Washington State Liquor and Cannabis Board and Department of Health passed new regulations regarding medical marijuana. These regulations become fully effective in July of 2016.

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

Previous Council/Committee Action: The City Council passed an ordinance on December 7, 2016 eliminating collective gardens from the Anacortes Municipal Code and passing a moratorium on medical marijuana cooperatives.

Alternative Actions: N/A

Attachments:

- Proposed Resolution 1944
- Proposed Work Plan

RESOLUTION 1944

A RESOLUTION REAFFIRMING ORDINANCE 2964 AND CONFIRMING THE 6 MONTH DURATION OF THE MORATORIUM CONTAINED THEREIN CONCERNING MEDICAL MARIJUANA COOPERATIVES AND ADOPTING A WORK PLAN.

WHEREAS, the Washington State Legislature passed Senate Bill 5052 and House Bill 2136 in 2015, which change state law regarding various aspects of retail and medical marijuana. Under the new laws, medical marijuana collective gardens are no longer allowed as of July 1, 2016, but new medical marijuana cooperatives will be allowed; and

WHEREAS, new state regulations effective January 2016 create new state requirements that must be considered in preparing local rules; and

WHEREAS, new medical endorsements will be effective in July of 2016; and

WHEREAS, the City of Anacortes adopted Ordinance 2964 (the “Moratorium”), which removed those sections of the Anacortes Municipal Code regarding medical marijuana collective gardens and established a moratorium on new medical marijuana cooperatives on December 7, 2015 at a regular city council meeting; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 require cities to hold a public hearing within at least sixty (60) days of the adoption of such moratoria to develop a work plan; and

WHEREAS, the City Council held the public hearing on the work plan on February 1, 2016, less than sixty (60) days after the adoption of the Moratorium, and the proposed work plan attached hereto; and

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

1. Reaffirms Ordinance 2964 establishing a Moratorium on Medical Marijuana Cooperatives; and
2. Adopts the attached proposed work plan.

PASSED AND APPROVED by the City Council this 1st day of February, 2016.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By:_____
Darcy Swetnam, WSBA# 40530
City Attorney

Work Plan – Regulations For Medical Marijuana Cooperatives and newly-opened Marijuana Retailers and Similar Uses/Facilities Related to Ordinance # 2964

	Task	Schedule
1.	Evaluate state licensing regulations	February 2016
2.	Evaluate legislation enacted by other jurisdictions in Washington.	February 2016
3.	Identify primary goals and objectives for The City of Anacortes regulations, including key policy decisions.	February/March 2016
4.	Schedule meeting involving all stakeholders and community leaders to evaluate policy questions. Identify appropriate measures/regulations to achieve goals and objectives.	March/April 2016
5.	Hold meeting(s) with stakeholders.	April 2016
	Based on stakeholder feedback, identify appropriate measures/regulations to achieve goals and objectives.	April/May 2016
6.	Prepare draft legislation/regulations.	June 2016
7.	Extension of moratorium if needed	June 2016
8.	Complete environmental review, notification to state agencies, public notice, etc as required. Review state regulations and evaluate legislation enacted by other jurisdictions.	June/July 2016
9.	Planning Commission public hearing and recommendation to City Council.	August 2016
10.	City Council review of draft legislation/regulations.	August/September 2016
13.	Revise as necessary.	September 2016
14.	City Council Public hearing on draft legislation/regulations.	October 2016
15.	Adoption of legislation/regulations.	November 2016
16.	Notification of state agencies and interested citizens as required.	November 2016

Please note that the adoption of permanent regulations may take up to twelve (12) months depending upon public comment, Planning Commission input and City Council review and adoption. RCW 36.70A.390 and RCW 35.A.63.220.

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green. These shapes are positioned on the left and right sides of the page, framing the central text. The overall aesthetic is modern and clean.

Medical Marijuana

Work Plan

Marijuana Status in Anacortes

▶ Recreational Marijuana

- ▶ State licensed marijuana producers, processors and retailers may operate with a permit
- ▶ Allowed in LM1 use zone

▶ Medical Marijuana

- ▶ Collective Gardens (former green cross shops) no longer provided for in code
- ▶ One existing collective garden continues to operate as an existing non-conforming use at Sharpe's Corner
- ▶ Existing Collective Garden will have to cease operations by July 1, 2016 under state law
- ▶ Current moratorium on medical marijuana cooperatives

Ordinance 2964

- ▶ Passed December 7, 2015
- ▶ Eliminated collective gardens from AMC
- ▶ Established a moratorium on medical marijuana cooperatives established under SB 5052
 - ▶ RCW 35A.63.220 and RCW 36.70A.390 allow the City to adopt a moratorium up to 12 months subject to a public hearing within 60 days to establish a work plan.
 - ▶ Moratorium will expire early June if not extended

Medical Marijuana across the State

▶ Skagit County

- ▶ WSLCB has set Anacortes's retail allocation at 2. County-wide allocation is 20.
- ▶ County has banned medical marijuana cooperatives and collective gardens
- ▶ Mount Vernon, Burlington, Sedro Woolley - haven't updated code to address medical marijuana cooperatives

▶ State

- ▶ New regulations through WSLCB and WSDOH
- ▶ July 1, 2016: effective date for new medical endorsements, elimination of collective gardens

Proposed Work Plan and Schedule

	Task	Schedule
1.	Evaluate state licensing regulations	February 2016
2.	Evaluate legislation enacted by other jurisdictions in Washington.	February 2016
3.	Identify primary goals and objectives for the City of Anacortes regulations, including key policy decisions.	February/March 2016
4.	Schedule meeting involving all stakeholders and community leaders to evaluate policy questions. Identify appropriate measures/regulations to achieve goals and objectives.	March/April 2016
5.	Hold meeting(s) with stakeholders.	April 2016
	Based on stakeholder feedback, identify appropriate measures/regulations to achieve goals and objectives.	April/May 2016
6.	Prepare draft legislation/regulations.	June 2016
7.	Extension of moratorium if needed	June 2016
8.	Complete environmental review, notification to state agencies, public notice, etc as required. Review state regulations and evaluate legislation enacted by other jurisdictions.	June/July 2016
9.	Planning Commission public hearing and recommendation to City Council.	August 2016
10.	City Council review of draft legislation/regulations.	August/September 2016
13.	Revise as necessary.	September 2016
14.	City Council Public hearing on draft legislation/regulations.	October 2016
15.	Adoption of legislation/regulations.	November 2016
16.	Notification of state agencies and interested citizens as required.	November 2016



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 6b

Subject: Adoption of the City of Anacortes 2015 Wastewater Comprehensive Plan

Staff Contact: G. Matt Reynolds

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

Action Type	
X	Ordinance No. 2968
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The City of Anacortes 2015 Wastewater Comprehensive Plan has been drafted to address comprehensive planning needs for wastewater collection, transmission, treatment, and disposal for the next 20 years. A public hearing on the matter was conducted at the January 19, 2016 City Council Meeting. Following the public hearing, it is recommended that the Council adopt the plan by ordinance. After adoption, the plan will be formally submitted to the Washington State Department of Ecology for approval.

Background: This 2015 Wastewater Comprehensive Plan updates the previous plan which was completed in 1993 and amended in 1996 to provide service to March Point. The draft plan was presented to the Planning Commission at their December 9, 2015 meeting. The SEPA process has been completed and the plan has received a Determination of Non-Significance (DNS). The draft plan has been submitted to the Department of Ecology for an informal review. Due to the size of the document, the plan is not attached. It can be found on the City's website at: www.cityofanacortes.org/comprehensive_plans_ENG.php

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

Proposed Contract	
Contractor	NA
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Public Hearing conducted January 19, 2016

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve Ordinance 2968 adopting the 2015 Wastewater Comprehensive Plan.

Alternative Actions: NA

Attachments (listed in order presented): Proposed Ordinance 2968

ORDINANCE NO. 2968

**AN ORDINANCE OF THE CITY OF ANACORTES, WASHINGTON,
RELATING TO THE CITY WASTEWATER UTILITY; ADOPTING THE
CITY'S WASTEWATER COMPREHENSIVE PLAN; AND, RATIFYING
AND CONFIRMING PRIOR ACTS.**

THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, does hereby
ordain as follows:

SECTION 1. RECITALS AND FINDINGS

1.1 The City of Anacortes ("City") owns and operates a system for wastewater collection, transmission, treatment, and disposal that provides sewage services to all areas of the City. The wastewater system serves approximately 7,289 locations in the service area with a 2015 population of 16,398.

1.2 The Wastewater Utility is now part of the combined utility system of City utilities ("System"). The System includes the City Wastewater Utility; the City Water Utility; the City system of storm and surface water management; and the City system of garbage and refuse collection and disposal.

1.3 The City has prepared a draft update to the City Wastewater Comprehensive Plan to align with the 2016 City of Anacortes Comprehensive Plan update.

1.4 The City's Determination of Non-Significance on the Wastewater Comprehensive Plan, pursuant to the State Environmental Policy Act was issued on November 30, 2015.

1.5 Following written and mailed notice, the City conducted a public hearing on January 19, 2016.

1.6 The City Council, having considered the Wastewater Comprehensive Plan and any comment thereon, determines it appropriate to adopt the Plan for the 2016 - 2035 planning period.

1.7 The Wastewater Comprehensive Plan is also adopted as part of the City Comprehensive Plan, consistent with the Growth Management Act (RCW 36.70A.070) and City planning authority (RCW 35A.63.062).

SECTION 2. WASTEWATER COMPREHENSIVE PLAN APPROVED

The City of Anacortes Wastewater Comprehensive Plan is hereby approved and adopted as the City's Wastewater Comprehensive Plan and the City's system and plan for Wastewater Utility improvements.

SECTION 3. COMPREHENSIVE PLAN AMENDED

The Wastewater Comprehensive Plan approved and adopted by this Ordinance supersedes and replaces the City's earlier Wastewater Comprehensive Plan for the City of Anacortes, as updated in 1996, (the "1996 Wastewater Plan").

SECTION 4. RATIFICATION AND CONFIRMATION

All acts prior to and consistent with this ordinance are hereby ratified and confirmed.

SECTION 5. EFFECTIVE DATE

This Ordinance is both subject to State regulatory oversight and an exercise of a power delegated to the City legislative body; and, therefore, not subject to referendum. This ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication in the manner required by law.

SECTION 6. ADOPTION

PASSED by the City Council and APPROVED by the Mayor of the City of Anacortes, Washington, this ____ day of February, 2016 at a regular open public meeting thereof.

Laurie Gere, Mayor

ATTEST:

APPROVED AS TO FORM:

Steve D. Hoglund, City Clerk/Treasurer

Darcy J. Swetnam, WSBA #40530, City Attorney

Hunt, Marcia

From: Ross O. Barnes <georbarnes@hotmail.com>
Sent: Sunday, January 31, 2016 9:57 PM
To: cityclerk; Gere, Laurie; Adams, Brad; Archibald, John; Johnson, Eric; Lovelett, Liz; Miller, Matt; Pickett, Erica; Walters, Ryan (Anacortes City Council)
Subject: Wastewater Comprehensive Plan fails to properly consider growth proposals of draft 2016 CP with respect to WWTP capacity limits
Attachments: Anac 2016draftCP-comments pt2 on land use.pdf

Please place this email and attached PDF on the record for the relevant City Council discussion of agenda item 6b. of the February 1, 2016, CC meeting.

January 31, 2016

To:
Anacortes City Council,
Mayor Geer

From:
Ross O. Barnes

RE: 2015 Wastewater CP vs. 2016 draft CP - WWTP capacity vs. proposed growth and density

The 2015 Wastewater Comprehensive Plan uses obsolete growth numbers not preferred in Part II of the 2016 draft CP. The Wastewater CP fails to discuss, or even disclose, the implications of existing Wastewater Treatment Plant (WWTP) capacity limits on the limits of Anacortes growth to and beyond 2036.

24 years after the WWTP was built, significant growth limiting excess infiltration and TSS loading still exists with brush off statements such as "the reason for this (TSS excess) is not well understood at this time." Capital facilities planning is supposed to be based on knowledge based not speculative solutions, so it is inappropriate to propose and create growth capacity for Anacortes through zoning density changes (as proposed in the draft 2016 CP) that reach and exceed the capacity limits of the existing WWTP with no discussion whatsoever of the implications of this uncoordinated so-called planning.

Also, Exhibit 2-1:Service Area Map is inexplicably missing from the latest 2015 Wastewater Comprehensive Plan posted on the City website. There is not even a page # allocated to the missing Exhibit.

The attached PDF testimony was placed on the record of the 2016 CP hearings but it is just as relevant indeed more timely for the premature approval of the inadequate 2015 Wastewater Comprehensive Plan.

Ross O. Barnes
1004 7th St., #202
Anacortes, WA 98221
(360) 293-7023

January 26, 2016

To:

Anacortes Planning Commission,
Mayor Gere,
Anacortes City Council,

From:

Ross O. Barnes, Ph.D.
1004 7th St., #202
Anacortes, Wa 98221
(360) 293-7023

**RE: COMMENTS ON ANACORTES 2016 DRAFT CP -- LAND USE AND
RESIDENTIAL DENSITY VS. SEWER CAPACITY**

Summary.

The draft CP obscures deficiencies and inaccuracies in substantive and quantitative analysis under a blizzard of fancy words and glossy graphics. The reader is forced to examine with a fine toothed comb or go elsewhere for critical information, and to perform and correct calculations and analyses that should have been included in the document.

When the residential growth potential of existing zoning is adequately and accurately analyzed, it is likely that no zoning density increases will be needed to accommodate projected 20 year growth.

The assumptions of growth in the Anacortes 2015 Wastewater Comprehensive Plan (WWCP) conflict with and understate the preferred growth numbers in this draft general CP. Nevertheless, the WWCP refutes the recent public statements of City staff that the capacity of the existing wastewater treatment plant is adequate for future growth to and beyond the 20 year projections.

Proposed/assumed growth.

The draft CP is inconsistent in stating proposed population and employment growth. However, I take the numbers given on page II-7 for 20 year population growth (**5910**) and page II-29 Table ED-9 for job growth (**2883**) as the preferred numbers. Page II-7 gives a projected job growth of 2071, but Table ED-9 adds in the anticipated and preferred retail expansion over historical trends and restores the historical industrial job ratios that were severely reduced in the assumptions behind the 2071 number. The other population growth number on page II-20 (5895) differs insignificantly from 5910. The required new dwelling units based on 5910 and 2.25 people/DU is **2627**. The 2620 new DU given on page II-20 is based on the lower population growth of 5895, but differs insignificantly from 2627.

Residential growth capacity of existing zoning underestimated.

According to the draft CP map with new DU totals in boxes, existing zoning can provide 2300 new DUs. However, this number apparently ignores potential or possible multifamily (duplex, triplex, quadruplex, ADUs, etc.) that can be built in R1,2,3,4 by permitted, conditional or special use. It also apparently ignores residential above 1st floor in C and CBD zones and additional DUs in R4 zones that can both be accommodated by re-development. Just because these #s are difficult to quantify does not justify completely ignoring their potential to accommodate growth--especially since they provide the smaller DU opportunities sought by the housing options goals and policies. **The deficit of 2627-2300=327 DUs might well be accommodated with these ignored smaller DU opportunities with no zoning changes whatsoever. The discussion of current zoning DU deficit on page II-20 is simply wrong and refuted by the DU numbers given on the CP map.**

Perhaps because of the erroneous "math" on page II-20, additional DU density is proposed with an **additional 1869 DUs** listed on the CP map via density and opportunity changes to existing zoning. I repeat again that these changes are probably entirely unnecessary to accommodate 20 year growth projections.

There are 20 years available to monitor actual growth and make any changes to zoning densities that might be warranted. Any changes to zoning densities made in 2016 should be made solely to achieve desired growth patterns and functional relationships in the City while preserving the character of existing neighborhoods (Goal LU-6), not because of an erroneous need to accommodate projected growth. However, limited wastewater treatment plant capacity must be recognized and considered for all growth and zoning scenarios to and beyond 2036.

Wastewater Treatment Plant (sewer) capacity at or beyond limits.

The draft CP provides no useful or meaningful analysis of projected adequacy of WWTP capacity. However, the required information can be found in the Anacortes 2015 Wastewater Comprehensive Plan (WWCP) in Table 5-3 and elsewhere. Table 5-3 is copied here:

**Table 5-3
Existing and Projected Loading to WWTP**

	Plant	Existing	Population	Employee	Total 2036
	Capacity	Service Area	Added	Added	Build Out
Flow (mgd)					
Average-Day		2.02	0.5	0.04	2.56
Maximum-Month	4.5	3.06	0.65	0.07	3.78
Peak Hour	9.94	7.87	1.35	0.11	9.33
BOD (lbs/day)					
Maximum-Month	6400	3717	1356	145	5218
TSS (lbs/day)					
Maximum-Month	6400	4674	1356	145	6175

City of Anacortes

Sanitary Sewer Plan 2015

53



The projections in Table 5-3 are based on a 20 year population growth of 5895 and an employee growth of 2076 (WWCP page 52). However, the employment growth used for Table 5-3 needs to be updated to the 2883 number preferred by the draft CP (see discussion above) using the employee per capita loadings given on WWCP page 53. Thus, the Table 5-3 numbers in the employee added column should be multiplied by 1.39, or consecutively down column to 0.056, 0.097, 0.153, 202, 202. The corrected last column 2036 totals are down column 2.58, 3.88, 9.48, 5420, 6377. At 2036 projected build out, the max-month flow is at 86% of permitted capacity, the BOD is at 85%, and the TSS is at 100% (99.6% rounded). The projected peak hour flow is at 95% of capacity. I have ignored the slight increases associated with the 5910 vs. 5895 population growth projections.

State law and the City's WWTP permit require the City to start planning for a WWTP capacity increase when any one of the max-month flow, BOD or TSS reaches 85% of permitted capacity for 3 consecutive months. Since high monthly numbers tend to be grouped together, there is no doubt that the 85% criterion would be met for TSS long before 2036. Thus, the City would be already forced to start planning for an expansion of WWTP capacity well before 2036.

And the adjusted loadings from Table 5-3 do not account for the superfluous growth allowed by all of the proposed zoning changes to housing density. What happens after 2036? What is the future projected cost of expanding WWTP capacity by 100% (draft CP page II-63)?

My January 13, 2016, CP comment letter included the following relevant remarks which

are expanded in the above analysis.

“Unjustified unexplained departure from prior position on growth.

Anacortes is an island city with water on three sides and environmental restrictions on the fourth side which limit horizontal expansion. The Hwy 20 corridor annexation was not intended to provide Anacortes with a foothold to start an annexation march into rural residential areas of Fidalgo Island. The Anacortes wastewater treatment plant (WWTP) was sized to provide capacity for build out at existing zoning densities and areas with some room to spare.

Accordingly, Anacortes previously adopted a justified position of refusing GMA population allocations that exceeded the capacity of current zoning, land area and sewer service capacity. Why has this justified historical position been dropped with no discussion whatsoever of the repercussions? What are the financial implications of a forced expansion of the WWTP capacity? What population and commercial/industrial base will the current WWTP accommodate? Why are these crucial issues not recognized or addressed in the capital facilities section of the CP?”

While viewing the streaming video of the January 19 City Council meeting, I was shocked and appalled by the erroneous self-congratulatory attitude expressed by City staff, mayor and council over the falsely stated adequacy of the WWTP capacity--all while WWCP Table 5-3 was projected on the screens of the council chamber!

Ross O. Barnes, Ph.D.

City of Anacortes

Wastewater Comprehensive Plan 2015



City of Anacortes

Sanitary Sewer Plan 2015





City Council Agenda Bill

Meeting Date: [Click here to enter a date.](#)

Agenda Item: 6-C

Subject: KT Analysis Update and Discussion

Staff Contact: Don Measamer

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

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

Summary Statement: City Council members will be asked to review and discuss progress to date including the Planning Committees proposed changes regarding the Objectives and discuss the rationale for scoring the objectives.

Background: The KT Analysis was recommended by Western Washington University as a method of determining possible additional retail options, if any, would be a valuable addition to the city. Report Dated Sept 22, 2015.

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: The Planning Committee, along with Kirk Kennedy, has been working on the KT analysis with continued updates to City Council.

Competing Viewpoints Considered: NA

Recommended Motion: No Action

Alternative Actions: NA

Attachments (listed in order presented): Update Information and PowerPoint

The February 1, 2016 City Council meeting will include a continuation of the KT Analysis being performed regarding Anacortes' retail environment.

City Council members will be asked to: 1) validate actions and decisions performed to date, 2) concur with Planning Committee's proposed changes regarding the Objectives and 3) engage in a discussion about their thoughts and rationale when they established the importance ratings of the objectives.

1.) Review Actions & Decisions Performed to Date

KT Analysis elements were discussed at the December 14, 2015 City Council meeting and general agreement was reached on the following:

Situation Analysis

We believe that majorities of Anacortes residents:

1. Want a friendly, beautiful, sustainable and safe community.
2. Want more in-person opportunities to purchase several classes of household and nondurable consumer goods in sufficient variety and price points, e.g., clothing, shoes, housewares, electronics, etc.
3. Want to purchase more goods locally.
4. Want cheaper groceries.
5. Want increased temporal availability of retail options (e.g., Sundays, evenings).
6. Want to preserve existing small town character of Anacortes and are wary of very large buildings associated with big box retail.
7. Want to preserve locally owned independent retail shops.
8. Want ease of access to a variety of goods at a single location.
9. Want to maintain marine industrial zoning.
10. Want to preserve existing downtown core and not significantly expand commercial areas.
11. Lack awareness of all the retail options that are already in town.
12. Desire increased opportunities for community shopping experiences with interaction w/ community.

Information regarding retail in Anacortes:

- 1) Anacortes captures spending from outside our market area, generating an overall surplus of taxable retail sales.ⁱ
- 2) Anacortes residents spend outside the local market in a number of goods categories.ⁱⁱ
- 3) Retail demand could support 154,000 sq. ft. of additional retail development for merchandise in Anacortes.ⁱⁱⁱ
- 4) Fred Meyer has expressed interest to locate a store in Anacortes, with a preference for a location near the city's core.^{iv}
- 5) Anacortes' per capita taxable sales for Internet sales are 26% greater than the WA State average
- 6) Anacortes cannot prescribe a particular brand retailer.

Problem Statement

How do we broaden the retail merchandise offerings while limiting negative impacts which may result?

Objectives

Objectives are elements by which retail alternatives are to be evaluated to determine if the alternative supports the objective and how it compares to other retail alternatives.

1) Improve ease of access for shopping

- a) Ease of Access to include, but not limited to: proximity to store for reduced time and expense needed to visit, hours and days of operation to accommodate resident's time needs, provide breadth of product offerings for variety and various price points, etc.

2) Provide competitive environment for market driven pricing and service levels.

- a) Certain categories of goods are perceived by some to be uncompetitive in price when compared to off-island alternatives (groceries, household items, apparel, etc.).

3) Provide additional gathering and meeting spaces.

- a) Shopping is a social experience where friends and neighbors enjoy meeting and greeting each other.

4) Increase or maintain shopper density within currently zoned commercial use areas.

- a) Reduce sprawl and augment existing retail operations.

2.) Planning Committee's Proposed Changes Regarding Objectives

Reduce to three the number of Objectives in KT Analysis

During the Planning Committee's exercise to score each alternative for the different objectives, Objective # 2 – Provide a competitive environment for market pricing and service levels. – was difficult to score, largely because the Planning Committee felt the marketplace was the determining factor for market pricing. The Planning Committee proposes Objective # 2 be removed from the analysis, leaving the three remaining objectives (#1,3 & 4) from which to perform the KT Analysis.

Revisit Prioritization of Objectives

Prioritization of objectives should be revisited by the City Council due to the change in the number of priorities being proposed.

3) City Council members discuss prioritization of Objectives.

Clustering of Objectives (priorities) usually develops from a prioritization exercise like the City Council recently performed for the Objectives set forth in the KT Analysis of retail alternatives for Anacortes, however no such cluster was apparent from the initial values provided by council members.

Figure 1 (page 3) displays the objective prioritization scores submitted by council members and summary information. The high and low scores for each council member have been highlighted (low=red, high=green), which identifies two objectives (#1 & 4) with both highest and lowest scores, while Objective #3 has a range of 65 points between the low and high. As was mentioned earlier, the clustering which usually occurs with this type of analysis wasn't observed. The area where some clustering was observed was Objective #2, where 5 of 7 council members rated it least important (somewhat confirming its removal from the analysis will have marginal impact); however, disagreement was evident here as well, with two council members rating it second most important.

Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Most Important	Least Important
1) Improve ease of access for shopping	45	30	20	30	35	20	0	25.7	45	0	45	2	2
2) Provide competitive environment for market pricing and service levels.	25	15	10	10	30	20	0	15.7	30	0	30		3.5
3) Provide additional gathering and meeting places.	20	20	60	20	20	25	85	35.7	85	20	65	2	
4) Increase or maintain shopper density within currently zoned commercial use areas.	10	35	10	40	15	35	15	22.9	40	10	30	3	2.5
Total	100	100	100	100	100	100	100					7	7

Figure 1

To understand the root cause(s) of the divergent scoring of objectives, council members should engage in a discussion to:

- 1.) Ensure council members have (or develop) common understandings of each objective, assuring evaluations are conducted with shared expectations.
- 2.) Share council members' thought processes, considered beliefs and rationale used to establish their prioritization of Objectives.

4.) Next Steps

- a. Compile revised Objective data from council members.
 - i. Provide Don Measemer and Kirk Kennedy with revised Objective scores, or indicate no change, by email on or before Friday, 2/6/2016.
- b. Planning Committee to revisit scoring of Alternatives
 - i. Better understanding of Objectives may change scoring
- c. Planning Committee to perform Adversity Matrix.
 - i. Risk mitigation strategies
- d. Planning Committee to develop recommendation(s) to satisfy Problem Statement.

ⁱ [Property Counselors, Anacortes Comprehensive Update Economic Conditions Report, 13](#)

ⁱⁱ [Property Counselors, Anacortes Comprehensive Plan Update Economic Conditions Report, 14](#)

ⁱⁱⁱ [Property Counselors, Anacortes Comprehensive Plan Update Economic Conditions Report, 18-19](#)

^{iv} [City of Anacortes, Meeting Notes July 22, 2014 meeting w/ Mike Shunk – QFC/Fred Meyer Real Estate Director](#)

TO: ANACORTES CITY COUNCIL
FROM: KIRK KENNEDY
SUBJECT: DEC, 14, 2015 CITY COUNCIL STUDY SESSION FOLLOW-UP ON RETAIL KT ANALYSIS
DATE: JANUARY 27, 2016
CC: MAYOR GERE
DON MEASEMER

During the Retail KT Analysis discussion of the December 14, 2015 City Council Study Session, members sought additional information in three areas: 1) compare Anacortes' taxable retail sales leakage with other communities, 2) determine influence of internet sales on Anacortes' economy and 3) review supportable retail development projections for Anacortes.

Note: Anacortes enjoys a surplus of automobile and boat sales which can alter results of analysis performed of taxable retail sales of NAICS 44-45, Retail Trade. The analysis performed within this report excludes NAICS 4411 Automobile Dealers and 4412 Other Motor Vehicle Dealers (incl. boats) to more accurately interpret the merchandise under review.

1) COMPARE ANACORTES' TAXABLE RETAIL SALES LEAKAGE WITH OTHER COMMUNITIES

The City Council suggested a comparison of Anacortes' taxable retail sales (TRS) leakage with Oak Harbor, a community with large-scale retail stores and residents have the option to purchase goods regionally (e.g. Burlington, Mt. Vernon, etc.). Additionally, Don Measemer noted an analysis performed by Property Counselors in the 2016 Comprehensive Plan's Existing Conditions Report evaluating sales leakage of Chelan, a small rural town with a large scale retailer. TRS leakage/surplus for Oak Harbor, Chelan and Anacortes are reviewed here.

Retail leakage is an analysis of spending by local residents that occurs outside their local community. It compares per capita taxable retail sales for a community to statewide figures, adjusted for different spending patterns based on income levels. Per capita spending by a community lower than adjusted state income levels indicates leakage. Leakage within a retail category could result from resident purchases made outside the community or possibly shifts to other categories within the community offering similar products.

Figure 1 identifies the 2014 per capita TRS variance of each city (Anacortes and Oak Harbor) to WA State averages, adjusting for income levels.

Oak Harbor, WA

Overall, Oak Harbor's 2014, per capita TRS for Retail Trade (NAICS 44-45) has a surplus (per capita TRS exceeds WA averages) of \$2,789, with surpluses occurring in several retail categories. Some categories, like Building Materials and Garden Equipment, General Merchandise Stores, and Food & Beverage Stores experienced substantial surpluses. Oak Harbor's surplus indicates they receive purchases from people outside the community, where Oak Harbor may be serving a larger trade area in north Whidbey Is. and areas further south, in addition to capturing resident's spending. Oak Harbor did experience slight sales leakage in; Clothing and Clothing Accessories; Sporting Goods, Hobby, Book, and Music Stores; and Furniture and home Furnishings categories. It is possible the leakage in these categories were captured in General Merchandise Stores or through online retailers, both of these categories experienced a surplus.

ANACORTES, WA

Overall, Anacortes' 2014, per capita TRS in Retail Trade experienced leakage (per capita TRS less than WA averages) of \$1,278, which was primarily driven by leakage from the General Merchandise Stores category of \$1,559. Other categories experiencing leakage include; Clothing and Clothing Accessories Stores, Electronics and Appliance Stores, and Sporting Goods, Hobby, Book, and Music Stores. The Anacortes categories experiencing a surplus included; Food and Beverage Stores, Health and Personal Care Stores, Building Materials and Garden Equipment, and Furniture and Home Furnishings Stores.

Anacortes does not have a general merchandise store, so why is it included in the analysis?

An industry accepted practice to estimate a community's retail leakage or surplus, is to identify the state's per capita spending level and compare it to a community's, adjusting for income levels. The analysis assumes the average Anacortes resident will spend the state average in a particular retail category. If a particular store category isn't available locally, it is assumed those purchases are made in a store of a different category within the community, a store outside the community or online. If the purchase typically made in a general merchandise store are in fact made in a store of a different category within the community, those sales will be captured in the latter's category.

The TRS surplus Anacortes experiences in the Health and Personal Care Stores (e.g. Drug Stores) and Building Materials and Garden Equipment stores (e.g. Hardware Stores) could partly be attributed to a sales transfer occurring for items usually sold through general merchandisers, but have transferred to these categories due to store availability.

The surplus TRS Anacortes experiences with the Food & Beverage Stores is likely attributable to the tourist segment and the boaters who visit the area. It's likely we serve a trade area larger than just Anacortes for Furniture and Home Furnishings Stores., which could explain the TRS surplus.

Chelan, WA

Property Counselors included in the 2016 Comprehensive Plan Economic Development Existing Conditions Report¹ a TRS leakage/surplus analysis for a community similar to Anacortes who also has a large scale retailer. Chelan was identified as a community for the analysis, while somewhat smaller than Anacortes, it has a strong visitor element, is a rural community and regional shopping alternatives are within a reasonable drive. Excerpts from this report follow.

Prior to Walmart opening in 2007, Chelan experienced a similar retail pattern as Anacortes. Chelan was a net attractor of sales because of their visitor activity and the surrounding trade area, but experienced leakage in the general merchandise category. After Walmart's opening, gross retail sales for merchandise and selected services grew \$61 million (70%), \$48 million of the growth coming from the General Merchandise Stores category. At the same time, sales dropped for Food and Beverage Stores, Building Materials and Garden Equipment, Electronics and Appliances, E-commerce and Mail Order, and Apparel and Accessories. It's reasonable to conclude that much of the loss in sales in the Grocery Stores, Hardware Stores, and Clothing Stores was captured by Walmart. The loss in E-commerce sales could be explained by residents shopping in the store rather than on-line.

An inquiry was made to the Director of Chelan's Chamber of Commerce to determine the impact a large scale retailer has had on their economy and its effects on local businesses. While lower sales in some categories were confirmed, no business closures from Walmart's opening were reported. Three grocery stores and two hardware stores continue to operate and per capita TRS increased in several categories. Chelan has become a regional shopping center, attracting people from outside the community, as well as increased the capture rate of resident's spending. Refer to report: *Large-scale Retail Impact on Rural Communities*² for more details.

SUMMARY

There will be a significant increase in sales in the general merchandise category if a major participant enters the Anacortes market. Much of the increased sales in this category will be attributable to capture of sales that are currently being lost to stores in other jurisdictions. There will be some transfer of sales from existing retailers, particularly grocery stores, building material stores, electronics and appliances, and apparel. Overall retail sales will experience significant growth as sales currently lost to other jurisdictions are recaptured.

The businesses in the potentially affected categories will minimize the impacts if they can distinguish their shopper experience through unique product offerings and exceptional service. However, even if a large format retailer doesn't locate in Anacortes, the impacts could be the same if such a business was to locate near Anacortes but outside the City limits.

2) DETERMINE INFLUENCE OF INTERNET SALES ON ANACORTES' ECONOMY

Taxable retail sales occurring through internet retailers are captured in NAICS-4541 Electronic Shopping and Catalog Sales, which includes shopping sites such as Amazon or Ebay, but does not include stores with "brick and mortar" facilities selling through the internet, such as Walmart or Target. Taxable retail sales in this category are likely understated due to some purchases not being subject to sales tax.

NAICS-4541 Electronic Shopping and Catalog Sales, as a percentage of NAICS 44-45 (less auto & boat sales) has increased in Anacortes, Oak Harbor and Washington State. Figure 2 illustrates the growth this category experienced from 2000 to 2014, showing Anacortes achieving 6.9% of Retail Trade in 2014, which is higher than both Oak Harbor and Washington State, achieving 4.3% and 4.7% respectively.

The US Commerce Dept. reported Q3 2015 E-Commerce Sales, as percentage of retail sales, to be 7.4%. At 6.9%, Anacortes e-commerce as a percentage of retail sales is slightly below the national average.

In 2014, Anacortes averaged \$222 of TRS per square foot of space dedicated to retail trade in the CBD and Commercial zones. At that rate, the \$6.1 million of NAICS 4541-Electronic Shopping and Catalog TRS equates to about 27,500 SF of retail space, or approximately 14.5% of Anacortes' current 400,000 SF of retail space in the CBD and Commercial zones.

Summary

Electronic shopping has experienced significant growth in the last fifteen years, reaching 7.4% nationally of total retail sales being made online, up from just one percent in 2000. Anacortes' sales reached 6.9%. This trend is expected to continue in the future as older generations of shoppers, who likely spend less online, are replaced with younger generations of shoppers who likely have a greater online presence. How much more online sales will be of total retail sales is anyone's guess. Different product categories are growing at different rates which could present opportunities for retailers.

Has the \$6.1 million of electronic shopping TRS in Anacortes for 2014, displaced 27,500 SF of retail space here today? Will a doubling of electronic shopping sales displace 50,000 SF of retail space? Online sales will shape the future retail landscape, to what extent is the question.

3) SUPPORTABLE RETAIL DEVELOPMENT PROJECTIONS FOR ANACORTES

Concern was expressed regarding the supportable retail development and how the estimates were prepared. The following provides a brief overview of how the projections were developed by Property Counselors for the 2016 Comprehensive Plan Economic Development Existing Conditions Report and presents additional data from a similar study conducted by the City in recent years.

Demand for retail space in a particular area is driven by increases in population, household income and the recapture of spending currently conducted outside the community. The spending power of a trade area's population can be converted into estimates of retail square footage by using assumptions about the average spending per capita in various retail categories and the average sales per square foot generated at typical retailers in those same categories.

For example, if a trade area comprised 1,000 persons who spent on average \$2,000 per person on groceries, and grocery stores in the area average \$400 of sales per square foot, one could calculate the square footage of grocery store space supported by these residents to be 5,000 SF.

I. PROPERTY COUNSELORS, 2016 ANACORTES COMPREHENSIVE PLAN - ECONOMIC DEVELOPMENT EXISTING CONDITIONS REPORT

Projected demand for retail development is an element of the Economic Development Existing Conditions Reportⁱⁱⁱ prepared by Greg Easton of Property Counselors, for the 2016 Comprehensive Plan.

The report considers population growth from 2013 – 2035 and assumes a General Merchandise Retailer will open within the city (e.g. mid-scale retailer) to capture this category's sales from the trade area of Anacortes, unincorporated Fidalgo Island and San Juan Islands.

Supportable retail trade development was estimated at 154,000 SF for Anacortes, based upon the assumptions for growth and capture of sales currently occurring outside the community.

II. BERK & ASSOCIATES, CITY OF ANACORTES RETAIL MARKET STUDY

In 2008, the City of Anacortes contracted with Berk & Assoc. to produce a Retail Market Study^{iv} for the assessment of retail opportunities and risks. The study included a sensitivity analysis estimating retail space demand for Anacortes considering the primary trade area of; Anacortes, Guemes, and unincorporated Fidalgo Islands; and a secondary trade area of San Juan Islands. Since Berk's sensitivity analysis does adjust expected capture rates by trade area, this discussion will include both the primary and secondary trade areas.

Berk developed a sensitivity analysis of retail space demands with low and high capture scenarios for the retail space new residents could support from the growth expected from 2007 to 2025, but did not include in the assumption a large-scale retailer locating in Anacortes to capture retail sales leaking to Burlington and Mount Vernon.

The low capture scenario suggests a demand for 121,000 SF of retail development to accommodate projected growth, with a high capture scenario suggesting demand for 172,000 SF.

About half of the projected retail demand (67,000 SF – 77,000 SF) is coming from population growth in the City's Primary Trade Area and can more-or-less be counted on. The other portion of the demand coming from the Secondary Trade Area is retail development the City might see if Anacortes retailers are successful at increasing market penetration and/or improving their ability to attract more visitors.

Two important additional sources of potential demand not included in the estimates are 1) capture of retail sales currently leaking to Burlington and Mount Vernon and 2) additional tourist spending that is coming from outside the Primary and Secondary Trade Areas. If Anacortes were to attract a large-scale general merchandise retailer to March Point or elsewhere in the City, it would recapture a significant portion of sales leakage. If Anacortes retailers were able to capture more tourist spending or if the City's tourism strategy boosts visitor counts above existing levels, a larger retail base would be supported.

SUMMARY

Concern was expressed during the City Council meeting about the retail demand analysis performed for the 2016 Comprehensive Plan, questioning the validity of the data and who had performed the study. The review of a prior City study of retail demand was intended to provide an additional data point to consider, and expose council members to the range of assumptions included in the evaluation.

Anacortes' CBD and Commercial zones currently contain approximately 400,000 SF of Retail Trade floor space. The Berk analysis suggests a range of projected retail demand of 121,000 SF – 172,000 SF, with Property Counselors projecting 154,000 SF. Increasing retail square footage by 30 to 43%.

2014 Per Capita TRS Variance between City and State NAICS-Title	Adjusted for Income	
	Oak Harbor	Anacortes
441-Motor Vehicle and Parts Dealers(less auto & boat sales)	\$ 194	\$ 74
442-Furniture and Home Furnishings Stores	\$ (17)	\$ 114
443-Electronics and Appliance Stores	\$ 119	\$ (193)
444-Building Material and Garden Equipment	\$ 1,022	\$ 147
445-Food and Beverage Stores	\$ 367	\$ 579
446-Health and Personal Care Stores	\$ 100	\$ 268
447-Gasoline Stations	\$ 164	\$ (26)
448-Clothing and Clothing Accessories Stores	\$ (206)	\$ (395)
451-Sporting Goods, Hobby, Book, and Music Stores	\$ (85)	\$ (177)
452-General Merchandise Stores	\$ 782	\$ (1,559)
453-Miscellaneous Store Retailers	\$ 147	\$ (143)
454-Nonstore Retailers	\$ 202	\$ 33
Total 44-45 (less auto & boat sales)	\$ 2,789	\$ (1,278)

Population	21,940	16,190
Per Capita Income \$	23,204	33,107

Figure 1 2014 Per Capita TRS Variance to WA State Average

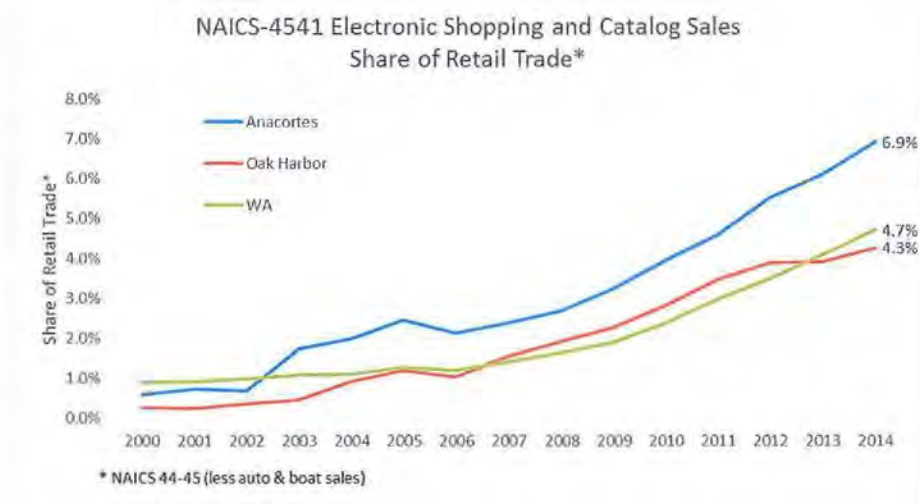


Figure 2 Internet Share of Retail Trade TRS

Links to documents.

ⁱ Property Counselors, 2016 Comprehensive Plan Existing Conditions Report p 16-17

ⁱⁱ Kirk Kennedy, Large-scale Retail Impact on Rural Communities, p 6-10

ⁱⁱⁱ Property Counselors, 2016 Comprehensive Plan Existing Economic Conditions Report p 19

^{iv} Berk & Associates, City of Anacortes Retail Market Study April 22, 2008, p 30-31

Anacortes Retail KT Analysis City Council Discussion

2/1/2016

Agenda

2

- ▶ 12/14/15 CC Meeting Follow-up
- ▶ Retail KT Process Update
- ▶ Review Prior Discussions
- ▶ Discuss Revision of Objectives
- ▶ Discuss Scoring of Objectives
- ▶ Next Steps

12/14/15 CC Meeting Follow-up

3

► Compare TRS Leakage with other communities

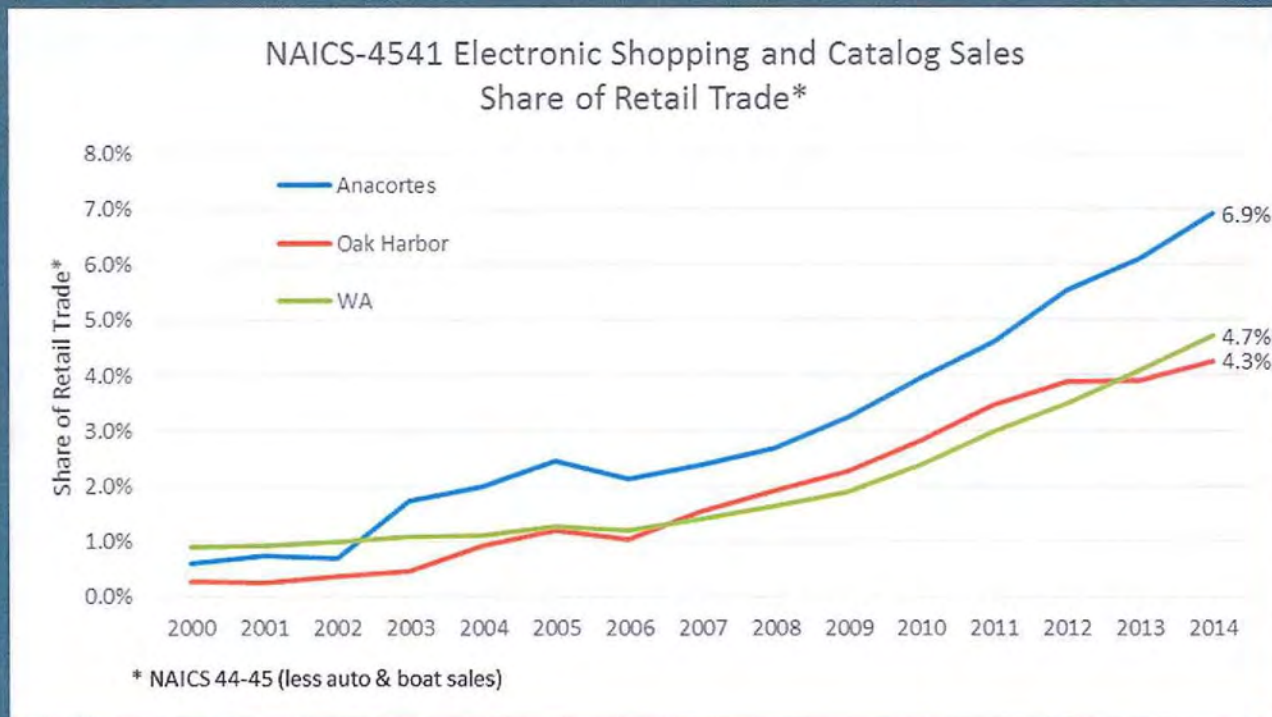
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Total 44-45 (less auto & boat sales)	\$ 2,789	\$ (1,278)
Population	21,940	16,190
Per Capita Income	\$ 23,204	\$ 33,107

Oak Harbor is capturing resident's spending, and more.

12/14/15 CC Meeting Follow-up

4

► Influence of internet sales on Anacortes



- \$6.1 M of internet sales = 27,500 sf retail space @ \$222 sales/sf
- 27,500 sf retail space is 14.5% of current 400,000 sf of retail space

How much more growth and what will impact be?

12/14/15 CC Meeting Follow-up

5

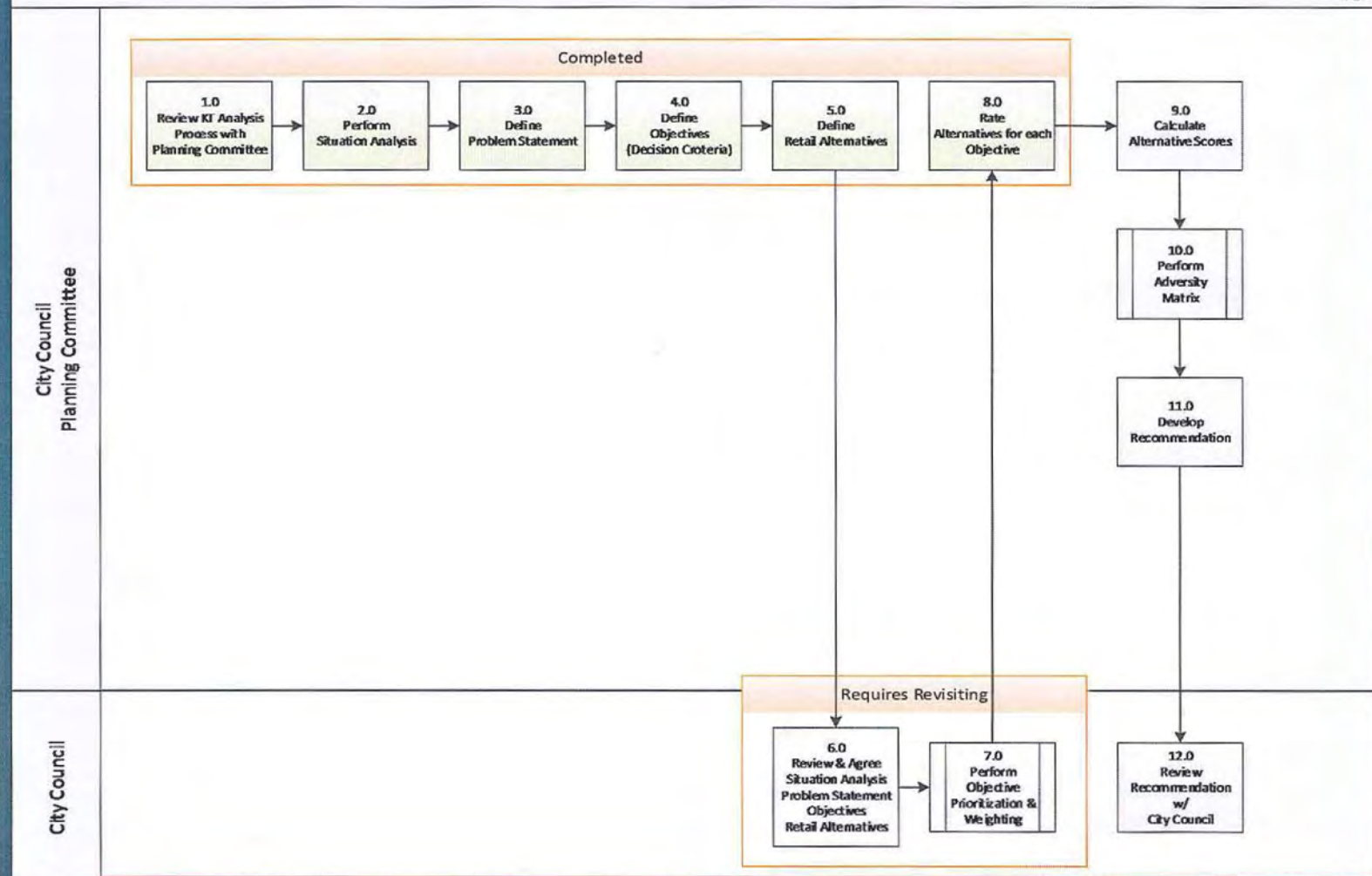
- ▶ Supportable Retail Development for Anacortes
- ▶ Property Counselors, 2016 Comprehensive Plan-Economic Development Existing Conditions Report
 - ▶ Considered population growth 2013 – 2035
 - ▶ Included general merchandise retailer to capture this category's sales for the trade area of Anacortes, unincorporated Fidalgo & Guemes Is. and San Juan Islands.
 - ▶ Supportable retail trade development estimated at 154,000 sf
- ▶ Berk & Assoc., City of Anacortes Retail Market Study
 - ▶ Considered population growth 2007 – 2025
 - ▶ Primary trade area: Anacortes, unincorporated Fidalgo & Guemes Is. & Secondary trade area: San Juan Is.
 - ▶ Assumed no general merchandise retailer
 - ▶ 121,000 – 172,000 sf Supportable retail development

Retail KT Analysis Update

6

Anacortes Retail KT Analysis Process Map

Page 1



Review Prior Discussions

7

Problem Statement

- ▶ How do we broaden the retail merchandise offerings while limiting negative impacts which may result?

Situation Analysis

► **We believe that majorities of Anacortes residents:**

1. Want a friendly, beautiful, sustainable and safe community.
2. Want more in-person opportunities to purchase several classes of household and nondurable consumer goods in sufficient variety and price points, e.g., clothing, shoes, housewares, electronics, etc.
3. Want to purchase more goods locally.
4. Want cheaper groceries.
5. Want increased temporal availability of retail options (e.g., Sundays, evenings).
6. Want to preserve existing small town character of Anacortes and are wary of very large buildings associated with big box retail.
7. Want to preserve locally owned independent retail shops.
8. Want ease of access to a variety of goods at a single location.
9. Want to maintain marine industrial zoning.
10. Want to preserve existing downtown core and not significantly expand commercial areas.
11. Lack awareness of all the retail options that are already in town.
12. Desire increased opportunities for community shopping experiences with interaction w/ community.

Situation Analysis

Information regarding retail in Anacortes:

- 1) Anacortes captures spending from outside our market area, generating an overall surplus of taxable retail sales.
- 2) Anacortes residents spend outside the local market in a number of goods categories.
- 3) Retail demand could support 154,000 sq. ft. of additional retail development in Anacortes.
- 4) Fred Meyer has expressed interest to locate a store in Anacortes, with a preference for a location near the city's core.
- 5) Anacortes' per capita taxable sales for Internet sales are 26% greater than the WA State average.
- 6) Anacortes cannot prescribe a particular brand retailer.

Objectives

Objectives are elements by which retail alternatives are to be evaluated to determine if the alternative supports the objective and how it compares to other retail alternatives.

- 1) Improve ease of access for shopping
- 2) Provide competitive environment for market driven pricing and service levels.
- 3) Provide additional gathering and meeting spaces.
- 4) Increase or maintain shopper density within currently zoned commercial use areas.

Revision of Objectives

During the Planning Committee's exercise to score each alternative for the different objectives, Objective # 2 – Provide a competitive environment for market pricing and service levels. - was difficult to score, largely because the Planning Committee felt the marketplace was the determining factor for market pricing

Proposal

The Planning Committee proposes Objective # 2 be removed from the analysis, leaving the three remaining objectives (#1,3 & 4) from which to perform the KT Analysis.

Revisit Prioritization of Objectives

City Council should revisit prioritization of objectives due to the proposed elimination of Objective # 2 from analysis.

Discuss prioritization of Objectives.

12

												Most	Least
Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Important	Important
1) Improve ease of access for shopping	45	30	20	30	35	20	0	25.7	45	0	45	2	2
2) Provide competitive environment for market pricing and service levels.	25	15	10	10	30	20	0	15.7	30	0	30		3.5
3) Provide additional gathering and meeting places.	20	20	60	20	20	25	85	35.7	85	20	65	2	0
4) Increase or maintain shopper density within currently zoned commercial use areas.	10	35	10	40	15	35	15	22.9	40	10	30	3	2.5
Total	100	100	100	100	100	100	100					7	7

- ▶ Typical “clustering” not observed in results.
- ▶ Two Objectives received Most & Least important scoring.
- ▶ One Objective did exhibit clustering, with 5 of 7 rating Objective #2 lowest.
 - ▶ Although it was 2nd most important to two council members

Seek to understand...

13

Council members should engage in a discussion to understand the root cause(s) of the divergent scoring of objectives.

This discussion:

- ▶ Should ensure council members have (or develop) a common definition of each objective, assuring evaluations are conducted with shared a understanding.
- ▶ Should share Council member's thought processes, considered beliefs and rationale used to establish their prioritization of Objectives.
- ▶ Should provide opportunity for council members to seek understanding of each others positions.
- ▶ May expose council members to issues they may not have considered.

Council members will have opportunity to revise scoring of objectives

Objective #1

14

Improve ease of access for shopping

												Most	Least
Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Important	Important
1) Improve ease of access for shopping	45	30	20	30	35	20	0	25.7	45	0	45	2	2

► Description

- Ease of Access to include, but not limited to: proximity to store for reduced time and expense needed to visit, hours and days of operation to accommodate resident's time needs, provide breadth of product offerings for variety and various price points, etc.

► Consider these elements

- Offer goods in variety of quality and points.
- Offer breadth of products lines.
- Hours and Days of operation.

Objective #2

Provide competitive environment for market driven pricing and service levels.

												Most	Least
Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Important	Important
2) Provide competitive environment for market pricing and service levels.	25	15	10	10	30	20	0	15.7	30	0	30	0	3.5

- ▶ Removed from analysis.

Objective # 3

Provide additional gathering and meeting spaces.

												Most	Least
Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Important	Important
3) Provide additional gathering and meeting places.	20	20	60	20	20	25	85	35.7	85	20	65	2	0

► Description

- Shopping is a social experience where friends and neighbors enjoy meeting and greeting each other.

► Consider

- Will added retail provide gathering places such as coffee shop or deli?
- What are the types of gathering places envisioned?

Objective #4

Increase or maintain shopper density within currently zoned commercial use areas.

												Most	Least
Original Objective Scoring	Johnson	Walters	Pickett	Lovelett	Adams	Archibald	Miller	Mean	Max	Min	Range	Important	Important
4) Increase or maintain shopper density within currently zoned commercial use areas.	10	35	10	40	15	35	15	22.9	40	10	30	3	2.5

► Description

- Reduce sprawl and augment existing retail operations.
- New shopping should occur in existing Commercial, CBD and CM zoning

► Consider

- Will added retail bring new shoppers to existing commercial areas

Next Steps

18

- ▶ Compile revised Objective data from council members.
 - ▶ Provide Don Measemer and Kirk Kennedy with revised Objective scores, or indicate no change, by email on or before Friday, 2/6/2016.
- ▶ Planning Committee to revisit scoring of Alternatives
 - ▶ Better understanding of Objectives may change scoring
- ▶ Planning Committee to perform Adversity Matrix.
 - ▶ Develop risk mitigation strategies
- ▶ Planning Committee to develop recommendation(s) to satisfy Problem Statement.



City Council Agenda Bill

Meeting Date: 2/1/2016

Agenda Item: 7a

Subject: 2016 Slurry Seal Street Repair/Preparation 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: On January 27, 2016, advertisements will publish opening a bid opportunity for "2016 Slurry Seal Project"; a project focused on road improvements in the Skyline area. In preparation of that work, the City proposes that the Council approve a contract award to Asphalt Quality Sealers in the amount of \$30,850.24 to prepare for slurry seal surfacing. Asphalt Quality Sealers will repair minor cracks, potholes, and miscellaneous roadway imperfections.

Background: There are few contractors who install Slurry Seal Type II and their schedules become full during seasonal weather when this work can be done. This is why City staff is preparing now so that the planned improvements will occur in summer of 2016.

Budget Impact	
Amount Budgeted	\$1,100,000
Budget Account (BARS)	104.720.542.30.41
Proposed Expenditure	\$32,850.24
Budget Amendment Required?	No
Revenue Source	104 City Funds

Proposed Contract	
Contractor	Asphalt Quality Sealers
Amount	\$32,850.24
Start Date	Physical Work 4/1/2016
End Date	6/1/2016

Previous Council/Committee Action: N/A

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

Recommended Motion: I move that City Council approve a contract award to Asphalt Quality Sealers for the 2016 Slurry Seal Repair/Preparation Project in the amount of \$30,850.24.

Alternative Actions: N/A

Attachments (listed in order presented): Asphalt Quality Sealers Contract

THIS CONTRACT, 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 (City), and **Asphalt Quality Sealers** hereinafter called the CONTRACTOR.

WITNESSETH:

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

I. **Scope of Work** CONTRACTOR shall do the work and furnish all tools, materials, equipment, and transportation required to repair residential roads in the Skyline area located in Anacortes, WA. Specifically, the CONTRACTOR shall repair minor cracks, potholes, and miscellaneous roadway surface imperfections on residential roads PCI 60 to 80 in preparation for slurry seal which will be subject to a separate City procurement. A map denoting which streets in Skyline that are subject to repair under this CONTRACT is provided as an enclosure and is hereby incorporated by reference. Work shall be conducted at the direction of the City Engineer or his designee, Mr. Gunnar Christiansen. Work shall be done in accordance with the (1) Washington State Department of Transportation 2016 *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, which are incorporated by reference and made a part hereof, and (2) Special Provisions which are attached and incorporated by reference and made a part hereof. Traffic control including flagging services will be provided by the City.

II. **Contract Time** The Contract Time will begin on the date shown above. The Notice to Proceed will be issued to permit an April 1, 2016 start date for physical work and a completion date no later than June 1, 2016. A defined end date is required so the slurry seal project has sufficient seasonal weather to complete the improvements planned for 2016 in the Skyline area. The Contract Time will expire 30 days thereafter. Work shall be coordinated with Mr. Gunnar Christiansen, Project Manager, who may be reached at (360) 299-1989.

If said work is not completed within the time specified, the CONTRACTOR and CITY agree that as Liquidated Damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY one hundred dollars (\$100.00) for each day that expires after the time specified in paragraph Contract Times above. .

III. **Contract Price** The Total Contract Price is **Thirty Thousand Eight Hundred Fifty Dollars and Twenty-Four Cents (\$30,850.24)**. Reimbursement under this Contract shall be in accordance with Exhibit A, the CONTRACTOR's bid proposal.

IV. **Severability** If any term or condition of this contract 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 contract are declared severable.

V. **Waiver** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or condition of this contract shall be held to be waived, modified or deleted except by an instrument in writing signed by the parties hereto.

VI. **Indemnification** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

VII. **Venue and Choice of Law** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, 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 Contract shall be governed by the law of the State of Washington.

VIII. The CONTRACTOR for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the CONTRACTOR in the contract.

IX. **Prevailing Wages** Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries.

Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by the Washington State Department of Labor and Industries. Prevailing wages can be found at www.lni.wa.gov. Wages effective September 2105 shall apply.

The Department of Labor and Industries provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

X. **Order of Precedence** Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (1) Contract, (2) Special Provisions, (3) WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

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.

ASPHALT QUALITY SEALERS

CITY OF ANACORTES

Signature

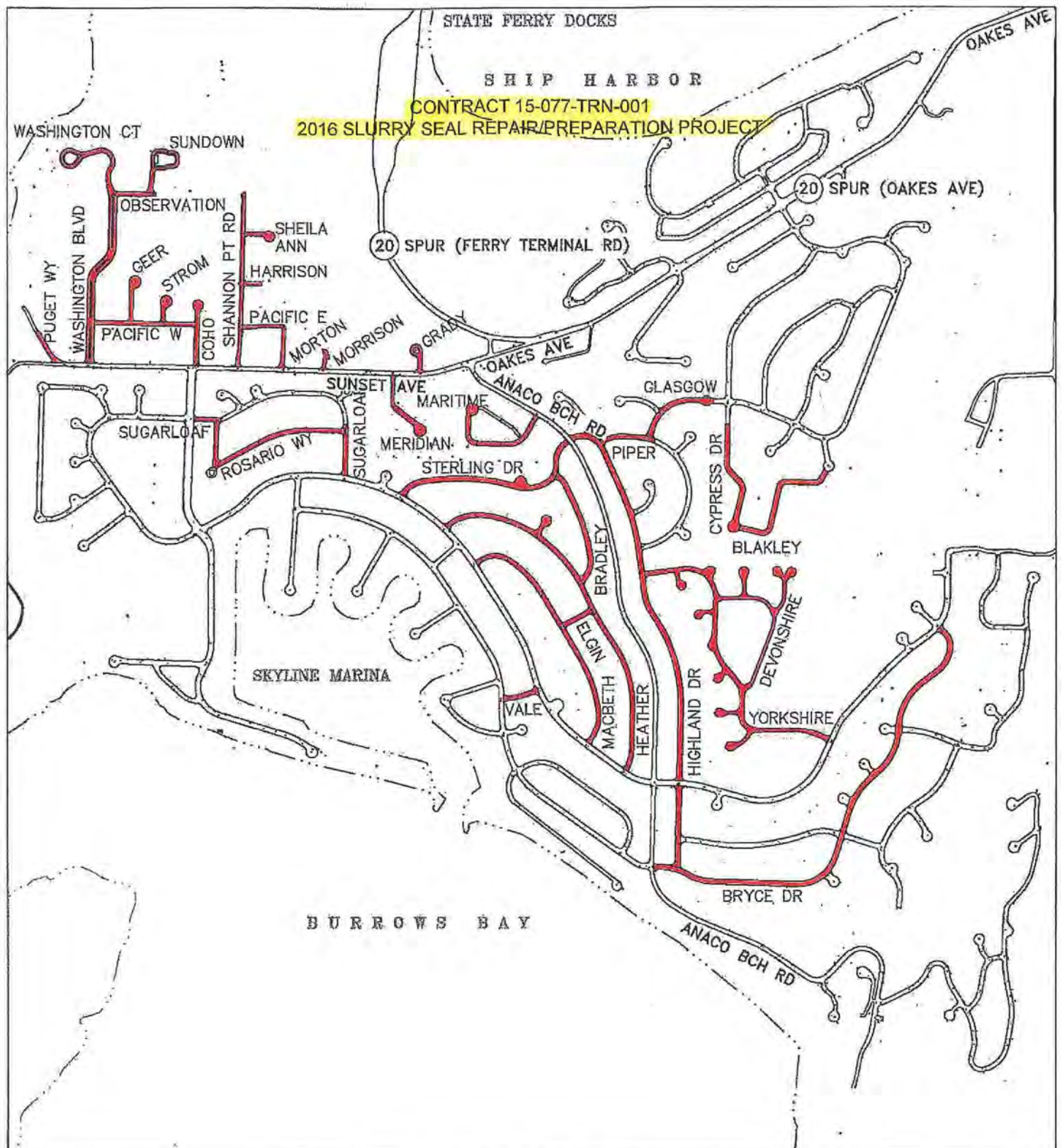
Laurie Gere, Mayor

Printed Name

Date

Title

Date



PROJECT AREA MAP



LEGEND

- TYPICAL PAVED STREET: NOT IN CONTRACT
- STREET SURFACE: REPAIR & SLURRY SEAL
- ISLAND TYPICAL SHORELINE

FEET: 0 100 500 1000

GRAPHIC SCALE

CITY OF ANACORTES
 PUBLIC WORKS ENGINEERING
 PW-15-077-TRN 2016 SLURRY SEAL
 DEC 2015 1 INCH = 1000 FEET

CONTRACT 15-077-TRN-001
EXHIBIT A



CITY OF ANACORTES

WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION

Project Name **2016 Slurry Seal Project Street Repair / Preparation**

Project Scope	Skyline area residential roads PCI 60 to 80: Repair minor cracks, potholes, and miscellaneous roadway surface imperfections in preparation for slurry seal project July 2016. This work scheduled to take place between 15 April and 1 June 2016. See (attached) list of roads scheduled for this project.
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Project Costs					
Description	Qty	Unit	Unit \$	Total \$	
1 Mobilization	1	LS	\$ 750.00	\$ 750.00	
2 SPCC Plan	1	LS	\$ 50.00	\$ 50.00	
3 Traffic Control Plan	1	LS	\$ 500.00	\$ 500.00	
4 Sawcutting Asphalt	1,002	LF	\$ 1.50	\$ 1,503.00	
5 Roadway Excavation including Haul	30	CY	\$ 180.00	\$ 5,400.00	
6 Crushed Surfacing Top Course	36	TN	\$ 120.00	\$ 4,320.00	
7 HMA CL.3/8"	20	TN	\$ 370.00	\$ 7,400.00	
8 Asphalt Crack Seal	7,092	LF	\$ 1.20	\$ 8,510.40	

Total of Items	\$ 28,433.40
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Tax @ 8.5%	\$ 2,416.84
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Total:	\$ 30,850.24
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Wesley Fann
print name

Rick Turner owner 1/19/16
signature title date

ASPHALT QUALITY SEALERS 360 293 6008
business name telephone
360 391 3086

**2016
SLURRY SEAL PROJECT
STREET REPAIR/PREPARATION**

**CONTRACT 15-077-TRN-001
SPECIAL PROVISIONS**

INTRODUCTION TO THE SPECIAL PROVISIONS 216 Slurry Seal project Street Repair/Preparation

(July 31, 2007 APWA GSP)

The Work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by the Washington State Department of Transportation (WSDOT) including all its related Amendments, plus the Special Provisions as provided herein; all which are made a part of the Contract Documents and shall govern the Work.

The Special Provisions contained herein are American Public Works Association (APWA) General Special Provisions (GSPs) and Special Provisions per the City of Anacortes 2011 Engineering Standards. Each APWA Special Provision supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section and the balance of the section remains unchanged and does apply. Where provision reads "Contracting Agency", the term shall be interpreted to mean "City".

Incorporated into the Contract Documents by reference are:

- 2016 *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT
- 2011 City of Anacortes EDS Construction Standards (www.cityofanacortes.org/PublicWorks/Engineering/EngineeringStandards-2011)

Contractor can view the Standard Plans online or obtain a copy at Contractor's own expense.

DIVISION 1 – GENERAL REQUIREMENTS

1-03.3 Execution of Contract

(City of Anacortes GSP)

Revise this section to read:

The Contractor must sign and return the contract within 10 calendar days after the award date, and an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4 unless the Contractor chooses to sign a Declaration of Retainage in Lieu of Contract Bond. Before execution of the contract by the City, the Contractor shall provide any pre-award information the City may require under Section 1-02.15.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the City may grant a maximum of 5 additional calendar days for return of the documents, provided the City deems the circumstances warrant it.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP, Option B; may not be used on FHWA-funded projects)

Delete the first paragraph, and replace it with the following:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the Contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to

exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for Contract Work may be adjusted as described herein.

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-05.17 Oral Agreements
(October 1, 2005 APWA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06.1(4) Fabrication Inspection Expense
(June 27, 2011 APWA GSP)

Delete this section in its entirety.

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-; VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subContractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	combined single limit
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work (June 27, 2011 APWA GSP)

Notice to Proceed will be given after the Contract has been executed. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site **within ten days of the Notice to Proceed Date**, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(March 8, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

1-08.7 Maintenance During Suspension
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents,

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13(3) Claims \$250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of Skagit County. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.



City of Anacortes Public Works

"Essential Services for our Community"

City of Anacortes

Public Works Department

Pavement Management



"Essential Services for our Community"

Pavement Management Program
Budget Options Report



October, 2013

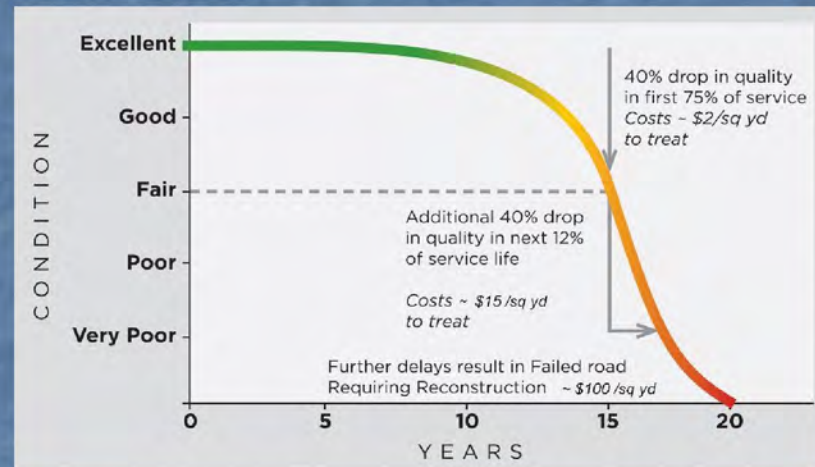
City of Anacortes

- 2013 Average PCI for Anacortes is at **64**
- 1998 PCI was at **76**
- Average 2013 PCI for similar size cities in Washington is **76**
- PCI below **70** usually requires extensive and expensive rehabilitation projects

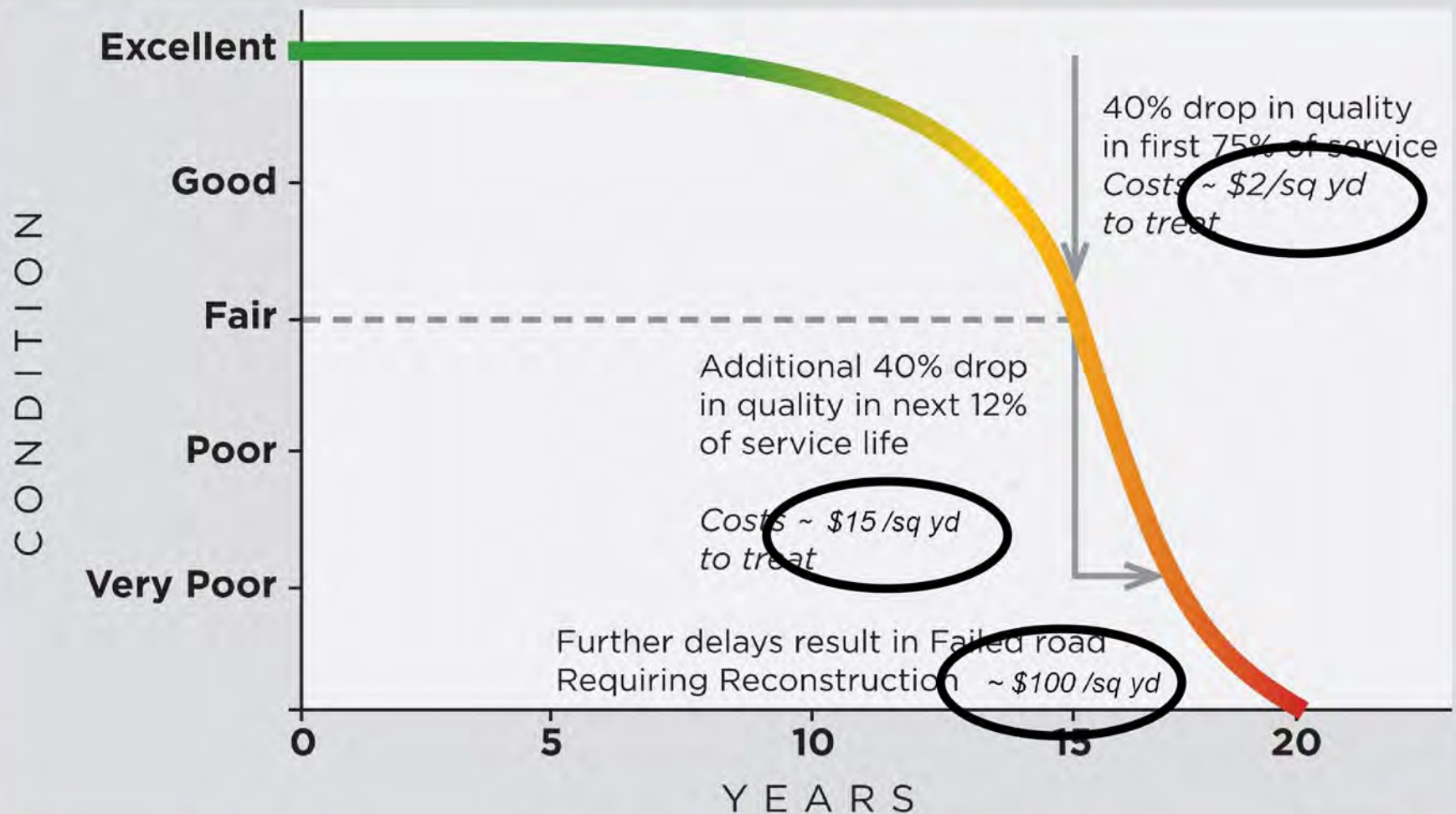
Pavement Deterioration Curve

Previous pavement rating assessment established one data point to use for predicting pavement life .

Current pavement rating assessment will establish 2 data points. Creating a unique curve for each street.



Pavement Deterioration Curve

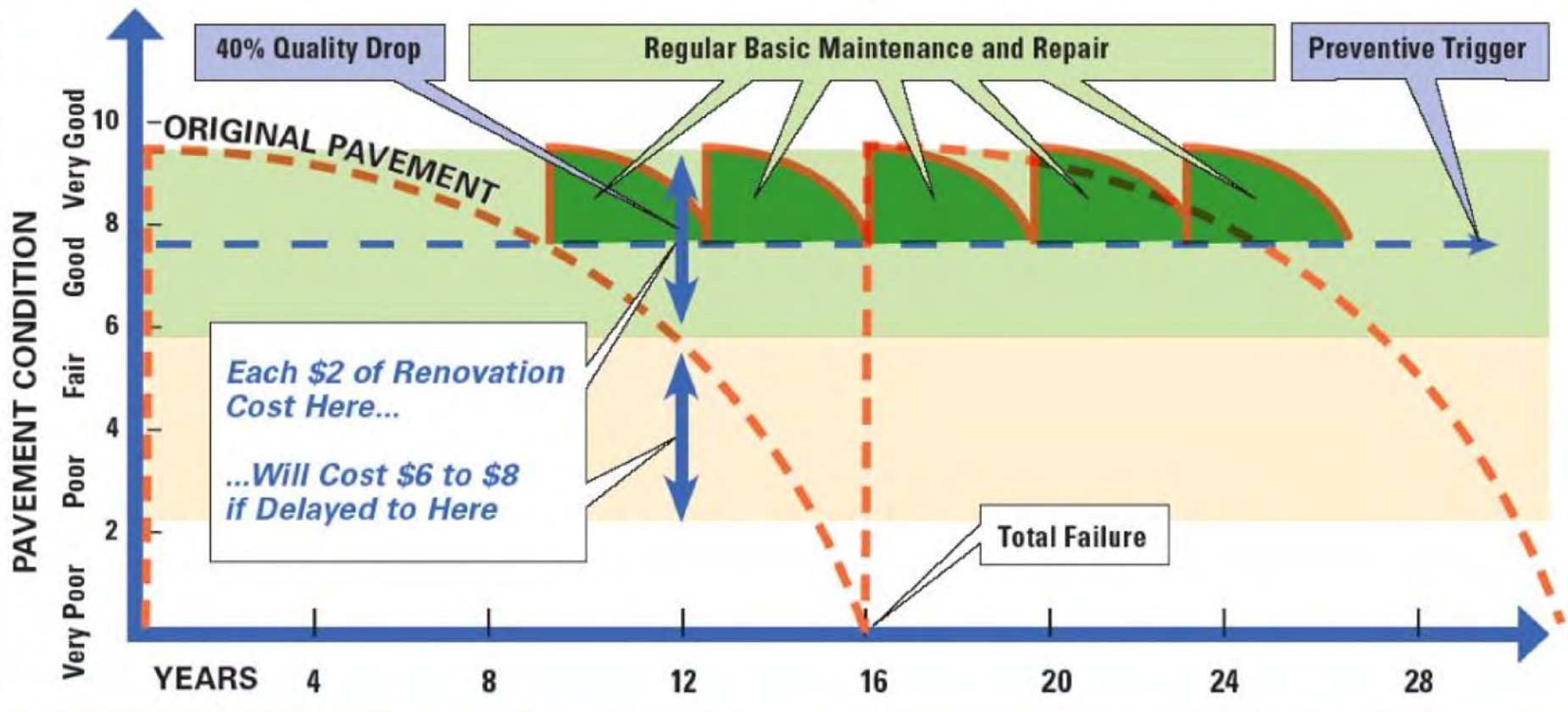


Current Street Network Condition



Pavement Deterioration Curve

The Cost of “Timely” Maintenance



Painting your house comparison



"Essential Services for our Community"

Pavement Maintenance

Pavement Maintenance	House Maintenance
Crack Sealing	Caulking
Slurry Seal/Chip Seal	Painting
Overlay	Replace Siding
Rebuild	Replace Wall



City of Anacortes Public Works

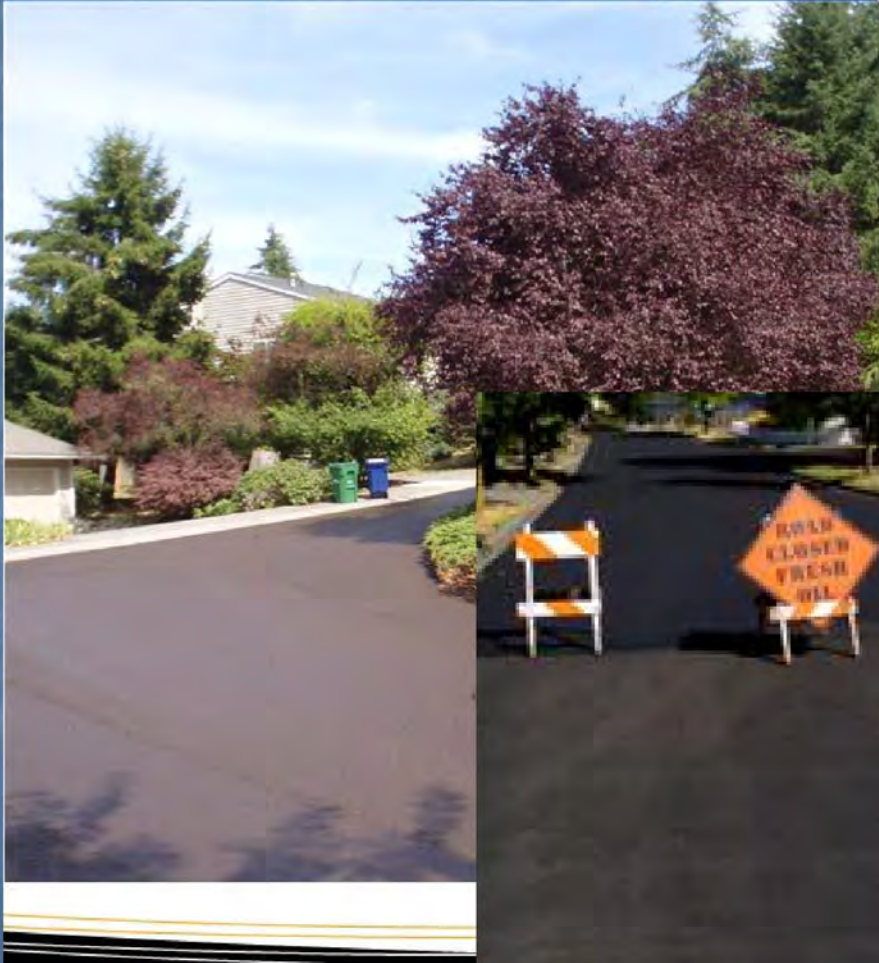
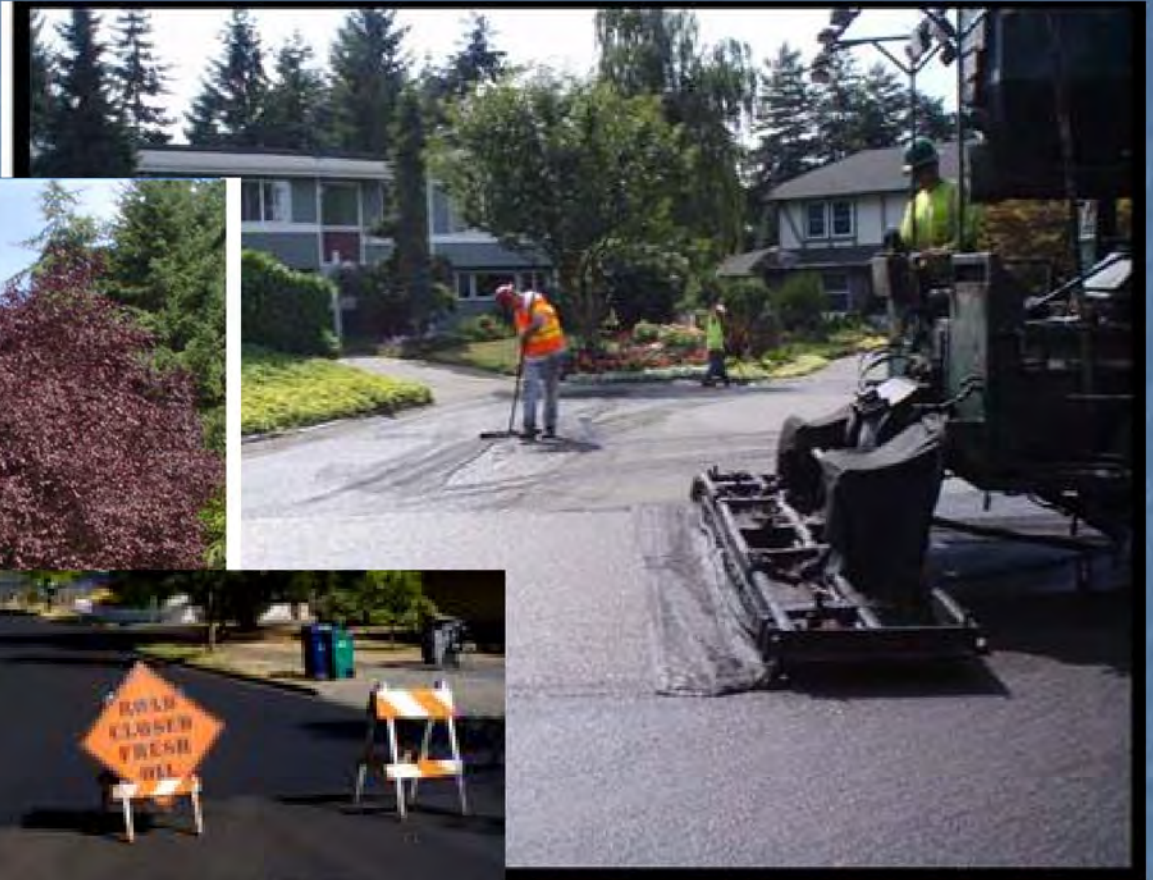
"Essential Services for our Community"

CRACK SEALING





SLURRY SEAL



PCI 70 to 80 range



"Essential Services for our Community"

ASPHALT OVERLAY



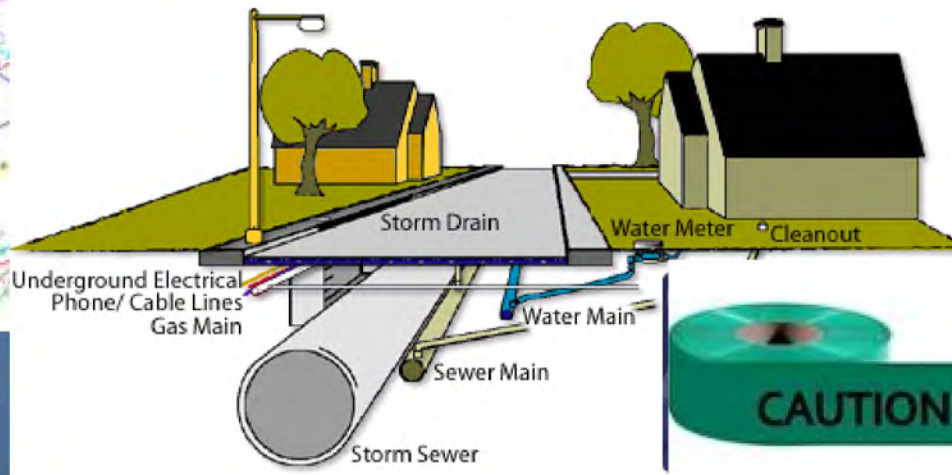
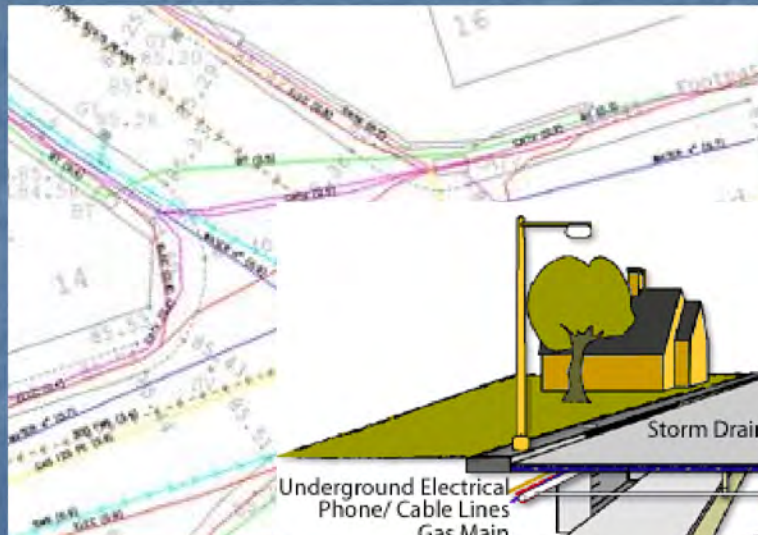


"Essential Services for our Community"

Underground Utility Coordination

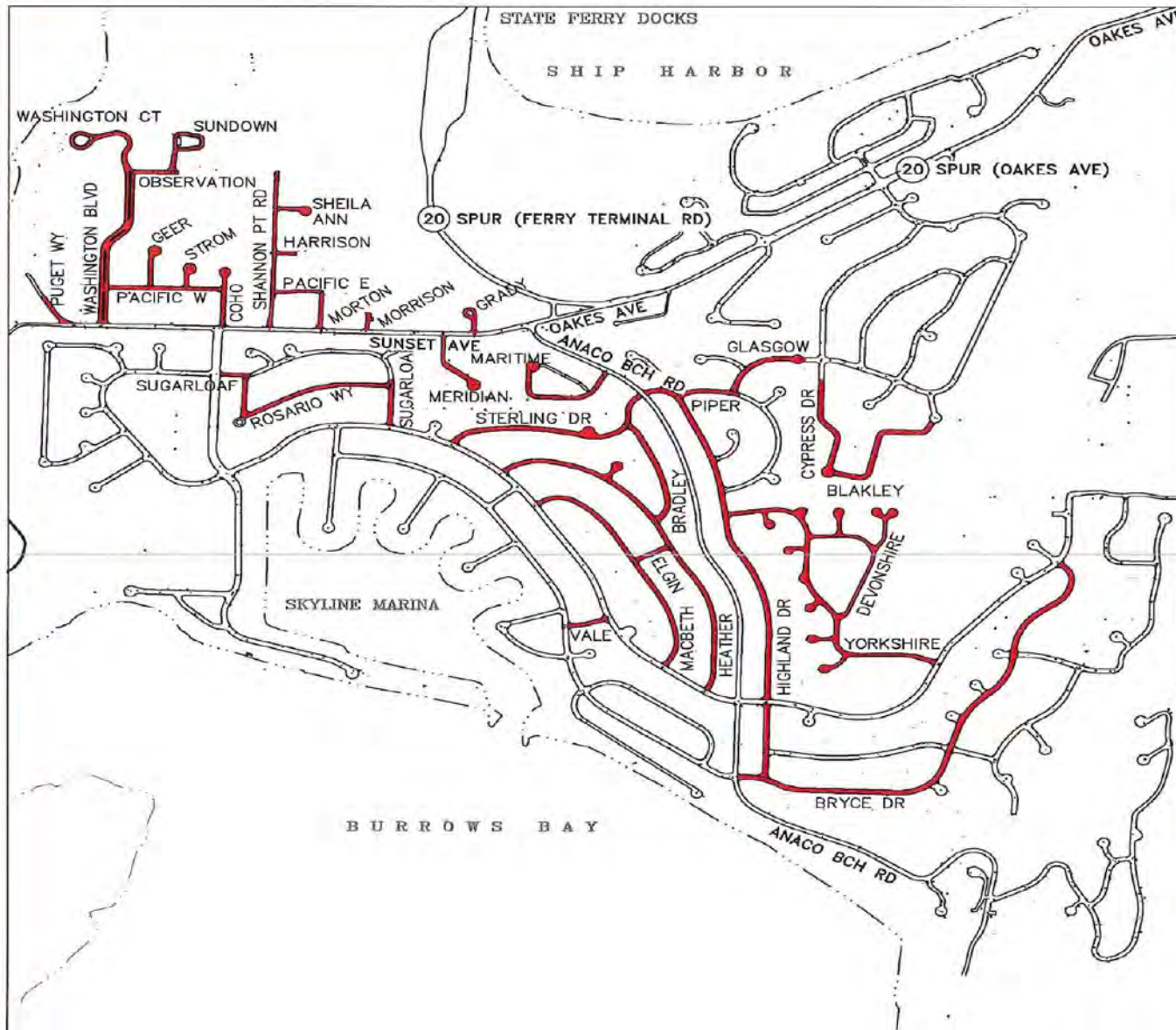
Inspect and replace utilities before paving

Red	ELECTRIC
Yellow	GAS-OIL-STEAM
Orange	COMMUNICATION-CATV
Blue	WATER
Green	SEWER
Fluorescent Pink	TEMPORARY SURVEY MARKINGS
White	PROPOSED EXCAVATION
Purple	RECLAIMED WATER



CAUTION BURIED UTILITY LINE BELOW

CAUTION BURIED SEWER LINE BELOW



2016
slurry
seal
project



"Essential Services for our Community"

Pavement Maintenance

Pavement Maintenance	House Maintenance
Crack Sealing	Caulking
Slurry Seal/Chip Seal	Painting
Overlay	Replace Siding
Rebuild	Replace Wall



Projects List

- | | |
|----------------------------|------|
| 1. D avenue | 2016 |
| 2. 32 nd Street | 2016 |
| 3. Commercial Avenue | 2017 |

This list does not include maintenance projects such as crack seals, chip seals, slurry seals, patching, etc.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning February 8, 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.

STUDY SESSION

February 8, 2016

Fire Protection/EMS Master Plan: PSC Recommendations

Utility Billing: Liens, Temporary Service Disconnections, Service to Low Income Customers

Tommy Thompson Trestle and Causeway Potential Replacement Project in Cooperation with the Department of Natural Resources and the Samish Indian Nation

REGULAR MEETING

February 16, 2016

Special Meeting: Site Visit: 4:00 PM, Anacortes High School Replacement & Renovation, CUP-2015-0006. Meet at Gym.

Closed Record Public Hearing: Anacortes High School Replacement & Renovation, CUP-2015-0006 (Discussion/Possible Action)

Contract Award: Wastewater Treatment Plan Incinerator Emissions Control Scrubber (Action)

STUDY SESSION

February 22, 2016

Fire Protection/EMS Master Plan: PSC Recommendations

REGULAR MEETING

March 7, 2016

Community Development Block Grant (CDBG): Open 30-day Public Comment Period on Community Needs and Applications (Discussion)

Fire Protection/EMS Policy Adoption (Action)

Public Hearing: Ordinance 2969 Martin Vacation (Discussion/Possible Action)

STUDY SESSION

March 14, 2016

2016 Comprehensive Plan Update

REGULAR MEETING

March 21, 2016

Special Meeting: Meet at 3:00 PM on the south side of Oakes Avenue between Allen Court and Eagle View Court (48 North Preliminary Plat & PUD, PUD-2015-0003)

Closed Record Hearing: 48 North Preliminary Plat & PUD, PUD-2015-0003

STUDY SESSION

March 28, 2016

REGULAR MEETING

April 4, 2016

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

Personnel, Monday, Feb 1, 2016, 5:00 PM, Council Subcommittee Room

Public Works, Monday, Feb 1, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
Room (Parks Office)

Planning, Monday, Feb 8, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)

Finance, Wednesday, Feb 10, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

Public Safety, Monday, Feb 15, 2016, 5:15 PM, Main Floor Conference Room (Parks Office)

Tourism Promotion Strategic Planning, Thursday, Feb 18, 2016, 4:30 PM, Location TBD

Parks & Recreation, Thursday, Feb 18, 2016, 6:00 PM, Main Floor Conference Room (Parks Office)

Planning, Monday, Feb 22, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)

Finance, Wednesday, Feb 24, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
