

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

TUESDAY, January 19, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Executive Session (15 Minutes) per RCW 42.30.110 (b, c)**
 - a. Potential Real Estate Transaction
4. **Citizen Hearings**
5. **Mayor/Council Communication and Committee Reports**
 - a. Mayor's Award of Merit: Heather Brennan
 - b. * Arts Commission Appointment: Lisa Rhoades
 - c. Council Committee Appointments
6. **Consent Agenda (Action)**
 - 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
 - g. Contract Award: 2016 Sanitary Sewer Improvements (16-001-SEW-001)
7. **Unfinished Business**
8. **New Business**
 - a. * Resolution 1941: Authorizing Use of Ambulance Service Fund Emergency Reserve Cash (Discussion/Possible Action)
 - b. * 2016 Legislative Priorities (Discussion)
 - c. * Purchase and Sale Agreement: GEMS, LLC (Action)
 - d. * Public Hearing: Ordinance 2968 Adopting the City of Anacortes 2015 Wastewater Comprehensive Plan (Action)

NOTE: This meeting will be continued to 6:00 p.m. on January 25, 2016 for the purpose of consideration and possible action on Resolution 1943 adopting City of Anacortes 2016 Legislative Priorities.

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.



ANACORTES EXECUTIVE DEPARTMENT

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

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

E-MAIL: laurieg@cityofanacortes.org

December 23, 2015

Heather Brennan

Dear Ms. Brennan:

Congratulations! I have nominated you to receive the Mayor's Award of Merit because of your extraordinary efforts in supervising the city work program crew that was completing a maintenance project at the museum. You led by example, explained the importance of taking pride in their work while working alongside them to complete the project in a professional manner in a very short amount of time.

I spoke with Gary Robinson and he gave the following commendation: "Heather has a strong work ethic. Heather oversees the parks department's efforts on its ballfields, and as a result of her work we have some of the nicest ballfields in the County and State." Based on my own knowledge of your performance and Gary's confirmation, I am extremely pleased to select you as a recipient of the Mayor's Award of Merit.

The award will be presented to you at the City Council meeting on Tuesday, January 19, 2016. The meeting begins at 6 pm, and the Award of Merit will be the first agenda item. Please confirm with Cherri Kahns (299-1950) that you will be able to attend the meeting to receive your award. I encourage you to invite your family, friends, and co-workers to the presentation. The award of merit includes a \$75.00 gift certificate to a local restaurant of your choice. Please let Cherri know at which Anacortes restaurant you would like to celebrate your recognition. Additionally, your name will be added to the plaque that hangs in City Hall for all to see!

Heather, thank you for your exceptional efforts on behalf of the City of Anacortes. I appreciate your hard work and commitment to this organization.

Sincerely,

CITY OF ANACORTES

Laurie M. Gere, Mayor

cc: Gary Robinson, Director of Parks and Recreation

Memo

To: Anacortes City Council
From: Laurie Gere, Mayor
Date: 1/6/2016
Re: Arts Commission Appointment



I have appointed Lisa Rhoades to fill Rita James recently vacated position on the Anacortes Arts Commission. Lisa's term will expire December 2016. Attached is Lisa Rhoades letter of interest, Gary Robinson's recommendation with the Commission supportive of her appointment. It will be announced publicly at the January 19 City Council meeting.

Anacortes Parks and Recreation

Memorandum

To: Laurie Gere

From: Gary Robinson

Date: December 31, 2015

Re: Appointment to Arts
Commission

I would like to recommend that you appoint Lisa Rhoades to the **Anacortes Arts Commission**. I would like to have Lisa fill an open position that is a result of Rita James becoming a Founding Member instead of an acting member.

I have attached a letter from Lisa that she sent to me detailing some of her background. The Arts Commission is supportive of her appointment. Please let me know if you would like additional information and I will do what I can.

Thank you.

Anacortes Parks and Recreation
P.O. Box 547
Anacortes, WA 98221
360-293-1918 (phone)

RECEIVED

APR 13 2015

To: Mayor Laurie Gere

CITY OF ANACORTES

April 12, 2015

RE: Appointment to the Anacortes Arts Commission

My name is Lisa Rhoades and I am interested your consideration for my appointment to the Anacortes Arts Commission.

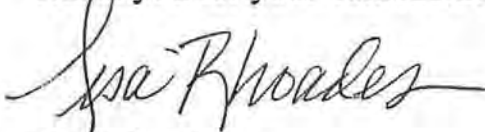
I have lived in Skagit Valley for the past 46 years. My husband and I own three businesses in Anacortes and have, for the past four years, made our home here. Planning on being in Anacortes indefinitely, I want to serve, helping to make an impact on the growth and vitality of our town while building awareness of the arts in our community.

My husband and I are season ticket holders of the ACT Theater as well as McIntyre Hall, members of the Lincoln Theatre, supporters of the Anacortes Arts Festival and the monthly Art Walks, in which our business participates as a venue and I as an artist.

My passion is toward the arts. I have, for the past several years, volunteered as a teacher's aide at Oak Harbor High School in the Metal Arts Dept. I have coordinated art projects, events and challenges for Anacortes High School art students under the direction of Carl Dilutri. I am a multi media artist with works in The Schack Gallery in Everett, Mona Gallery in LaConner and have works currently on display in Mount Vernon for the Skagit Valley Tulip Festival Street Fair.

With my children nearing graduation from college, I am at a point in life where I can devote more of my time and my passion for the arts to my community. Being on the Arts Commission, I feel, is the best place to put that passion to work.

Thank you for your consideration,



Lisa Rhoades

4105 Mitchell Drive

Anacortes, WA. 98221

360-202-6890



ANACORTES EXECUTIVE DEPARTMENT

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

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

E-MAIL: laurieg@cityofanacortes.org

January 7, 2016

Lisa Rhoades
4105 Mitchell Drive
Anacortes WA 98221

Dear Ms. Rhoades:

Based on your interest and background, I am pleased to appoint you to serve on the Anacortes Arts Commission effective immediately. You will be filling a vacant position with a term that expires in December 2016. I will announce the appointment publicly at the January 19 City Council meeting.

The "Open Government Trainings Act," ESB 5964 (Laws of 2014, ch 66), requires that all members of governing bodies, elected local and statewide officials, and public records officers complete basic Public Records Act (PRA) and/or Open Public Meetings Act (OPMA) training, within 90 days of assuming office or entering into their position. As a City of Anacortes Board member, you must complete this training. The training is available online, and at no cost, on the State Attorney General's website: <http://www.atg.wa.gov/open-government-training>.

The Arts Commission meets the second Wednesday of each month at 4 pm., in the Library meeting room. If you have any additional questions, please contact Mr. Gary Robinson, Parks and Recreation Director at 293-1918.

Thank you for your willingness to dedicate your time to this service. Volunteers like you play an important role in making Anacortes such a great community.

Sincerely,

CITY OF ANACORTES

Laurie Gere
Mayor

cc: Gary Robinson, Director



City Council Agenda Bill

Meeting Date: 1/19/2016 **Agenda Item:** 5c

Subject: A Resolution Appointing City Council Members to Council Committees and Appointing Council Representatives for 2016-2017

Contact: Ryan Walters, Mayor Pro Tem

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. 1940
	Contract
	Public Hearing
	Staff Report

Summary: The proposed resolution would establish purposes and appoint councilmembers to standing (permanent) council committees and ad hoc (temporary) council committees.

At the request of several councilmembers, the resolution creates a new standing committee on Housing Affordability and Social Services.

This resolution appoints only one councilmember to the Lodging Tax Advisory Committee. Separately, it creates a temporary committee to complete development of the tourism promotion strategic plan that the existing lodging tax committee has already begun.

Committees that are not Council Committees, such as the Traffic Safety Committee, are listed separately as appointments as council representatives.

The appointments to major committees are summarized in the following table:

	Finance	Housing	Parks	Personnel	Planning	Safety	PW	Tours	Port
Adams			X		X	X	X	X	
Archibald	X			X	X			X	
Johnson	X	X							X
Lovelett		X	X			X	X		
Miller				X		X			
Pickett		X	X	X					X
Walters	X				X		X	X	X

Background: The City Council has adopted rules of procedure by Resolution 1867 (2013); Section 8.A of that resolution provides that council committees may be formed by appointment of councilmembers to each committee by the mayor pro tem with the approval of the City Council. Section 8.A describes three categories of appointments—standing committees, ad hoc committees, and council representatives—but the existing committees and appointments have not previously been characterized into those categories.

The mayor pro tem has solicited councilmembers' preferences with respect to desired committees and level of workload and has tried to balance those preferences with a general goal of achieving broad representation within the committees.

Appointments to city committees have been made by motion, rather than by resolution in recent years, but should have been by formal resolution as the lengthy list requires a writing. A resolution is simply a written form of a motion.

The City Attorney has advised that state law allows the Lodging Tax Advisory Committee to include only one councilmember, who must serve as chair. The time of committee appointments is an appropriate time to address this necessary change.

Previous Council/Committee Action: No previous action.

Competing Viewpoints Considered: Some may prefer to retain the committees and appointments from the 2014-2015 term. Because there have been no changes in composition of the Council, that would be possible.

Recommended Motion: I move to approve Resolution 1940 as proposed.

Alternative Actions: Return the resolution with direction for redrafting.

Attachments (listed in order presented): Proposed Resolution 1940.

Resolution No. 1940

A Resolution Appointing City Council Members to Council Committees and Appointing Council Representatives for 2016-2017

Whereas the City Council has adopted rules of procedure by Resolution 1867 (2013);

Whereas Section 8.A of that resolution provides that council committees may be formed by appointment of councilmembers to each committee by the mayor pro tem with the approval of the City Council;

Whereas Section 8.A describes three categories of appointments—standing committees, ad hoc committees, and council representatives—but the existing committees and appointments have not previously been characterized into those categories;

Whereas appointments to the Street Tree Committee are made by the mayor per AMC Chapter 2.46;

Whereas the mayor pro tem has made the appointments listed below;

Now therefore be it resolved by the City Council that:

Section 1. The following **standing committees** are hereby established, and the following appointments approved:

Finance (John Archibald, Eric Johnson, Ryan Walters)

Purpose: To make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.

Housing Affordability and Social Services (Eric Johnson, Elizabeth Lovelett, Erica Pickett)

Purpose: To develop a draft strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services.

Parks and Recreation (Brad Adams, Elizabeth Lovelett, Erica Pickett)

Purpose: To make recommendations regarding park, recreation, and trail facilities, activities, and policies.

Personnel (John Archibald, Matt Miller, Erica Pickett)

Purpose: To make recommendations regarding positions and personnel policies.

Planning (Brad Adams, John Archibald, Ryan Walters)

Purpose: To make recommendations regarding land use, comprehensive planning, development regulations, and community and economic development.

Public Safety (Brad Adams, Elizabeth Lovelett, Matt Miller)

Purpose: To make recommendations regarding public safety, including the police and fire departments and emergency medical services.

Public Works (Brad Adams, Elizabeth Lovelett, Ryan Walters)

Purpose: To make recommendations regarding public works and city utilities.

Section 2. The following **ad hoc committees** are established, and the following appointments approved:

Tourism Promotion Strategic Planning

Purpose: To develop a draft strategic plan for allocation of lodging tax dollars and general tourism promotion within the city. End date: August 30, 2016.

Members: Brad Adams, John Archibald, Ryan Walters, and other members of the Lodging Tax Advisory Committee

Section 3. The following appointments as **council representatives** to external committees are approved:

Lodging Tax Advisory Committee: Ryan Walters

Skagit County Marine Resources Committee: Elizabeth Lovelett (alternate Erica Pickett)

Port/City Liaison Committee: Eric Johnson, Erica Pickett, Ryan Walters

Traffic Safety: John Archibald, Eric Johnson, Matt Miller

West Skagit Regional Fire Authority Planning Committee: Brad Adams, Eric Johnson, Matt Miller

PASSED by the City Council this 19th day of January, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

ATTEST:

City Clerk/Treasurer

APPROVED AS TO FORM:

City Attorney

City Council Minutes – January 4, 2016

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

Citizen Hearings

No one present wished to address the Council.

Mayor/Council Communication and Committee Reports

City Clerk Steve Hoglund administered the Oath of Office to re-elected councilmembers Ryan Walters (Ward 1), Brad Adams (Ward 2) and Eric Johnson (Ward 3) for their terms beginning January 1, 2016 and ending December 31, 2020.

Mr. Walters reported from the Public Works committee which met earlier in the evening. He said the committee discussed with staff the 3MG tank rehabilitation/replacement project and funding for same, possibly addressing the proposed Evergreen Island water comprehensive plan amendment as a change to the Water System Plan, the success of the city's new drop box service, additional staffing for the Engineering department, street capital projects slated for 2016, relocation of the water line on the high school campus, ongoing discussions with Wave Cable regarding options for a citywide fiber optic network, and grants received to fund 30% designs for roundabouts at 32nd Street and D Avenue and at Oakes Avenue and Edwards Way. Mr. Johnson added that the public was invited to an open house on January 12, 2016 from 4-7 p.m. regarding design for the South Commercial beautification efforts.

Mr. Adams complimented the new Anacortes sign on the Council dais. Mayor Gere thanked the Facilities Department which procured the new sign from local supplier SignDog NW.

Mr. Johnson, mayor pro tem for 2014 and 2015, summarized the Council procedures specifying the election of a mayor pro tem after each general election and the tradition of electing the most senior councilmember to serve in that capacity for a two year term. Observing that senior councilmembers Mr. Adams, Ms. Pickett and himself had each served during the prior six years, Mr. Johnson moved, seconded by Mr. Adams, to elect Councilmember Ryan Walters as mayor pro tem for 2016 and 2017. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried. Mr. Walters advised that he would email his colleagues to solicit their requests for committee assignments.

Consent Agenda

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

- a. Minutes of December 21, 2015
- b. Approval of Claims in the amount of: \$525,963.82

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 78748 through 78882, total \$440,560.49

Payroll for January 5, 2016 in the total amount of \$902,656.44

Check Numbers 41055 through 41087 in the total amount of \$28,914.77

Direct Deposit Numbers from 61921 through 62118 in the total amount of \$527,347.24

EFT Numbers from 1903 through 1908 in the total amount of \$346,394.43

NEW BUSINESS

Public Hearing: Ordinance 2967 regarding City's Assumption of Rights, Powers, Functions and Obligations of Anacortes Transportation Benefit District No. 1

Public Works Director Fred Buckenmeyer introduced draft Ordinance 2967 by which Council would assume all the rights, powers, immunities, functions and obligations of Anacortes Transportation Benefit District No. 1 as allowed by Second Engrossed Substitute Senate Bill 5987 adopted by the Washington State Legislature in 2015. Mr. Buckenmeyer summarized the administrative efficiencies that would be realized. He recommended approval of the ordinance.

Mr. Adams clarified with Mr. Buckenmeyer that the TBD would continue to exist but that its governing body would be the City Council rather than a separate TBD Board.

Mayor Gere opened the public hearing on Ordinance 2967. No one present wishing to address the Council, the mayor closed the public hearing.

Mr. Johnson moved, seconded by Mr. Archibald, to approve **Ordinance 2967** assuming the rights, powers, functions and obligations of the Anacortes Transportation Benefit District No. 1. Vote: Ayes – Adams, Lovelett, Archibald, Miller, Johnson, Walters and Pickett. Motion carried.

Executive Session (20 Minutes) per RCW 42.30.110 (b, c)

At approximately 6:20 p.m. Mayor Gere announced that Council would convene in Executive Session for approximately 20 minutes to discuss a potential real estate transaction about which open discussion could result in terms unfavorable to the City and that there would be no action taken following the executive session.

There being no further business, at approximately 6:40 p.m. the Anacortes City Council meeting of January 4, 2016 was adjourned.

City Council Study Session Minutes – January 11, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council study session of January 11, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present.

Mayor Gere removed Item 3, Whistle Lake Road Water Tank Update, from the agenda and advised that staff would provide that update at a future meeting.

2015 Public Defense Update

Public Defender Rob Jones reported on the successful implementation of the standards for provision of public defense services adopted by Council via Ordinance 2944 on March 2, 2015, consistent with case load guidelines established by the Washington State Supreme Court. Mr. Jones described the establishment of the Public Defender's Office as a department within the city during 2015. He reminded that early in 2015 the Washington State Office of Public Defense awarded Anacortes a \$16,900 grant to support that transition. Mr. Jones reported that OPD officials were impressed by the results following their interviews and observations conducted on site. Mr. Jones reminded of the costs other jurisdictions have incurred for not meeting the State standards.

Mr. Jones advised that those standards allow each public defender to handle 400 cases per year. He said 416 cases were assigned the Anacortes Public Defender's Office in 2015. Of those, Mr. Jones handled 392 and the remainder were handled by contract attorneys because Mr. Jones was conflicted out of handling them. He added that the case load limit does not apply to probation violation hearings, of which Mr. Jones handled approximately 58 in 2015. Mr. Jones described the procedures of the Public Defender's Office which includes meeting with clients in the secure jury room at the Municipal Court building, at his office in City Hall, and also at the jail in Mount Vernon if clients are in custody there. Mr. Jones told Council that establishing the Public Defender's office had been the right decision to meet the needs of indigent defendants in Anacortes and help to break the cycle of disrupted lives and families.

Mr. Walters emphasized that Council needed to be alerted if the case load limit was approached so it could allocate additional resources if necessary. Mr. Jones assured that his office was prepared to address minor overages at year end through the use of conflict attorneys.

Presentation: Low Impact Development (LID) Ordinance Requirements/Process

Assistant Public Works Director Matt Reynolds advised that the City's NPDES permit requires it to adopt an ordinance by the end of 2016 that will address stormwater runoff from new development to incorporate LID. Mr. Reynolds introduced David Roberts of Kulshan Services and Karen Welch of Welch Ecological Services, both under contract with Anacortes to assist in this effort.

Mr. Roberts shared his slide presentation included in the evening's Council packet explaining the LID requirements of the City's current NPDES permit and the work plan to achieve compliance during 2016. He described LID as a strategy to protect and use on-site natural features to maintain pre-development surface water flow volumes and durations on developed land. He said is typically achieved by minimizing impervious surfaces and loss of native vegetation and encouraging infiltration. Mr. Roberts explained that by the end of the year the City would need to review, revise and put into effect local codes and standards that would make LID the preferred option wherever site conditions allow.

In response to a question from Ms. Pickett, Ms. Welch explained the difference between Phase I and Phase II communities under the Clean Water Act. Councilmembers discussed with the consultants the potential costs to homeowners to install LID systems and the offsetting savings achieved in stormwater hookup fees. The consultants reminded that while the permitting process will change under the revised codes, site specific conditions will still govern which treatments are required.

Mr. Roberts summarized the steps to achieve LID integration during 2016: establishing a staff team and a stakeholder committee, updating and training staff, reviewing existing codes and standards to identify which need updating, amending and developing compliant codes, and then public review and Council adoption of those codes before addressing implementation. Ms. Lovelett suggested involving the Skagit County Marine Resources Committee in the process. Mr. Roberts then displayed some examples of LID development elsewhere in Washington State. He listed the steps to implement the new codes once adopted, including staff training, updating permit application materials, holding public workshops on LID strategies and finally reporting on outcomes to DOE by March 31, 2017. Mr. Roberts said the consultants were meeting with staff to set up a schedule to meet the permit timeline and had already begun reviewing City codes as well.

Mr. Roberts answered questions from councilmembers about maintenance of LID features, public education regarding LID, the potential for addressing LID retrofits for existing development, and incorporating LID features into public infrastructure such as roadways, parks and parking lots. He reminded Council of the range of water quality problems LID can help address.

There being no further business, at approximately 7:12 p.m. the Anacortes City Council study session of January 11, 2016 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the January 19, 2016 City Council meeting:

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

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
188357	12/1/2015	dshop	273106	09522	U.S. MOWER	BOOM FLAIL MOWER 180TC22HD, ON HGAC	\$74,602.43
189989	1/29/2015	parks	Q19200	07154	PARTAC PEAT CORP	Premium fence guards	\$979.21
190304	2/10/2015	legal	6096173622	03041	THOMSON REUTERS - WEST	WA Court State Rules	\$315.19
191083	3/10/2015	medic	02/03/2015	02342	SAFEWAY INC	Water and Rehab supplies for Engines	\$44.53
191386	3/20/2015	plan	Reimburse	06090	STEWART, JOANN	Training B'Ham lunch x 2	\$28.00
191686	3/31/2015	medic	Order	08165	NORTHWEST EMBROIDERY	200 Department Patches	\$352.63
191572	3/30/2015	pwfac	03-28-2015	04405	PENGUIN COFFEE	Coffee for Branding workshop GUEP	\$30.38
191574	3/30/2015	pwfac	A54538CE-6C	02896	VISA	Lunch for Branding Workshop GUEP	\$95.48
191847	4/6/2015	medic	Order	01784	MOORE MEDICAL LLC	Stretcher cot straps	\$115.40
191068	3/10/2015	pwfac	546026	05284	GUARDIAN SECURITY SYSTEMS INC	Alarm Monitoring 1/1/15 -3/31/15 for	\$165.00
192992	5/12/2015	dwwtp	Order	00932	FERGUSON ENTERPRISES, INC	Hayward Valve Actuator Mounting Kit	\$175.33
192862	4/30/2015	pwfac	S3403369.001	03896	BUILDERS' HARDWARE & SUPPLY	REPLACEMENT KEYS	\$34.72
193293	5/22/2015	pwfac	ORDER	00088	ALL PHASE ELECTRIC SUPPLY CO.	REPLACEMENT LAMPS FOR CITY HALL	\$217.33
193573	6/4/2015	medic	Order	09532	CANARYSENSE.COM	Calibration gas for Monitors	\$225.03
194242	6/29/2015	dshop	S8033	09522	U.S. MOWER	blades, bolts, nut plains, tension pins	\$650.89
194263	6/29/2015	dshop	order	04442	DEERE & COMPANY	390 Flail Mower for #704A - through	\$5,369.44
194646	7/13/2015	dwwtp	16097862	05523	PACIFIC POWER BATTERIES	Batteries for the Plant	\$181.46
194990	7/24/2015	infosys	Quote Q57382	09122	FEENEY WIRELESS	REPAIR TECHNICIAN FOR CASE 14822	\$125.00
195223	8/3/2015	parks	3270504	00974	FISHERIES SUPPLY	Shock cord for sailing prgm	\$7.16
195295	8/5/2015	pw	Quote 101635	06496	TRAFFIC SAFETY SUPPLY CO INC	2 Mini Adj Graphic signs w/solar 116" x	\$33,472.92
197765	11/3/2015	medic	Order	03100	WOOD'S LOGGING SUPPLY	STIHL CUOFF SAW	\$1,627.50
198607	12/7/2015	hr	4505	09990	VAGABOND	30-YEAR PRIDE IN SERV AWARD, ROBINSON	\$150.00
198670	12/8/2015	legal	0940	01816	MUNICIPAL RESEARCH &	LAND USE CASE LAW UPDATE (WINTER 2015)	\$35.00
198926	12/14/2015	dshop	4969-0	09987	BOTHELL HOTEL & SUITES	HOTEL STAY / MIKE HENSON DURING	\$318.66
198927	12/14/2015	dshop	4970-0	09987	BOTHELL HOTEL & SUITES	HOTEL STAY - SABEN WILLIAMSON DURING	\$318.66
198553	12/2/2015	medic	Order	09791	ZOLL MEDICAL CORPORATION	PED. OXIMETER SENSORS & OTHER MED SUPPLIES	\$1,623.20

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199226	12/28/2015	plan	601	04058	PLANNING ASSOC OF WASHINGTON	LGRAGE PAWS 2016 MEMBERSHIP	\$450.00
198647	12/8/2015	pkrec	foodhandlerpermit	02466	SKAGIT COUNTY PUBLIC HEALTH &	FOOD HANDLERS PERMIT - BREAKFAST WITH	\$50.00
198575	12/4/2015	infosys	OrdBBY01-73547100123	06421	BEST BUY ADVANTAGE ACCOUNT	VIZIO 60" LED	\$790.95
198576	12/4/2015	infosys	Order1202395723	08590	NEWEGG BUSINESS INC	ACCESSORIES FOR PLANNING 60" MONITOR	\$330.30
198766	12/10/2015	parks	WWWcocoa	09946	CASH & CARRY	COCOA & MARSHMALLOWS FOR WINTER	\$158.66
199090	12/18/2015	parks	michaels-fancy nancy	08990	MICHAELS	FANCY NANCY SUPPLIES	\$17.40
199091	12/18/2015	parks	safeway-fancy/nancy	02342	SAFEWAY INC	SUPPLIES FOR FANCY NANCY PARTY	\$95.52
199233	12/28/2015	publib	4121 2521 2000 4604	08533	NETNANNY.COM	VISA CHARGES - NET NANNY LICENSE RENEWAL	\$79.97
199358	12/29/2015	medic	Order	09517	UCAPIT	REFRIGERATED MEDICAL DISPENSARY MACHINE	\$15,500.00
199322	1/1/2016	medic	Order	06347	WITMER PUBLIC SAFETY GROUP INC	REPLACEMENT HELMETS, VOLUNTEER HELMETS	\$4,621.05
199687	1/12/2016	finance	011216	01538	LAND TITLE CO	DEPOSIT INTO ESCROW ACCOUNT FOR GEMS	\$25,000.00
199459	12/31/2015	parks	9128405	03072	WILBUR-ELLIS COMPANY	PESTICIDE	\$161.71
199376	12/30/2015	parks	A101690	02405	SEBO'S DO-IT CENTER	BOLTS, FASTENERS	\$6.13
199700	12/31/2015	dshop	65386119	09162	TOTER LLC	RE-STOCK 32 GAL DARK GRAY GARBAGE TOTES	\$2,364.28
199679	12/31/2015	finance	0319913	04412	COMCAST	Internet Access - Library	\$110.70
199647	12/31/2015	finance	HSVC07-77	05350	SKAGIT COUNTY PUBLIC HEALTH	2nd qtr City Share of revenues from	\$5,397.72
199561	12/31/2015	publib	90183787	01318	INGRAM LIBRARY SERVICES	BOOKS - JUV	\$861.47
199562	12/31/2015	publib	90183788	01318	INGRAM LIBRARY SERVICES	BOOKS - JUV	\$8.45
199563	12/31/2015	publib	90183789	01318	INGRAM LIBRARY SERVICES	BOOKS - JUV	\$306.17
199682	12/31/2015	parks	5037607MB	01530	LAKE SIDE INDUSTRIES	DUMP FEES - CONCRETE FROM STORVIK RR	\$925.00
199391	12/31/2015	court	11/30/15	07759	LANGUAGE LINE SERVICES	INTERPRETOR PHONE SERVICE	\$54.22
199454	12/31/2015	ap direct	A1055747	02405	SEBO'S DO-IT CENTER	30-YEAR PRIDE IN SERVICE AWARD: RUSS	\$150.00
199460	12/31/2015	parks	110-8446181-0715411	08811	AMAZON.COM	GLOW STICKS FOR WONDERLAND WALK	\$14.99
199673	12/31/2015	finance	A1055944	02405	SEBO'S DO-IT CENTER	ELECTRICAL SUPPLIES FOR PUMPS	\$26.52
199200	12/28/2015	pkrec	A1056854	02405	SEBO'S DO-IT CENTER	FIRESTARTER - WONDERLAND WALK	\$34.70
198894	12/13/2015	infosys	0171	08811	AMAZON.COM	300W POWER SUPPLY - IT	\$40.99

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199462	12/31/2015	parks	360293-3725	07909	FRONTIER	DEPOT PHONE DEC. 2015	\$55.67
198893	12/13/2015	finance	4430	08811	AMAZON.COM	16GB FLASHDRIVE - LEGAL, ENGR & ADMIN	\$38.42
198890	12/13/2015	bldg	4471	01331	INTERNATIONAL CODE COUNCIL	RENEW CERTIFICATION - PAUL INGALLS	\$75.00
199493	12/31/2015	publib	Refund	08686	MAYO, PALOMA	REFUND FOR FOUND AND RETURNED JUV LOST BOOK	\$25.00
199463	12/31/2015	parks	879855/1	00021	ACE HARDWARE	FLUORESCENT LIGHTS FOR LOWER RESTROOM @	\$234.12
199667	12/31/2015	dshop	896924	09237	WASHINGTON TRACTOR	LABOR TO REPAIR #704A	\$1,493.36
199684	12/31/2015	pw	0668922-001	00306	BAYSHORE OFFICE PRODUCTS	2016 FRANKLIN PLANNER - MATT REYNOLDS	\$30.92
199221	12/28/2015	pkrec	3381	02342	SAFEWAY INC	ICE - FANCY NANCY PARTY	\$13.83
199678	12/31/2015	finance	B318888	02405	SEBO'S DO-IT CENTER	ELECTRICAL SUPPLIES FOR PUMPS	\$69.22
199404	12/23/2015	dshop	0492045	00932	FERGUSON ENTERPRISES, INC	WATER METER PARTS FOR INVENTORY	\$5,271.21
199492	12/31/2015	publib	75263105	02243	RECORDED BOOKS LLC	CD	\$7.54
199145	12/23/2015	dshop	Visa charge	09933	WEST BROTHERS HEATING & AIR	FURNACE IGNITION CONTROL #90009	\$139.00
199592	12/31/2015	finance	1988376265	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$45.65
199590	12/31/2015	infosys	0171	09993	NCH SOFTWARE INC	AUDIO SOFTWARE	\$20.42
199400	12/25/2015	dshop	0492046	00932	FERGUSON ENTERPRISES, INC	WATER PARTS INVENTORY FOR METERS	\$5,213.05
199224	12/28/2015	publib	4121 2521 2000 4604	09984	BABYCHANGINGSTATIONS.COM	VISA CHARGES - CHILD PROTECTION SEAT	\$75.62
199452	12/31/2015	ap direct	4505	02342	SAFEWAY INC	30-YEAR PRIDE IN SERVICE AWARD: PAT	\$150.00
199453	12/31/2015	ap direct	4505	08219	ANTHONY'S RESTAURANT	30-YEAR PRIDE IN SERVICE AWARD: BRUCE	\$150.00
199419	12/31/2015	apd	ACT END 4513	05477	LYNN CARD COMPANY	HOLIDAY CARDS	\$157.95
199421	12/31/2015	apd	ACT END 4554	09988	OXFORD SUITES	TRAINING HOTEL STAY; CAPT SMALL	\$502.80
199613	12/31/2015	mwtp	151010-2256	09913	LAB/COR INC	GIARDIA/CRYPTOSPORIDIUM SAMPLES	\$1,025.00
199423	12/31/2015	apd	21192	00841	ECONOWASH LAUNDRY & DRY	CLEANING UNIFORMS; NOV 25TH THROUGH DEC 25TH	\$222.70
199564	12/31/2015	publib	91001520	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$13.70
199565	12/31/2015	publib	91001521	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$816.73
199703	12/31/2015	finance	9757982629	02879	VERIZON WIRELESS	CITY WIDE MONTHLY BILLING - DEC	\$7,139.01
199227	12/28/2015	publib	Pending	01958	OCLC, INC	CATALOGING, ILL & WORLDCAT DISCOVERY	\$344.92
199406	12/29/2015	dshop	0488931	00932	FERGUSON ENTERPRISES, INC	WATER PARTS FOR INVENTORY, MXU'S, 13-YEAR PRORATION	\$3,294.22

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199645	12/31/2015	finance	110-1094857-5189058	08811	AMAZON.COM	OUTER GLASS LENS SCREEN REPLACEMENT	\$9.99
199646	12/31/2015	finance	110-1612182-4189860	08811	AMAZON.COM	ROSEWILL 2 PORTS PCI-EXPRESS SERIAL	\$27.98
199644	12/31/2015	finance	110-7961379-9023408	08811	AMAZON.COM	ROSEWILL 2 PORTS PCI-EXPRESS SERIAL	\$27.11
199612	12/31/2015	mwtp	1988383581	06718	ARAMARK	WTP LAUNDRY SERVICE	\$32.44
199409	12/31/2015	apd	8630	02498	SKAGIT DOMESTIC VIOLENCE & BROCHURES	DOMESTIC VIOLENCE PREVENTION	\$1,514.93
199643	12/31/2015	finance	104-9298079-9412204	08811	AMAZON.COM	PLANTRONICS CS540 WIRELESS HEADSET -	\$220.24
199624	12/31/2015	finance	1397261	02519	SKAGIT PUBLISHING	AA-1397261 ORD 2966 AMENDING 2940 ADOPT	\$47.76
199625	12/31/2015	finance	248 984 6277 5	00494	CASCADE NATURAL GAS CORP.	WTP NATURAL GAS USE	\$4,619.29
199371	12/30/2015	pw	A1053249	02405	SEBO'S DO-IT CENTER	PAINT SUPPLIES FOR CITY HALL BICYCLE PARKING	\$31.20
199637	12/31/2015	finance	0000600787-IN	08125	DISCOVERY BENEFITS INC	DECEMBER 2015 FLEX SPENDING ACCOUNTS	\$74.10
199728	12/31/2015	hr	0669357-001	00306	BAYSHORE OFFICE PRODUCTS	DATE STAMP	\$58.58
199440	12/31/2015	legal	10403	07114	FURLONG, BRADFORD	CITY ATTORNEY SERVICES - DECEMBER 2015	\$1,676.43
199441	12/31/2015	legal	10404	07114	FURLONG, BRADFORD	CITY ATTORNEY SERVICES - WITSCHER MATTER	\$1,002.05
199494	12/31/2015	publib	1086792	02681	SURETY PEST CONTROL	PEST CONTROL SERVICES	\$65.10
199388	12/31/2015	pw	11-60746	09030	PARAMETRIX INC	WWTP OUTFALL PRE-DESIGN & PERMITTING	\$16,986.59
199390	12/31/2015	pw	11-60849	09030	PARAMETRIX INC	WWTP OUTFALL PRE-DESIGN & PERMITTING	\$12,948.24
199500	12/31/2015	finance	1988387172	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$45.65
199558	12/31/2015	publib	200000666863	02192	PUGET SOUND ENERGY	ELECTRICITY LED STREET LIGHT	\$17.96
199559	12/31/2015	publib	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY DF AND SODIUM VAPOR STREET LIGHTS	\$81.89
199733	12/31/2015	hr	2110	01986	ORCA INFORMATION INC	BACKGROUND CHECK, BARBARA BEAR	\$43.00
199620	12/31/2015	finance	293-0161	07909	FRONTIER	Fax West End Fire Dept 293-0161	\$64.51
199661	12/31/2015	legal	3090406055	04296	LEXISNEXIS	SUBSCRIPTION - DEC. 1-31, 2015	\$262.57
199384	12/31/2015	parks	808879	08818	REECE, STORMIE	DEPOT CLEANING - DECEMBER 2015	\$330.00
199405	12/31/2015	parks	A1062663	02405	SEBO'S DO-IT CENTER	ICE MELTER	\$8.67
199451	12/31/2015	finance	CL43357	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - DECEMBER	\$13,892.28
199567	12/31/2015	finance	COA0116	09183	SYSTEMS DESIGN	AMBULANCE SERVICE BILLING DECEMBER	\$2,687.79

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199722	12/31/2015	hr	GB00100301	02776	TRANSAMERICA LIFE INS CO	APRIL, LEOFF1 LONG-TERM CARE INSURANCE	\$354.90
199665	12/31/2015	finance	Retainage Release	01046	GATEWAY CONTROLS	RETAINAGE RELEASE - WWTP GATE CHAIN DRIVE	\$6,067.50
199662	12/31/2015	finance	Retainage Release	08094	DDJ CONSTRUCTION WELDING INC	RETAINAGE RELEASE - WELDING 36-INCH METER WTP	\$563.65
199663	12/31/2015	finance	Retainage Release	07701	SEAHURST ELECTRIC	RETAINAGE RELEASE - SCR ON HSP #2 WTP	\$14,269.50
199689	12/31/2015	finance	082872153	03123	XEROX CORPORATION	Black & White/Color copies -	\$294.04
199691	12/31/2015	finance	1386211-0043-8	02997	WASTE MANAGEMENT	DECEMBER SERVICE	\$92,924.89
199641	12/31/2015	plan	27511	05535	PROSCAPES INC	ANACORTES THEATER LANDSCAPE MAINTENANCE	\$200.73
199498	12/31/2015	finance	293-0327	07909	FRONTIER	PHONE SVC MAIN CITY LINE 293-0327	\$2,206.73
199655	12/31/2015	apd	194727	00155	ANACORTES ANIMAL HOSPITAL	ANACORTES ANIMAL HOSPITAL; BOARD AND DISTRAINER FEES FOR DEC 2015	\$225.00
199699	12/31/2015	finance	200024889996	02192	PUGET SOUND ENERGY	INTAKE ELECTRICITY	\$356.91
199696	12/31/2015	publib	200000667101	02192	PUGET SOUND ENERGY	ELECTRICITY	\$6,724.16
199447	12/1/2015	admin	Exec visa	02896	VISA	DEC VISA - SPECIAL EVENT TICKET	\$47.57
199656	12/31/2015	apd	I16004634	02930	WASHINGTON STATE PATROL	BACKGROUND CHECKS; DEC 2015	\$752.25
199658	12/31/2015	apd	65	02498	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DV & SA SERVICES; OCT - DEC 2015	\$1,024.04
199518	12/29/2015	medic	12/31/2015	01023	FRONTIER BUILDING SUPPLY	DRILL BIT AND SCREW	\$11.21
199517	12/29/2015	medic	15-3421	04253	LIFE TEK INC	PALS TRAINING MANUALS	\$356.21
199516	12/23/2015	medic	1988373997	06718	ARAMARK	STA 3 MAT SERVICE: 12/23	\$16.28
199657	12/31/2015	apd	200015995380	02192	PUGET SOUND ENERGY	ELECTRICITY	\$1,891.61
199506	12/29/2015	medic	21191	00841	ECONOWASH LAUNDRY & DRY	DECEMBER LAUNDRY	\$582.92
199545	12/31/2015	admin	23686	00156	ANACORTES PRINTING	LETTERHEAD FOR EXECUTIVE AND LEGAL	\$184.45
199530	12/7/2015	medic	3927452	08811	AMAZON.COM	BLUETOOTH SPEAKERS, LARGE SHOE POLISH	\$134.54
199526	12/22/2015	medic	52056	00003	A-1 MOBILE LOCK AND KEY	LOCK FOR NEW MED ROOM	\$651.00
199529	12/4/2015	medic	5296244	08811	AMAZON.COM	REPLACEMENT POWER CORD FOR SURFACE PRO	\$48.95
199534	11/25/2015	medic	5565803	08811	AMAZON.COM	CERT TRAILER: PORCH LIGHT	\$12.48
199527	11/23/2015	medic	5655412	08811	AMAZON.COM	LITHIUM BATTERIES - 12 PK	\$30.32
199533	11/24/2015	medic	5666631	08811	AMAZON.COM	TRAFFIC CONES FOR CERT TRAILER !	\$71.96
199532	12/17/2015	medic	6125838	08811	AMAZON.COM	FILLER HOSE FOR JERRY CAN	\$9.41
199535	11/25/2015	medic	7569802	08811	AMAZON.COM	CERT TRAILER 1: TRIAGE BELT	\$50.94

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199528	11/23/2015	medic	8423459	08811	AMAZON.COM	HEADLAMPS FOR MED WORK. CLOCK (29-3)	\$94.49
199536	11/24/2015	medic	8576261	08811	AMAZON.COM	CERT TRAILER 1: REFLECTIVE TAPE, CARGO	\$76.73
199508	12/7/2015	medic	A1055828	02405	SEBO'S DO-IT CENTER	CLEANING SUPPLIES, GLOVES, GLUE	\$24.05
199510	12/17/2015	medic	A1059060	02405	SEBO'S DO-IT CENTER	BATTERY FOR TABLET STYLUS	\$5.41
199512	12/17/2015	medic	A105912141	02405	SEBO'S DO-IT CENTER	OUTLET STRIP	\$9.54
199513	12/18/2015	medic	A1059257	02405	SEBO'S DO-IT CENTER	SUPPLIES FOR GENERATOR ROOM REFURBISH:	\$109.88
199515	12/18/2015	medic	A1059396	02405	SEBO'S DO-IT CENTER	DIMMER KNOB	\$2.16
199509	12/14/2015	medic	B318259	02405	SEBO'S DO-IT CENTER	TIE WRAPS	\$5.64
199636	12/31/2015	finance	386000156	08528	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/01/2015- 12/31/2015	\$52.00
199653	12/31/2015	finance	5021925178	01299	RICOH USA, INC	BLACK & WHITE & COLOR COPIES CITYWIDE	\$666.70
199639	12/31/2015	plan	LTAC 4th of July	03172	ANACORTES WOMEN OF TODAY	LTAC 4TH OF JULY	\$1,807.84
199706	11/30/2015	medic	001-320131	02109	PISTON SERVICE OF ANACORTES	GASKET FOR ANTIQUE ENGINE	\$6.56
199716	11/30/2015	medic	0146539	09995	SSCOR INC	PLUG FOR MEDICAL EQUIPMENT	\$50.39
199709	10/13/2015	medic	0188-466640	03816	CONSOLIDATED ELECTRICAL DIST	PLUG AND CONNCECTION FOR AMBULANCE	\$32.14
199707	9/28/2015	medic	10374014	00168	ANACORTES HARBOR ELECTRONICS	RIGHT ANGLE ADAPTER	\$8.67
199718	12/10/2015	medic	12/10/2015	02342	SAFEWAY INC	KITCHEN SUPPLIES FOR PROMOTION CEREMONY	\$20.10
199721	12/11/2015	medic	12/11/2015	09996	THE DOUNT HOUSE	REFRESHMENTS FOR PROMOTIONAL CEREMONY	\$47.86
199714	12/2/2015	medic	12/2/2015	09217	HAM RADIO OUTLET	EXTERNAL SPEAKER AND MOUNT: CERT	\$79.85
199705	12/31/2015	medic	12/31/15	01364	ISLAND HOSPITAL	CHEST X-RAYS: TRUCKEY, WALLACE, KANE & SUPPLIES	\$3,139.04
199711	12/10/2015	medic	16104596	05523	PACIFIC POWER BATTERIES	AAA, AA, C, D AND 9 VOLT BATTERIES	\$488.77
199764	12/31/2015	finance	1649806-0043-5	02997	WASTE MANAGEMENT	WTP SOLID WASTE DISPOSAL - DEC	\$135.12
199412	12/7/2015	pwfac	34867-1	00369	BLYTHE PLUMBING & HEATING INC	CONDENSATE PUMP	\$100.15
199425	11/5/2015	pwfac	1082539	02681	SURETY PEST CONTROL	PEST CONTROL SERVICE FOR FIDALGO CENTER	\$96.53
199410	12/14/2015	pwfac	B318247	02405	SEBO'S DO-IT CENTER	CITY HALL REPAIR ITEM	\$4.97
199434	12/16/2015	pwfac	212331	01023	FRONTIER BUILDING SUPPLY	8' STEP LADDER	\$141.04
199719	12/18/2015	pw	0171456	00950	FIDALGO BAY COFFEE COMPANY	COFFEE	\$93.00

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199411	12/18/2015	pwfac	1064	09986	SIGNDOG NW	CITY HALL SIGNAGE	\$3,363.50
199413	12/18/2015	pwfac	44040000000 1/6/16	00494	CASCADE NATURAL GAS CORP.	CASCADE NATURAL GAS USAGE	\$726.16
199414	12/18/2015	pwfac	79570000004 1/6/2016	00494	CASCADE NATURAL GAS CORP.	CITY HALL NATURAL GAS USAGE	\$1,055.01
199435	12/21/2015	pwfac	39836	04319	HANDY'S HEATING	ITEMS FOR USE @ CITY HALL	\$44.95
199415	12/22/2015	pwfac	212924	01023	FRONTIER BUILDING SUPPLY	BOOT SCRUBBER	\$21.69
199762	12/31/2015	pw	00251139-B	05880	HDR ENGINEERING INC	WTP IMPROVEMENTS 11/1/15/11/28/15	\$2,441.54
199731	12/31/2015	pw	1048983	07181	BUILDERS EXCHANGE OF WA	AD FOR WWTP SEWAGE INCINERATOR SCRUBBER	\$111.40
199740	12/31/2015	pw	93038890	00898	ESRI INC	ARCGIS TRAINING-HOXIE	\$1,070.00
199775	12/31/2015	court	4th quarter	03508	SKAGIT COUNTY DISTRICT COURT	PROBATION SERVICES	\$4,900.00
199748	12/31/2015	pw	381052728	00531	CH2M HILL ENGINEERS INC	WWTP INCINERATOR SCRUBBER DESIGN	\$10,772.42
199752	12/31/2015	pw	7272	07474	MACLEOD RECKORD PLLC	GUEMES TRAIL DESIGN PHASE II	\$24,600.04
199746	12/31/2015	pw	Ltr dtd 12/29/15	05085	SKAGIT VALLEY HOSPITAL	SRTS - DECEMBER 2015	\$1,058.30
199744	12/31/2015	pw	Pay Application 1	09997	COLUMBIA PUMPING & CONST	2015 "U" DISTRICT SS LINE REHAB	\$111,770.69
199685	12/31/2015	mwtp	0489405	00932	FERGUSON ENTERPRISES, INC	GASKETS FOR WTP	\$40.31
199729	12/31/2015	mwtp	001801	08501	COASTAL FARM & RANCH	36X34 JEANS - WTP	\$98.05
199720	12/31/2015	mwtp	001802	08501	COASTAL FARM & RANCH	CREDIT RETURN 36X34 BDRCK RLX HOLTER	\$6.94
199736	12/31/2015	mwtp	001807	08501	COASTAL FARM & RANCH	36X30 RLXD STRAIGHT JEANS	\$98.05
199755	12/31/2015	hr	010976	00930	SKIDMORE PHARMACY INC.	LEOFF1 PHARMACY COPAYS	\$38.48
199754	12/31/2015	hr	1255576864	09923	GRAY, MATTHEW	KING, MICHAEL, DENTAL SERVICES, DOS: 12/8/15	\$26.40
199760	12/31/2015	hr	LL.MEADD	01364	ISLAND HOSPITAL	LIFELINE SERVICES, MEAD, DAVID, LEOFF1 RETIREE	\$227.48
199750	12/31/2015	pw	Pay Application 1	02383	SCIMITAR CONSTRUCTION	CITY HALL BICYCLE SHELTER	\$8,576.33
199446	12/31/2015	dshop	9454	09617	FRONTLINE CLEANING SERVICES	JANUARY 2015 OPERATIONS BLDG. CLEANING	\$336.00
199399	12/31/2015	dwwtp	077954	08654	FIDALGO AUTO PARTS - NAPA	OIL FILTERS AND BELT	\$51.88
197007	10/6/2015	dwwtp	8240	04869	ANTEC CORPORATION	SAMPLE PROBE FILTER GASKETS	\$154.23
197949	11/9/2015	dwwtp	80067	03065	WHITNEY EQUIPMENT CO INC	REPLACE STATOR AND REBUILD PUMP	\$4,783.22
198514	12/1/2015	dwwtp	109-5046471-8301826	08811	AMAZON.COM	LAMINATE REFILL	\$49.95

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199407	12/31/2015	dwwtp	190-1840-00	00147	ANACORTES, CITY OF	UTILITY BILLING FOR 500 T AVENUE	\$3,501.26
198515	12/1/2015	dwwtp	359329	08958	TAURUS POWER & CONTROLS INC	VFD CAPACITORS AND REPAIRS	\$2,353.04
198792	12/10/2015	pw	37720	02896	VISA	SAFETY VESTS FOR ADA RAMP PROJECT	\$56.95
198790	12/10/2015	dwwtp	103-8198631-6749067	08811	AMAZON.COM	3 CASES OF PAPER TOWELS	\$71.14
198786	12/10/2015	dwwtp	109-8113850-1745018	08811	AMAZON.COM	D BATTERIES	\$13.46
198784	12/10/2015	dwwtp	110-6799976-0381038	08811	AMAZON.COM	TRASH BAGS	\$13.78
198788	12/10/2015	dwwtp	114-7589453-9569053	08811	AMAZON.COM	C BATTERIES	\$11.06
199009	12/16/2015	dwwtp	15-27286	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING	\$123.00
198791	12/10/2015	pw	105-6796846-8306641	08811	AMAZON.COM	LEVELERS AND CARRYING CASE FOR ADA	\$272.18
199085	12/18/2015	dwwtp	002-1623800-7414664	08811	AMAZON.COM	THUMB DRIVES PACK OF 10	\$29.99
199243	12/29/2015	dwwtp	WAANA79729	00939	FASTENAL CO	LOCK OUT DEVICES AND 4 LOCK STATION	\$186.31
198945	12/15/2015	dwwtp	123115	01106	GOBLE SAMPSON ASSOCIATES	CHEMICAL FEED PUMP	\$18,223.50
199083	12/18/2015	dwwtp	111-8353068-2030654	08811	AMAZON.COM	2016 DESK CALENDARS	\$24.07
199717	1/12/2016	hr	1255576864	09923	GRAY, MATTHEW	IVERSEN, ROBERT, DENTAL SERVICES ON 1/6/16. LEOFF1 RETIREE	\$269.00
199749	1/12/2016	hr	101412	00244	ASSN OF WASHINGTON CITIES	JANUARY, SUPPLEMENTAL LIFE INSURANCE	\$334.11
199710	1/12/2016	hr	GB00100301	02776	TRANSAMERICA LIFE INS CO	JANUARY, LEOFF1 LONG-TERM CARE INSURANCE	\$354.90
199375	1/1/2016	infosys	Quote BPSQ26490	08639	BLACKPOINT IT SERVICES	WATCHGUARD FIREWALL RENEWAL 3 YRS	\$1,518.18
199628	1/9/2016	mwwtp	1988394513	06718	ARAMARK	WTP LAUNDRY SERVICE	\$32.44
199669	1/12/2016	finance	0319913	04412	COMCAST	Internet Access - Library	\$170.70
199757	1/12/2016	finance	293-9063	07909	FRONTIER	293-9063 Fire Station 3	\$68.28
199777	1/13/2016	finance	253-006-0176-121494	07909	FRONTIER	T-1 POLICE/FIRE 206-1185 DS1 SPECIAL	\$369.18
199566	1/8/2016	legal	0669715-001	00306	BAYSHORE OFFICE PRODUCTS	PUB DEFENDER OFFICE SUPPLIES	\$36.33
199490	1/6/2016	attorney	0669565-001	00306	BAYSHORE OFFICE PRODUCTS	CITY ATTORNEY BUSINESS CARD HOLDER AND BINDER CLIPS	\$19.60

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199550	1/7/2016	legal	2774	08568	KP-STUDIOS	PHOTO OF CITY ATTORNEY FOR EXECUTIVE WALL	\$179.03
199449	1/5/2016	admin	Jan 2016 Award	05765	ADRIFT	MAYOR'S AWARD OF MERIT - HEATHER BRENNAN	\$75.00
199385	1/4/2016	ap direct	Agreement 12/21/15	00898	ESRI INC	ARC GIS 2016 RENEWAL	\$8,112.02
199767	1/12/2016	pw	108360	05983	OASYS	REPAIR LARGE PAPER PRINTER	\$919.54
199766	1/12/2016	pw	SIN001011	09998	CARTEGRAPH	OMS/ESRI/ADV ASSET	\$21,977.43
199768	1/12/2016	pw	3638	01269	HOW IT WORKS INC	BLUE PRINTS (COA PRINTER DOWN)	\$30.92
199769	1/12/2016	pw	3308388	00717	DAILY JOURNAL OF COMMERCE	INCINERATOR SCRUBBER AD	\$542.10
199770	1/12/2016	pw	01082105	00021	ACE HARDWARE	BATTERIES	\$9.74
199776	1/13/2016	plan	1504-8	06080	MAKERS	TDR STUDY	\$350.00
199772	1/12/2016	pw	0172007	00950	FIDALGO BAY COFFEE COMPANY	ENGINEERING COFFEE	\$108.17
199771	1/12/2016	pw	0108215	00021	ACE HARDWARE	FLASHLITE	\$32.54
199631	1/11/2016	pkrec	BBB011597	02178	PROSTOCK ATHLETIC SUPPLY	PW BASKETBALLS	\$493.68
199633	1/11/2016	pkrec	soccerrefs	08041	SKAGIT VALLEY REFEREE'S ASSOC	SKAGIT VALLEY SOCCER REFEREES PAYMENT	\$769.60
199422	1/4/2016	pkrec	memberdues	02926	WASH RECREATION & PARK ASSN	WRPA ANNUAL MEMBERSHIP DUES - REC MGR.	\$164.00
199424	1/4/2016	pkrec	wrparskmngmt	02926	WASH RECREATION & PARK ASSN	WRPA RISK MANAGERMENT SCHOOL	\$279.00
199588	1/8/2016	dshop	001-323385	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #603	\$47.02
199595	1/8/2016	dshop	001-323170	02109	PISTON SERVICE OF ANACORTES	PARTS FOR STOCK & #6935	\$591.66
199458	1/6/2016	dshop	A1063728	02405	SEBO'S DO-IT CENTER	BROOM FOR SHOP	\$23.95
199484	1/6/2016	dshop	001-322979	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #507	\$373.51
199485	1/6/2016	dshop	001-323025	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #507	\$28.13
199486	1/6/2016	dshop	001-323027	02109	PISTON SERVICE OF ANACORTES	MATERIAL FOR SHOP	\$75.95

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199487	1/6/2016	dshop	084556	08654	FIDALGO AUTO PARTS - NAPA	PART FOR VEH #411	\$13.77
199488	1/6/2016	dshop	72068	07368	HOSE SHOP INC, THE	PARTS FOR #9905	\$126.91
199496	1/6/2016	dshop	001-323157	02109	PISTON SERVICE OF ANACORTES	PART FOR STOCK	\$4.35
199546	1/7/2016	dshop	1988398147	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$18.60
199548	1/7/2016	dshop	S3456327.001	03896	BUILDERS' HARDWARE & SUPPLY	MATERIAL FOR OPERATIONS	\$429.66
199599	1/8/2016	dshop	001-323388	02109	PISTON SERVICE OF ANACORTES	PARTS FOR #6935	\$19.82
199601	1/8/2016	dshop	001-323427	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #828	\$95.43
199602	1/8/2016	dshop	287725	02549	SMILEY'S INC	PARTS FOR #11903	\$82.95
199604	1/8/2016	dshop	IB00980	00936	FARMERS EQUIPMENT COMPANY	PART FOR #6935	\$14.22
199497	1/6/2016	dshop	S6-828221	05774	SEATTLE AUTOMOTIVE	MATERIAL FOR STOCK	\$229.15
199499	1/6/2016	dshop	300-10002026	05987	ALL BATTERY SALES & SERVICE	SUPPLIES FOR #90008	\$411.87
199568	1/8/2016	dshop	001-323298	02109	PISTON SERVICE OF ANACORTES	PARTS FOR #6938	\$404.71
199573	1/8/2016	dshop	001-323203	02109	PISTON SERVICE OF ANACORTES	PART FOR #7923	\$23.08
199574	1/8/2016	dshop	001-323219	02109	PISTON SERVICE OF ANACORTES	PART FOR #7923	\$124.50
199575	1/8/2016	dshop	001-323297	02109	PISTON SERVICE OF ANACORTES	PART FOR #7915	\$404.71
199605	1/8/2016	dshop	MV126543	01801	MOTOR TRUCKS INC	PART FOR VEH #603	\$26.77
199394	1/1/2016	apd	SUBSCRIPTION	00145	ANACORTES AMERICAN	YEARLY SUBSCRIPTION TO ANACORTES AMERICAN	\$43.00
199455	1/6/2016	apd	M16-C90071	01289	IAPE	MEMBERSHIP; EVIDENCE CUSTODIAN NEWSOM	\$50.00
199456	1/6/2016	apd	16142809	00777	DEPT OF ENTERPRISE SVCS	FEDERAL SURPLUS PROGRAM PARTICIPATION FEE FOR 2016	\$400.00
199457	1/6/2016	apd	65606	09594	NASRO	MEMBERSHIP RENEWAL NASRO; CAPT SMALL	\$40.00
199523	1/7/2016	apd	1988398140	06718	ARAMARK	NYLON MATS CLEANED	\$12.90

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199521	1/7/2016	apd	360-293-4900	07909	FRONTIER	BAC LINE	\$73.74
199524	1/7/2016	apd	010116	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 1/1-1/15	\$576.00
199525	1/7/2016	apd	REIMB	06517	BOWERS, BONNIE W	SEMI-ANNUAL DUES FOR ROTARY 1/1/16-6/30/16: CHIEF BOWERS	\$160.00
199674	1/12/2016	apd	011216	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 1/16-1/31	\$576.00
199675	1/12/2016	apd	10377710	00168	ANACORTES HARBOR ELECTRONICS	PATROL SUPPLIES; MINI FLASHLIGHTS	\$216.73
199676	1/12/2016	apd	0172009	00950	FIDALGO BAY COFFEE COMPANY	COFFEE - APD	\$112.70
199542	1/7/2016	finance	3990122	01443	KCDA PURCHASING COOPERATIVE	PAPER, WHITE 8.5X11 20#. CASES	\$553.35
199614	1/9/2016	finance	816977045-0001	01962	OFFICE DEPOT	OFFICE SUPPLIES	\$132.20
199615	1/9/2016	finance	815671318001	01962	OFFICE DEPOT	FILE FOLDERS BLUE - BUILDING	\$119.28
199621	1/9/2016	finance	819	02473	SKAGIT COUNCIL OF GOVERNMENTS	SCOG DUES 2016	\$13,283.00
199622	1/9/2016	finance	0487207	04412	COMCAST	DELUXE 75 PACKAGE	\$191.12
199623	1/9/2016	finance	39754	00244	ASSN OF WASHINGTON CITIES	2016 MEMBERSHIP FEE	\$10,285.00
199503	1/6/2016	finance	3990150	01443	KCDA PURCHASING COOPERATIVE	COPY PAPER 8.5X11 CITY HALL	\$490.86
199739	1/12/2016	mwtp	1988405462	06718	ARAMARK	WTP LAUNDRY SERVICE	\$32.44
199586	1/8/2016	finance	40006	02962	WASHINGTON CITIES INSURANCE	LIBILITY/PROGRAM ASSESSMENTS FOR 2016	\$266,644.00
199627	1/9/2016	finance	36345	09989	WAVE BUSINESS	Fiber lease WTP to City Hall	\$303.80
199642	1/11/2016	finance	104-2827908-8919440	08811	AMAZON.COM	ERGOTRON WORKFIT-S DUAL STATION - CAROL	\$558.78
199664	1/11/2016	finance	1396815	02519	SKAGIT PUBLISHING	AA-1396815 APP & HEARING OPTIONAL SEPA	\$187.06
199666	1/11/2016	finance	1400741	02519	SKAGIT PUBLISHING	AA-1400741 SMALL WORKS ROSTER INVITE	\$151.24
199745	1/12/2016	finance	order1202460752	08590	NEWEGG BUSINESS INC	MI-72 FULL MOTION, GAS-SPRING DUAL	\$89.99
199540	1/7/2016	finance	3990121	01443	KCDA PURCHASING COOPERATIVE	PAPER 8.5X11 20# - OPS	\$184.45

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199594	1/8/2016	finance	0669695-001	00306	BAYSHORE OFFICE PRODUCTS	BOARD, CORK, GRPHT BLEND FOR MARY ELLEN	\$269.29
199616	1/9/2016	finance	3990120	01443	KCDA PURCHASING COOPERATIVE	PAPER, 20# 8.5X11 - LIBRARY	\$368.90
199617	1/9/2016	finance	3990152	01443	KCDA PURCHASING COOPERATIVE	PAPER, 8.5X11 20# GREEN - CITY HALL	\$67.24
199618	1/9/2016	finance	3990151	01443	KCDA PURCHASING COOPERATIVE	PAPER, 67# 8.5X11 BLUE - BUILDING	\$431.74
199650	1/11/2016	finance	96134109	01351	RICOH USA, INC	COPIER RENTAL CITY WIDE	\$415.99
199431	1/5/2016	infosys	Order 8565890	03483	TIGERDIRECT INC	HP V242H 24-INCH LED MONITORS	\$431.88
199519	1/7/2016	parks	2016-WAG994233	00780	DEPARTMENT OF ECOLOGY	WASTEWATER PERMIT - HEART LAKE JULY	\$522.00
199520	1/7/2016	parks	reimb.-Oicles	04342	OICLES, DAVE	REIMBURSEMENT FOR 1/2 COST OF DAVE	\$90.00
199572	1/8/2016	parks	530	02141	PORT OF ANACORTES	DOCK RENTAL	\$98.15
199579	1/8/2016	parks	983	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.74
199580	1/8/2016	parks	984	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.74
199583	1/8/2016	parks	985	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.74
199541	1/7/2016	parks	880571/1	00021	ACE HARDWARE	SIGNAGE, CALENDARS, SAWHORSES	\$86.18
199570	1/8/2016	parks	milo-artwalk	02385	SCOTT MILO GALLERY/FRAMEMAKER	ADVERTISING FOR ARTWALKS-CITY HALL &	\$143.70
199571	1/8/2016	parks	95328	09864	DOG WASTE DEPOT	DOG WASTE BAGS - ALL PARKS	\$1,470.00
199585	1/8/2016	parks	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.74
199587	1/8/2016	parks	986	02141	PORT OF ANACORTES	DOCK RENTAL	\$65.47
199547	1/7/2016	parks	343249	00974	FISHERIES SUPPLY	FIBERGLASS BOTTOMKOTE	\$45.50
199603	1/8/2016	parks	45252	08325	VENTEK INTERNATIONAL	MONTHLY SERVER HOSTING FEE FOR PAY	\$45.00
199681	1/12/2016	publib	0669630-001	00306	BAYSHORE OFFICE PRODUCTS	INK STAMP: LIBRARY ADDRESS	\$47.74
199695	1/12/2016	publib	Prepay	01582	LIBRARY JOURNAL	SUBSCRIPTION	\$157.99

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199450	1/5/2016	publib	SI0010740-US	08345	BIBLIOTHECA , LLC	ANNUAL SUPPORT & MAINT.12/1/15-11/30/16	\$3,829.81
199692	1/12/2016	publib	0669632-001	00306	BAYSHORE OFFICE PRODUCTS	INK STAMP: ENDORSING	\$35.26
199693	1/12/2016	publib	INVT028316	06455	SIRSIDYNIX	SYMPHONY RENEWAL 12/1/15 - 11/30/16	\$10,359.25
199694	1/12/2016	publib	360-299-2484-072602	07909	FRONTIER	PHONE	\$42.10
199723	1/12/2016	medic	L4094762	09991	THE LIMITED	4 PAIR UNIFORM PANTS	\$173.47
199724	1/12/2016	medic	12416	08874	ALADTEC INC	ONLINE SUBCRIPTION SCHEDULING: 2/2016 -	\$1,539.00
199725	1/12/2016	medic	82017114	09185	BOUND TREE MEDICAL, LLC	PHARMACEUTICALS	\$236.80
199734	1/12/2016	medic	1988398136	06718	ARAMARK	STA 1 MAT SERVICE: 1/7	\$16.28
199726	1/12/2016	medic	RTNB 1683	07909	FRONTIER	RADIO TONE LINE 1683: 1/7 - 2/6	\$62.73
199730	1/12/2016	medic	1988395859	06718	ARAMARK	STA 3 MAT SERVICE 1/6	\$16.28
199732	1/12/2016	medic	1988398135	06718	ARAMARK	STA 2 MAT SERVICE: 1/7	\$16.28
199735	1/12/2016	medic	188487	02389	SEAWESTERN FIRE APPARATUS & EO	10 PAIR FIRE GLOVES, 10 NOMAX HOODS	\$1,117.01
199738	1/12/2016	medic	214353	01023	FRONTIER BUILDING SUPPLY	DRILL/IMPACTOR, BOLTS, SOCKETS,	\$326.15
199741	1/12/2016	medic	11116	05103	NORTH STAR DESIGN & EMBROIDERY	LOGO EMBROIDERY FOR UNIFORM SHIRTS	\$102.53
199742	1/12/2016	medic	0172008	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE 1/8	\$93.00
199671	1/12/2016	dshop	0187145-IN	02260	REISNER DISTRIBUTOR INC	SHOP SUPPLIES: STARPLEX EP 2, 10W-30	\$2,351.72
199708	1/12/2016	dshop	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	\$30,703.69
199668	1/12/2016	dshop	MV126353	01801	MOTOR TRUCKS INC	REPAIR LIGHT ON VEHICLE #601	\$53.62
199670	1/12/2016	dshop	0034075-in	02260	REISNER DISTRIBUTOR INC	NON-TAXED DIESEL 2 DYED FOR WWTP 90007	\$559.04
199630	1/11/2016	dshop	0488938	00932	FERGUSON ENTERPRISES, INC	M520M MXU'S FOR WATER INVENTORY	\$3,294.22
199429	1/5/2016	dshop	011-2016	02479	SKAGIT UTILITY COORD COUNCIL	MEMBERSHIP FOR MIKE LAFFERTY - LOCATOR	\$75.00

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199591	1/8/2016	admin	10693	00148	ANACORTES CHAMBER OF COMMERCE	ANNUAL DUES - 2016	\$525.00
199596	1/8/2016	pw	3626	07173	LAND SURVEYORS ASSN OF WA	ANNUAL MEMBERSHIP DUES - BUCKENMEYER	\$200.00
199597	1/8/2016	admin	5003403	00145	ANACORTES AMERICAN	1 YR SUBSCRIPTION - MAYOR	\$43.00
199555	1/8/2016	pw	112565	00999	FOSTER PEPPER PLLC	LEGAL SERVICES WTP - MATTER NO 96	\$13,450.00
199556	1/8/2016	pw	1122564	00999	FOSTER PEPPER PLLC	LEGAL SERVICES WTP - MATTER 96	\$45,002.28
199634	1/11/2016	finance	1304284-64126531	02966	WFOA	WPTA MEMEBERSHIP STEFFEN	\$40.00
199557	1/8/2016	dwwtp	0669717-001	00306	BAYSHORE OFFICE PRODUCTS	POST-ITS	\$29.83
199560	1/8/2016	dwwtp	0172006	00950	FIDALGO BAY COFFEE COMPANY	COFFEE FOR WWTP	\$93.00
199466	1/6/2016	dwwtp	34075	02260	REISNER DISTRIBUTOR INC	FUEL FOR PUMP STATION GENERATORS	\$622.66
199475	1/6/2016	dwwtp	2454126	02342	SAFEWAY INC	FOIL	\$12.98
199477	1/6/2016	dwwtp	880548/1	00021	ACE HARDWARE	ACETONE	\$23.43
199480	1/6/2016	dwwtp	0669425-002	00306	BAYSHORE OFFICE PRODUCTS	BINDERS AND CALENDAR	\$99.64
199479	1/6/2016	dwwtp	198839130	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$56.83
199483	1/6/2016	dwwtp	2016-WA0020257	00780	DEPARTMENT OF ECOLOGY	WASTEWATER PERMIT FOR FISCAL YEAR 2016	\$7,535.16
199551	1/8/2016	dwwtp	B319796	02405	SEBO'S DO-IT CENTER	ANODE ROD	\$28.20
199330	1/1/2016	dwwtp	Order	01890	NORTH WEST INSTRUMENT SERVICES	ANNUAL BALANCE MAINTENANCE AND	\$238.70
199553	1/8/2016	dwwtp	10377690	00168	ANACORTES HARBOR ELECTRONICS	DUPLEX JACK AND PHONE CORD 25'	\$19.51
199600	1/8/2016	dwwtp	880804/1	00021	ACE HARDWARE	QUICK RELEASE TIEDOWN	\$17.57
199482	1/6/2016	dwwtp	A1062911	02405	SEBO'S DO-IT CENTER	BALLAST AND ICE MELT	\$59.60
199474	1/6/2016	parks	B319701	02405	SEBO'S DO-IT CENTER	FASTENERS - ART WORK ON THOMPSON TRAIL	\$18.14
199464	1/6/2016	parks	2016pestrenew	00771	WASH STATE DEPT OF AGRICULTURE	PESTICIDE LICENSE RENEWAL 2016 -	\$198.00

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199468	1/6/2016	parks	A1063534	02405	SEBO'S DO-IT CENTER	3 SINGLE CUT KEYS	\$4.20
199469	1/6/2016	parks	A1063778	02405	SEBO'S DO-IT CENTER	TAPE, HOSE BIB - WA PARK	\$13.32
199470	1/6/2016	parks	A1063914	02405	SEBO'S DO-IT CENTER	FASTENERS	\$9.77
199471	1/6/2016	parks	A1063997	02405	SEBO'S DO-IT CENTER	MARKING PAINT	\$11.91
199473	1/6/2016	parks	A1064030	02405	SEBO'S DO-IT CENTER	PVC PIPE - CEMETERY WALL	\$41.19
199584	1/6/2016	museum	0669615-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES CARNEGIE	\$11.56
199589	1/7/2016	museum	A1064329	02405	SEBO'S DO-IT CENTER	SUPPLIES CARNEGIE	\$22.54
199522	1/4/2016	pwfac	0668202-001	00306	BAYSHORE OFFICE PRODUCTS	REPLACEMENT OFFICE FURNITURE	\$754.77
199428	1/5/2016	pwfac	620025982-1	04463	CHICAGO TITLE COMPANY	RECORDING ENCROACHMENT FEE FOR JAMES	\$75.00
199430	1/5/2016	pwfac	620025983-1	04463	CHICAGO TITLE COMPANY	RECORDING ENCROACHMENT FEE FOR PATRICK	\$76.00
198559	12/3/2015	dwwtp	112-1180421-7612234	08811	AMAZON.COM	PENS, TAPE, POST ITS AND MEMO PADS	\$64.04
198789	12/10/2015	dwwtp	104-8203680-0177062	08811	AMAZON.COM	AAA BATTERIES	\$7.65
199174	12/24/2015	dwtpt	I4108968	01004	FOWLER COMPANY INC, H D	6" DESUIK MODEL PEF ECCENTRIC PLUG	\$6,428.50
199176	12/24/2015	dwtpt	I4108969	01004	FOWLER COMPANY INC, H D	6" X 3'10" FLEX GRV DIP SPOOL WITH 1	\$3,187.94
199084	12/18/2015	dwwtp	102-8392044-5436246	08811	AMAZON.COM	MANILA FOLDERS	\$9.63
199261	12/29/2015	dwtpt	676901	01421	JCI JONES CHEMICALS INC	CAUSTIC SODA SOLUTION 25%	\$2,950.32
199478	12/31/2015	dwwtp	80472	01939	NORTHSTAR CHEMICAL	SODIUM HYDROXIDE 25% SOLUTION	\$461.13
199129	12/22/2015	dwwtp	105-9634836-0785837	08811	AMAZON.COM	XXL GLOVES	\$88.56
199177	12/24/2015	dwwtp	108-53335357-0921860	08811	AMAZON.COM	LETTER SIZE LOCKING EXPANDING FILE	\$37.96
199241	12/29/2015	dwwtp	I426123	02123	PLATT ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES FOR FERRY TERMINAL	\$102.49
199489	12/31/2015	dwtpt	1086826	02681	SURETY PEST CONTROL	MONTHLY PEST CONTROL	\$43.40
198562	12/3/2015	dwwtp	16105160	05523	PACIFIC POWER BATTERIES	EMERGENCY LIGHT BATTERIES	\$696.81
199465	12/31/2015	dwwtp	001-322685	02109	PISTON SERVICE OF ANACORTES	WELDING WIRE	\$9.97
199398	12/31/2015	dwwtp	32819	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$1,422.30
199472	12/31/2015	dwwtp	0186998-IN	02260	REISNER DISTRIBUTOR INC	OIL FOR THE WWTP - RESTOCKED	\$713.96

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199481	12/31/2015	dwwtp	B319523	02405	SEBO'S DO-IT CENTER	BULBS AND GLASS TREATMENT	\$7.87
198427	11/30/2015	dwwtp	Order	00780	DEPARTMENT OF ECOLOGY	LAB ACCREDITATION RENEWAL	\$840.00
199786	12/31/2015	dshop	0279027-IN	03241	FARWEST CORROSION CONTROL CO	MCM ELECTRODE FOR WATER DEPT.	\$81.31
199756	12/31/2015	pw	15-25888	00850	EDGE ANALYTICAL INC	STORM DRAIN CB HYDOCARBON ID IN WATER	\$98.00
199785	12/31/2015	dshop	5120095	02855	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATE TICKETS FOR DECEMBER 2015	\$130.90
198847	12/11/2015	museum	115-6443899-5582619	08811	AMAZON.COM	CURATORIAL SUPPLIES CARNEGIE	\$8.57
198351	11/24/2015	dshop	102-7190666-6929848	08811	AMAZON.COM	FAN FOR FURNACE IN SHOP	\$142.46
198535	12/2/2015	dshop	102-9325195-4333842	08811	AMAZON.COM	PART FOR VEH #513	\$114.38
198547	12/2/2015	dshop	102-3538923-6915410	08811	AMAZON.COM	PART FOR #90009	\$59.66
199380	12/30/2015	dshop	20970706	07351	PARTS MASTER	PART FOR WATER DEPT	\$76.08
199248	12/29/2015	dshop	710 300 0000 5	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR OPERATIONS/SHOP	\$946.86
199189	12/28/2015	dshop	1988376266	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$18.60
199369	12/30/2015	dshop	41600170151	02909	LES SCHWAB TIRE CENTERS	FLAT REPAIR FOR VEH #005	\$15.19
199366	12/30/2015	dshop	001-322545	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #206	\$15.53
199367	12/30/2015	dshop	001-322557	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #206	\$27.87
199368	12/30/2015	dshop	001-322606	02109	PISTON SERVICE OF ANACORTES	PART FOR #6916	\$6.28
199383	12/31/2015	dshop	001-322693	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #403	\$28.42
199438	12/30/2015	dshop	15433	02422	SEVEN SISTERS INC	NEW GEN SET INSTALL FOR #2909A	\$2,141.70
199382	12/30/2015	dshop	E29298	02405	SEBO'S DO-IT CENTER	PART FOR #15-908A	\$13.73
199387	12/31/2015	dshop	MV125999	01801	MOTOR TRUCKS INC	PART FOR VEH #159	\$21.03
199392	12/31/2015	dshop	001-322774	02109	PISTON SERVICE OF ANACORTES	PART FOR SHOP	\$61.83
199501	12/31/2015	dshop	0095009	06543	PACIFIC TIRE	TIRE ROTATE FOR VEH #510	\$82.46
199504	12/31/2015	dshop	A1062728	02405	SEBO'S DO-IT CENTER	PART FOR SHOP	\$52.01
199698	12/31/2015	dwwtp	200012505505	02192	PUGET SOUND ENERGY	WTP ELECTRICITY	\$72,351.43
199790	12/31/2015	parks	114-3623564	04834	UNITED SITE SERVICES	TOILET RENTAL THOMPSON TRAIL 12/15	\$175.00
199780	12/31/2015	pw	25982	07996	REICHHARDT & EBE ENGINEERING	S MARCH PT RD SHOULDER WIDENING - DEC 2015	\$4,649.84

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199792	12/31/2015	parks	114-3624354	04834	UNITED SITE SERVICES	PORTABLE TOILET - WA PARK 12/15	\$93.71
198886	12/13/2015	finance	backorder	02839	USA BLUE BOOK	AMMOMIUM HYDROXIDE 25%	\$86.75
199715	12/31/2015	pw	1702267	01781	MWH AMERICAS INC	WTP IMPROVEMENTS - FINAL INVOICE	\$15,716.82
199727	12/31/2015	pw	26048	07996	REICHHARDT & EBE ENGINEERING	FIDALGO BAY ROAD FLOODING - DEC 2015	\$2,144.05
199802	12/31/2015	finance	5039808694	01299	RICOH USA, INC	Additional charges C86086497 Pub Def	\$42.02
199791	12/31/2015	parks	114-3631247	04834	UNITED SITE SERVICES	PORTABLE TOILET RENTAL DEPT 12/15	\$95.40
199793	12/31/2015	parks	114-3623599	04834	UNITED SITE SERVICES	WA PARK LOOP RD. TOILET 12/15	\$62.57
199795	12/31/2015	parks	114-3623605	04834	UNITED SITE SERVICES	PORTABLE TOILET - COMMUNITY GARDEN	\$93.43
199796	12/31/2015	parks	114-3623610	04834	UNITED SITE SERVICES	PORTABLE TOILET - ACE OF HEARTS PARK	\$83.43
199797	12/31/2015	parks	114-3623845	04834	UNITED SITE SERVICES	PORTABLE TOILET - WA PARK LOOP 2	\$81.00
199798	12/31/2015	parks	114-3623883	04834	UNITED SITE SERVICES	PORTABLE TOILETS - STORVIK PARK	\$182.90
199799	12/31/2015	parks	114-3623889	04834	UNITED SITE SERVICES	PORTABLE TOILET - EDWARDS WAY	\$98.79
199800	12/31/2015	parks	114-3623907	04834	UNITED SITE SERVICES	PORTABLE TOILET - CEMETERY 12/15	\$93.73
199789	12/31/2015	parks	5037826MB	01530	LAKESIDE INDUSTRIES	GRAVEL - SHIP TRAIL	\$366.38
199788	12/31/2015	parks	220006779395	02192	PUGET SOUND ENERGY	ELECTRIC SERVICE WA PARK RESIDENCE DEC.	\$154.64
199782	1/13/2016	pw	00-2015-372-1	09994	ALTA PLANNING+DESIGN	10% DESIGN S COMMERCIAL CORRIDOR	\$10,842.48
199787	1/13/2016	admin	40546	00244	ASSN OF WASHINGTON CITIES	REG CITY ACTION DAYS - GERE AND SCHUH	\$200.00
199778	1/13/2016	pw	7001088534	00129	AMERICAN WATER WORKS ASSN.	MEMBERSHIP DUES 2016	\$1,947.00
199781	1/13/2016	pw	6618	00115	AMERICAN PUBLIC WORKS ASSN.	APWA MEMBERSHIP RENEWAL 3/1/16 - 2/28/17	\$700.00
199783	1/13/2016	pw	008290	00763	DEPARTMENT OF HEALTH	OPERATOR CERTIFICATION RENEWAL G. ATKINSON	\$42.00
199801	1/13/2016	dwtpt	678614	01421	JCI JONES CHEMICALS INC	CAUSTIC SODA SOLUTION 25%	\$2,951.85

Invoice Doc #	Transaction Date	Approval Queue	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
199805	1/13/2016	dwtpt	2016-WAG643002	00780	DEPARTMENT OF ECOLOGY	WASTEWATER PERMIT 7/1/15-6/30/16	\$3,297.00
199370	12/30/2015	dshop	901022	09237	WASHINGTON TRACTOR	PARTS FOR #11952	\$33.86
199737	12/31/2015	pkrec	15-075.1	09652	SCHEMMER CONSULTING GROUP LLC	JOHN STORVIK SPRAY PARK & RESTROOM DESIGN	\$7,600.00
409							

Total **\$1,211,764.49**



Public **W**orks
Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: December 30, 2015

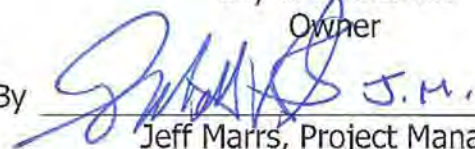
TO: Superior Systems, Inc.
Lisa Wolfe, Corporate Secretary
13576 Bayview-Edison Road
Mount Vernon, WA 98273-8231

PROJECT: Install Modifications to WTP Intake Pump Station
Purchase Order 15-074-WTR-001

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

December 16, 2015.

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

City of Anacortes
Owner
By  J.M.
Jeff Marrs, Project Manager



Public **W**orks
Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: December 30, 2015

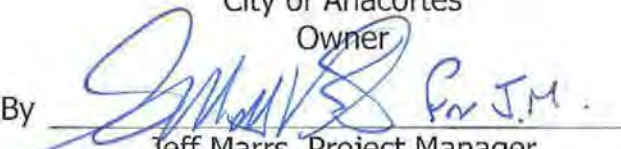
TO: Dahl Electric Inc.
Rick Batdorf
521 E Victoria Avenue
Burlington, WA 98233

PROJECT: Replace Variable Frequency Drives @ WTP Intake Pump Station
Purchase Order 15-054-WTR-001

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

November 22, 2015.

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

City of Anacortes
Owner
By  For J.M.
Jeff Marrs, Project Manager



Public **W**orks
Engineering and Development Services

NOTICE OF PHYSICAL COMPLETION

DATE: December 30, 2015

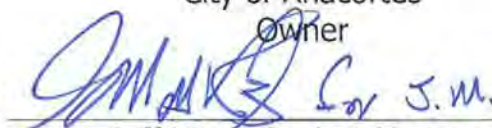
TO: PumpTech Inc.
Doug Davidson
12020 SE 32nd Street Suite 2
Bellevue, WA 98005

PROJECT: Install Vaughan Pumps at WTP Intake Pump Station
Purchase Order 15-072-WTR-001

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

December 17, 2015.

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

City of Anacortes
Owner
By  J.M.
Jeff Marris, Project Manager

Anacortes Transportation Benefit District No. 1 Minutes – August 3, 2015

At 7:00 p.m. Chief Administrative Officer Laurie Gere called the scheduled Anacortes Transportation Benefit District No. 1 meeting of August 3, 2015 to order. Roll call found present: Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller. The assembly joined in the Pledge of Allegiance.

Minutes of May 4, 2015

Ms. Lovelett moved, seconded by Mr. Archibald, to approve the minutes of May 4, 2015 as if read. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

NEW BUSINESS

Revenue and Project Update

Finance Director Steve Hoglund presented a graph from the evening's packet depicting updated revenue projections from license tab fees for 2015. The total is now projected to be about \$204K rather than \$250K due to a smaller number of vehicles than estimated and later than anticipated start of fee collection. Mr. Hoglund offered several suggestions for addressing the minor budget shortfall if necessary before the end of the year. Mr. Walters asked how many vehicles had been licensed year to date compared to the prior year at the same time. Mr. Hoglund said he would inquire from the Dept. of Licensing.

Mr. Hoglund then reviewed the packet materials regarding the timeline for the D Avenue paving project during 2015 and the current 6-year plan for paving projects 2015-2020. Mayor Gere, Mr. Hoglund, Planning Director Don Measamer discussed with the TBD members the staffing constraints in the Building and Engineering departments. City Engineer Eric Shjarback responded to questions regarding the 6-year plan and factors that may result in revisions to the plan year to year.

Legislative Update

Mr. Hoglund reported that the state legislature had adopted SSB 5987 which allows TBD vehicle license fees to be raised from \$20 to \$40 after the \$20 fee has been in place for 24 months. Mr. Hoglund advised that the TBD could consider making that change effective March 2017.

There being no further business, at approximately 7:15 p.m. the scheduled Anacortes Transportation Benefit District No. 1 meeting of August 3, 2015 was adjourned.



City Council Agenda Bill

Meeting Date: 1/19/2016

Agenda Item: 6g

Subject: Contract Award for 2016 Sanitary Sewer Improvements

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 project requires the Contractor to replace clean outs located on side streets off Commercial Avenue, and to replace manholes along Commercial Avenue. This Public Works project was competitively bid. Bid results as follows:

Contractor Name	Bid Amount
Welch Brothers Construction	\$353,007.21
Razz Construction, Inc.	\$374,704.75
SRV Construction Inc.	\$427,842.08
Bianchi Construction	\$286,466.37
Faber Construction Corporation	\$303,548.63
Ariston Pacific Inc.	\$323,968.56
C Johnson Construction	\$312,273.85

Budget Impact	
Amount Budgeted	\$300,00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	\$286,466.37
Budget Amendment Required?	No
Revenue Source	Rates

Proposed Contract	
Contractor	Bianchi Construction
Amount	\$286,466.37
Start Date	Inception
End Date	60 calendar days

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to award a contract to Bianchi Construction for 2016 Sanitary Sewer Improvements in the amount of \$286,466.37.

Alternative Actions: N/A

Attachments: Proposed contract

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

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2016 Sanitary Sewer Improvements**, in accordance with and as described in the Invitation for Bid entitled the same and dated December 2015, Project No. PW-16-001-SEW-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

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.

- II. **PRICE.** The Total Contract Price is **Two Hundred Eighty-Six Thousand Four Hundred Sixty-Six Dollars and Thirty-Seven Cents (\$286,466.37)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Sixty (60) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

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

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 the day and year first above written.

BIANCHI CONSTRUCTION

CITY OF ANACORTES

Signature

Laurie Gere, Mayor

Printed

Date

Title

Date

**CONTRACT 16-001-SEW-001
EXHIBIT A**

BID FORM ISSUED UNDER ADDENDUM 2

**2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 1 OF 6**

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

Attention: Eric Shjarback, P.E. – City Engineer

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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

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

The bidder agrees that if this proposal is accepted, he/she will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Sixty (60) calendar days**, and (b) achieve **Contract Completion within Ninety (90) calendar days** after the date of the Notice to Proceed.

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

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents. The undersigned bids for complete construction of the following described project:

**CONTRACT 16-001-SEW-001
EXHIBIT A**

BID FORM ISSUED UNDER ADDENDUM 2

**2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 2 OF 6**

The work provided for this project will include all materials, equipment, labor and related items necessary to remove and replace thirteen (13) existing clean outs with 48-inch diameter type 1 sanitary sewer manholes, replace six (6) existing sanitary sewer manholes on Commercial Avenue, install one (1) new 48-inch diameter type 2 sanitary sewer manhole, one (1) new 72-inch diameter type 2 doghouse manhole, reconnect manholes to existing sanitary sewer lines, make repairs to sanitary side sewer connections, install an owner provided grease interceptor vault and relocate the sanitary sewer service for 901 Commercial Avenue, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**BID PROPOSAL
2016 SANITARY SEWER IMPROVEMENTS
16-001-SEW-001**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$15,000.00 Allowance	\$15,000.00
2	1	LS	MOBILIZATION 1-09.7	At \$ 25,500. Per Lump Sum	\$ 25,500.00
3	1	LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 10,080. Per Lump Sum	\$ 10,080.00
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ 900. Per Lump Sum	\$ 900.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 360. Per Lump Sum	\$ 360.00
6	2000	LF	SAWCUTTING ASPHALT 2-02.5	At \$ 5.4 Per Linear Foot	\$ 10,800.00
7	500	LF	SAWCUTTING CONCRETE 2-02.5	At \$ 7.2 Per Linear Foot	\$ 3,600.00
8	6	EA	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At \$ 900. Per Each	\$ 5,400.00

**CONTRACT 16-001-SEW-001
EXHIBIT A**

BID FORM ISSUED UNDER ADDENDUM 2

**2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 3 OF 6**

**BID PROPOSAL
2016 SANITARY SEWER IMPROVEMENTS
16-001-SEW-001
(Continued)**

9	50	CY	CONTROLLED DENSITY BACKFILL 2-09.5	At \$ <u>270.</u> Per Cubic Yard	\$ <u>13,500.00</u>
10	20	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ <u>270.</u> Per Ton	\$ <u>5,400.00</u>
11	50	CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>45.</u> Per Cubic Yard	\$ <u>2,250.00</u>
12	100	CY	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL 7-17.5	At \$ <u>81.</u> Per Cubic Yard	\$ <u>8,100.00</u>
13	3	EA	SIDE SEWER REPAIRS (4 th , 5 th & 6 th Streets) 7-18.5	At \$ <u>1908.</u> Per Each	\$ <u>5,724.00</u>
14	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (3 rd Street East & West) 7-05.5	At \$ <u>4901.4</u> Per Each	\$ <u>9,802.80</u>
15	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (4 th & Commercial Avenue) 7-05.5	At \$ <u>10090.8</u> Per Each	\$ <u>10,090.80</u>
16	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (4 th Street East & West) 7-05.5	At \$ <u>5178.6</u> Per Each	\$ <u>10,357.20</u>
17	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (5 th & Commercial Avenue) 7-05.5	At \$ <u>8548.2</u> Per Each	\$ <u>8,548.20</u>

**CONTRACT 16-001-SEW-001
EXHIBIT A**

BID FORM ISSUED UNDER ADDENDUM 2

**2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 4 OF 6**

**BID PROPOSAL
2016 SANITARY SEWER IMPROVEMENTS
16-001-SEW-001
(Continued)**

18	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (5 th Street East & West) 7-05.5	At \$ <u>4928.4</u> Per Each	\$ <u>9,856.80</u>
19	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (6 th & Commercial Avenue) 7-05.5	At \$ <u>7,734.6</u> Per Each	\$ <u>7,734.60</u>
20	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (6 th Street East & West) 7-05.5	At \$ <u>4467.6</u> Per Each	\$ <u>8,935.20</u>
21	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (7 th & Commercial Avenue) 7-05.5	At \$ <u>7977.6</u> Per Each	\$ <u>7,977.60</u>
22	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (7 th Street East & West) 7-05.5	At \$ <u>4320</u> Per Each	\$ <u>8,640.00</u>
23	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (8 th & Commercial Avenue) 7-05.5	At \$ <u>6921</u> Per Each	\$ <u>6,921.00</u>
24	2	EA	MANHOLE 48 IN. DIAM TYPE 1 (8 th Street East & West) 7-05.5	At \$ <u>3621</u> Per Each	\$ <u>7,242.00</u>
25	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (9 th Street & Commercial Avenue) 7-05.5	At \$ <u>3983.1</u> Per Each	\$ <u>3,983.10</u>
26	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (9 th Street West) 7-05.5	At \$ <u>3391.5</u> Per Each	\$ <u>3,391.50</u>

**CONTRACT 16-001-SEW-001
EXHIBIT A**

BID FORM ISSUED UNDER ADDENDUM 2

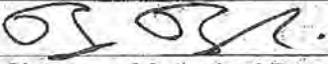
**2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 5 OF 6**

**BID PROPOSAL
2016 SANITARY SEWER IMPROVEMENTS
16-001-SEW-001
(Continued)**

27	1	EA	MANHOLE 48 IN. DIAM TYPE 1 (Alley Between 9 th & 10 th Street) 7-05.5	At \$ <u>3428.9</u> Per Each	\$ <u>3,428.90</u>
28	1	EA	DOGHOUSE MANHOLE 72 IN. DIAM TYPE 2 (Between 9 th & 10 th St of Q Avenue) 7-05.5	At \$ <u>15,925.6</u> Per Each	\$ <u>15,925.60</u>
29	1	FA	SANITARY SIDE SEWER RECONNECT (901 Commercial Ave.)	At <u>\$15,000.00</u> Per Force Account	<u>\$15,000.00</u>
30	75	TN	HMA CL. ½ INCH PG64-22 5-04.5	At \$ <u>261</u> Per Ton	\$ <u>19,575.00</u>
SUBTOTAL					\$ <u>264,024.30</u>
SALES TAX (8.5%)					\$ <u>22,442.07</u>
TOTAL					\$ <u>286,466.37</u>

*Note Rule WAC 458-20-170 applies. Sales tax is separately priced and added to the base bid price.

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

	<u>1-12-16</u>
Signature of Authorized Representative	Date
<u>Brian Bianchi</u>	<u>Construction Manager</u>
Print Name of Signatory	Title

CONTRACT 16-001-SEW-001
EXHIBIT A

BID FORM ISSUED UNDER ADDENDUM 2

2016 SANITARY SEWER IMPROVEMENTS
BID PROPOSAL
16-001-SEW-001
PAGE 6 OF 6

Name of Bidder: Bianchi Construction
Mailing Address: 873 Hinotes Ct
Contact Name: Brian
City, State, Zip: Lynden, W.A 98264
Business Telephone: _____ Cell Phone: 360-483-9248
Email Address: Brian@GoBianchi.com
Contractor's State License No: BIANCC*864PF
UBI Number: _____
DUNS Number: 603-244-911

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

(Corporate Seal) [Signature] CM
Name of Bidder Title
Date 1-11-16 Signature of Bidder [Signature], Bianchi Construction
Print Name and Title of Signatory Brian Bianchi Construction Manager

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I have received and examined the following addenda as part of the contract documents.

No. <u>1</u>	Date <u>1-11-16</u>	Initial <u>BB</u>
No. <u>2</u>	Date <u>1-11-16</u>	Initial <u>BB</u>
No. _____	Date _____	Initial _____



City Council Agenda Bill

Meeting Date: 1/19/2016

Agenda Item: 8a

Subject: Use of Ambulance Service Fund Emergency Reserve Cash

Staff Contact: Steve Hoglund

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

Action Type	
	Ordinance
x	Resolution 1941
	Contract
	Public Hearing
	Staff Report

Summary Statement: In my year end analysis of the Ambulance Service fund, I failed to take into account the timing of the payment of December billings. Those payments won't actually be receipted into the City's account until after year end; even though the revenue will be accrued into December, the cash representing those payments won't be deposited until later. This causes the operating cash of the Ambulance Service fund to be in a negative position of approximately \$40,000.

Recommended Motion: I move that Resolution 1941 authorizing the use of Ambulance Service Emergency Cash be approved.

Background: The Ambulance Service fund has 3 different cash accounts maintained in the City's General Ledger: Operating Cash, Ambulance Billing Cash, and Emergency Reserve Cash. The Ambulance Billing cash represents the Bank Account the City has specifically for receipting payments into, and that account is swept every month into the Operating cash. The Emergency Reserve cash is set each year by Ordinance 2339 at 5% of the adopted expenditure budget; for 2015 that amount is \$135,352. Based on expected billings, I expect that Operating Cash will be about \$40,000 short, thus I am requesting in the Resolution that up to \$50,000 be authorized to be used out of Emergency reserve, which we will use to bring the operating cash positive, and still leave an emergency balance of over \$80,000. The 2016 Emergency reserve is \$144,423, and it is expected that the full amount will be replenished during 2016.

Budget Impact	
Amount Budgeted	135,352
Budget Account (BARS)	110.111.30.00.00
Proposed Expenditure	Up to \$50,000
Budget Amendment Required	Yes, see attached resolution
Revenue Source	Existing cash

Previous Council/Committee Action: Ordinance 2339 establishing 5% emergency reserve requirement; Ordinance 2940 adopting the FY 2015 budget.

Alternative Actions: Do not approve, operating cash ends the year negative. The fund overall has positive cash, so it won't be a financial statement reporting issue. It could, however, be a potential audit issue.

Attachments: Proposed Resolution 1931, Ordinance 2339, Ordinance 2940

RESOLUTION NO. 1941

A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON, AUTHORIZING
THE USE OF EMERGENCY RESERVE FUNDS

WHEREAS, Ordinance No. 2339 dated November 21st, 1994 established a reserved fund balance for various city operating funds, and

WHEREAS that reserved fund balance was to be a formal cash reserve set at 5% of the fund's total budget, and

WHEREAS the purpose of the reserve was to absorb unpredictable revenue shortfalls, to provide adequate cushions in the event of economic recessions, and to ensure desired cash flow levels, and

WHEREAS, the Ambulance Service Fund December billing revenue will not be receipted into the city account until the following January, resulting in undesirable cash flows, and thereby resulting in a low operating cash balance, and

WHEREAS, the Ambulance Service Fund has emergency reserve cash of \$134,352, and

WHEREAS the operating cash fund will be about \$35,000 short as of December 31, 2015 depending on the amount of billings for December, and it is desirable to use up to \$50,000 of emergency reserve funds to ensure a positive operating cash balance as of year-end, and

WHEREAS, use of emergency reserve funds requires the affirmative vote of no less than five City Council members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington that the emergency reserve funds identified in the Ambulance Service fund be authorized for use to meet inadequate cash flows in fiscal year 2015.

PASSED AND ADOPTED this 19th day of January, 2016.

City of Anacortes, Washington

By: _____
Laurie Gere, Mayor

Attest:

Steven D. Hoglund, City Clerk

ORDINANCE NO. 2339

**AN ORDINANCE ESTABLISHING A RESERVED FUND BALANCE FOR
DESIGNATED OPERATING FUNDS.**

WHEREAS, It is deemed necessary to establish and maintain formal cash reserves for various City operating funds at levels sufficient to absorb unpredictable revenue shortfalls, to provide adequate cushions in the event of economic recessions, and to insure desired cash flow levels; and

WHEREAS, maintaining sufficient cash balances allows for prudent financial management by helping to avoid undesirable borrowing and minimizing reduction of investment income, and avoidance of potential disruptive resource cutbacks, now, therefore:

**THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DOES ORDAIN AS
FOLLOWS:**

SECTION 1. A reserve account entitled "Restricted Emergency Reserve" will be established in the major Governmental, Proprietary, and Fiduciary Operating funds as set forth on the attached Schedule A which is by this reference made a part hereof. Said Schedule A may be modified or added to by resolution of the City Council.

SECTION 2. Each year, an amount equal to 5% of each fund's total budget amount shall be transferred to the reserve account. The Finance Director is authorized to make the necessary cash transfers during the year to the reserve account as monies become available.

SECTION 3. The attached Schedule A shows the major operating funds, budget amounts, and required reserves for initial implementation in 1995.

SECTION 4. Said restricted emergency reserve funds shall not be spent without the affirmative vote of not less than 5 council members. The reserves for Governmental funds shall be aggregated and treated as one fund for purposes of this ordinance.

SECTION 5. Interest earned on the monies in the reserve funds will be used for operating purposes, and not be retained in the reserves.

SECTION 6. This Ordinance shall take effect from and after 5 (five) days after its passage and publication as required by law.

Passed and approved this 21st day of November, 1994.

CITY OF ANACORTES

By: Bud Rock Mayor-Pro-tem
H. Dean Maxwell, Mayor

ATTEST:

George Khmaian
George Khmaian, City Clerk, Treasurer

APPROVED AS TO FORM:

Stephen E. Mansfield
Stephen E. Mansfield, City Attorney

SCHUDULE A

RESERVED FUND BALANCE LISTING

<u>Fund</u>		<u>1994 Budget</u>	<u>Minimum Reserve</u>	<u>Rounded 1995</u>
<u>Governmental Funds</u>				
General Fund	(001)	\$4,905,614	\$245,281	\$250,000
Park/Rec.	(101)	490,819	24,541	25,000
Cemetery	(102)	100,936	5,047	5,000
Library	(103)	479,235	23,962	25,000
Street Maint.	(104)	671,312	33,566	35,000
Washington Park	(107)	446,365	22,318	25,000
Tourism	(135)	51,528	2,576	3,000
Urban Renewal	(180)	144,016	7,201	7,200
<u>Proprietary Funds</u>				
Water	(401)	4,392,525	219,626	220,000
Sewer	(440)	3,124,403	156,220	160,000
Storm Drain	(445)	459,724	22,986	25,000
Solid Waste	(450)	1,351,553	67,578	70,000
Equip. Rental	(501)	921,963	46,098	50,000
City Healthcare	(503)	939,600	46,980	50,000
<u>Fiduciary Funds</u>				
Firemens Pension	(611)	55,482	2,774	3,000

ORDINANCE NO. 2940

AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES
AND USES FOR THE YEAR 2015

Section 1. The 2015 Budget for the City of Anacortes, Washington as established by the City Council and made available for distribution to the general public through the office of the City Clerk-Treasurer, is hereby adopted by reference.

Section 2. The total estimated revenues and appropriations for each budgeted fund and the aggregate total for all such funds combined. Estimated revenues and expenditures include overhead accruals to the General fund from the utility funds as authorized by state law. As the City of Anacortes utilizes the Mayor in a fulltime capacity overseeing all funds including the utility funds, such accruals provide for inclusion of the Mayor's office to recover associated costs. All revenues and expenditures for all budgeted funds are summarized and set forth as follows:

<u>Fund</u>	<u>Fund Title</u>	<u>Expenditure/Revenue</u>
001	General (Current Expense)	11,523,472.87
101	Parks & Recreation	1,445,338.74
102	Cemetery	202,334.59
103	Library	1,254,558.04
104	Street Maintenance	2,397,698.43
105	Arterial Street Construction	1,388,047.97
107	Washington Park	223,344.48
108	Parks Capital Improvement	242,000.00
110	Ambulance Services	2,707,038.70
112	Impact Fee Development	0.00
113	ACFL Management Fund	55,503.66
135	Tourism	248,220.00
180	Community Development	306,882.47
200	2000 G.O. Bonds Debt Service (Library)	505,160.00
209	2009 Refunding Bonds Debt Service	263,200.00
335	Growth Management Capital Improvement	1,208,710.00
401	Water	14,593,757.28
440	Wastewater (Sewer)	5,259,959.45
445	Storm Drain	1,192,127.52
450	Sanitation (Solid Waste)	2,186,354.64
501	Equipment Rental	2,054,619.38
611	Firemen's Pension	34,355.72
	Total Budget	49,292,683.94

Section 3. The City Clerk-Treasurer of the City of Anacortes is hereby authorized to transmit a complete copy of the final budget, as herein above adopted by reference, to the Division of Municipal Corporations in the Office of the State Auditor, to the Association of Washington Cities, and to the Municipal Research & Services Center of Washington.

Section 4. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this 17th day of November, 2014

CITY OF ANACORTES, WASHINGTON

By: 
Laurie Gere, Mayor

ATTEST


Steven D. Hoglund, City Clerk

APPROVED AS TO FORM


Bradford E. Furlong, WSBA# T2924
City Attorney

Figures Updated as of: 01/19/16

Expenditures

Fund #	Fund Name	Adopted Budget	Adjusted Budget	Actual	Balance
001	General	11,523,472.87	12,347,751.50	11,639,124	708,627.26
101	Parks	1,445,338.74	1,357,035.11	1,353,038	3,997.60
102	Cemetery	202,334.59	202,334.59	196,114	6,220.72
103	Library	1,254,558.04	1,254,558.04	1,261,100	(6,541.76)
104	Road	2,397,698.43	2,397,698.43	1,731,326	666,372.35
105	Street	1,388,047.97	1,388,047.97	1,159,872	228,175.57
106	TBD	-	-	2,500	(2,500.00)
107	Wa Park	223,344.48	258,344.48	253,330	5,014.00
108	Parks Cap Imp	242,000.00	242,000.00	82,397	159,602.88
110	Ambulance Svc	2,707,038.70	3,166,838.70	3,068,087	98,751.38
112	Impact Fees	-	119,000.00	-	119,000.00
113	ACFL Mgmt	55,503.66	315,503.66	220,297	95,206.28
135	Tourism	248,220.00	589,520.00	572,521	16,998.73
180	Comm Develop	306,882.47	330,882.47	216,290	114,592.64
200	2000 G.O. Bonds D	505,160.00	505,160.00	505,160	0.00
209	2009 Refunding Bo	263,200.00	263,200.00	263,254	(53.64)
335	GMA Cap Imp	1,208,710.00	1,298,710.00	-	1,298,710.00
401	Water	14,593,757.28	14,626,557.28	10,541,279	4,085,278.42
440	Sewer	5,259,959.45	5,259,959.45	4,473,468	786,491.10
445	Drain	1,192,127.52	1,192,127.52	1,101,745	90,382.89
450	Garbage	2,186,354.64	2,818,654.64	2,743,302	75,352.74
501	ERR	2,054,619.38	2,080,414.38	1,825,394	255,020.44
611	Firemans Pension	34,355.72	34,355.72	37,792	(3,436.50)
		49,292,683.94	52,048,653.94	43,247,391	

Fund #	Fund Name	Adjusted Budget	Actual		Difference rev to exp	1/19/2016		
			Expenditures	Revenues		cash	Emergency Reserve	Cash (needed)
001	General	12,347,752	11,639,124	11,948,088	308,964	9,664,265.05	576,174	9,088,091
101	Parks	1,357,035	1,353,038	1,444,511	91,474	260,367.18	72,267	188,100
102	Cemetery	202,335	196,114	193,882	(2,232)	89,053.29	10,117	78,937
103	Library	1,254,558	1,261,100	1,281,749	20,649	250,956.60	62,728	188,229
104	Road	2,397,698	1,731,326	1,534,182	(197,144)	235,831.84	119,885	115,947
105	Street	1,388,048	1,159,872	1,019,146	(140,726)	(223,755.81)		(223,756)
106	TBD	-	2,500	206,811	204,311	204,311.00		204,311
107	Wa Park	258,344	253,330	265,352	12,021	68,263.97	11,167	57,097
108	Parks Cap Imp	242,000	82,397	58,162	(24,235)	152,453.04		152,453
110	Ambulance Svc	3,166,839	3,068,087	3,060,119	(7,968)	122,928.73	135,352	(12,423)
112	Impact Fees	119,000	-	185,556	185,556	780,689.02		780,689
113	ACFL Mgmt	315,504	220,297	265,482	45,184	553,904.84	2,775	551,130
135	Tourism	589,520	572,521	370,471	(202,050)	593,488.93	12,411	581,078
180	Comm Develop	330,882	216,290	284,973	68,684	302,731.19	10,409.55	292,322
200	2000 Library Debt S	505,160.00	505,160	475,317		498,907.52		
209	2009 Refunding Bo	263,200.00	263,254	272,253		126,696.80		
335	GMA Cap Imp	1,298,710	-	1,039,780	1,039,780	2,620,478.63		
401	Water	14,626,557	10,541,279	17,942,615	7,401,336	16,952,001.98	729,688	16,222,314
440	Sewer	5,259,959	4,473,468	5,878,203	1,404,735	7,145,485.31	262,998	6,882,487
445	Drain	1,192,128	1,101,745	869,721	(232,023)	1,240,310.24	59,606	1,180,704
450	Garbage	2,818,655	2,743,302	2,488,844	(254,458)	1,961,489.87	109,318	1,852,172
501	ERR	2,080,414	1,825,394	1,585,091	(240,303)	3,302,782.81	102,731	3,200,052
611	Firemans Pension	34,356	37,792	24,951	(12,841)	220,758.54	1,718	219,041
		52,048,654	43,247,391	52,695,262				



City Council Agenda Bill

Meeting Date: 1/19/2016 **Agenda Item:** 8B

Subject: 2016 Legislative Priorities

Staff Contact: Emily Schuh

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1943
	Contract
	Public Hearing
	Staff Report

Summary Statement: In coordination with the Association of WA Cities, Mayor Gere and staff have compiled a list of legislative priorities for City Council's further discussion. Council's adoption of legislative priorities guide staff on how best to represent the City's efforts to influence, affect, or guide the passage of legislation in the Washington State Legislature. Following tonight's discussion, we propose bringing the legislative priorities back for adoption by resolution on January 25, 2016 in advance of meeting with legislators on January 27, 2016.

Background:

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: In January 2015, City Council adopted legislative priorities by resolution for the first time. In July 2015, staff followed up with a report reflecting a status of the legislative priorities following the extended legislative session. The 2016 proposed legislative priorities are influenced by the Association of WA Cities legislative priorities and the 2015 City of Anacortes legislative priorities.

Competing Viewpoints Considered:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented): Proposed Resolution 1943; Proposed 2016 Legislative Priorities; 2016 AWC Legislative Session City Priorities; 2015 City of Anacortes Adopted Legislative Priorities; 2015 Recap of Legislative Priorities

RESOLUTION NO. 1943

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON REGARDING THE
ADOPTION OF THE CITY'S 2016 WASHINGTON STATE LEGISLATIVE PRIORITIES**

WHEREAS, efforts of representation on behalf of the City of Anacortes to influence, affect or guide the passage of legislation in the Washington State legislature are enhanced by a comprehensive package of priorities that have been officially adopted by the City Council pursuant to this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES that City Council adopts the attached City of Anacortes 2016 Washington State Legislative Priorities as the position of the City of Anacortes on the items stated therein.

ADOPTED by the City Council this _____ day of January 2016.

CITY OF ANACORTES:

By

Laurie M. Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

Darcy Swetnam, WSBA# 40530

City Attorney



CITY OF ANACORTES 2016 LEGISLATIVE AGENDA

The City of Anacortes is grateful to local legislators who supported a number of significant accomplishments in the 2015 session. Passage of the largest transportation investment package in Washington State History directly benefits the City of Anacortes. We are particularly appreciative for the ongoing funding commitments of \$4.5 million allocated toward the Guemes Channel Trail connection between Washington Park and the Sharpe's Corner Park and Ride. We also benefitted from the marked reversal of the trend of losing state shared revenues and the policy and funding enhancements associated with the growing and sale of recreational marijuana. Looking ahead, we ask for your support in 2016 of a number of initiatives that will help our City keep up with the demand for services, enhance economic development, and improve the quality of life for our citizens.

General Principles

Anacortes supports legislation to promote the City Council's goals and protect the City's ability to provide municipal services to its citizens.

- Protect shared state revenue sources available to the City. We understand the budget pressures from McCleary and now Initiative 1366; however, any language funding McCleary without raising taxes usually means that shared revenue sources are diminished.
- Oppose unfunded or underfunded mandates and no preemption of local control.
- Oppose any further shifting of costs or services from the State or County to cities.
- Retain and potentially reformulate partnership programs like the Public Works Assistance Account, the Centennial Clean Water Fund, and Model Toxics Control Account to provide mechanisms to invest in necessary infrastructure requirements.

City of Anacortes 2016 Legislative Priorities

- Anacortes supports collaborative programs to fund infrastructure maintenance and improvements such as the Public Works Trust Fund.
- Anacortes supports sustainable revenue sources to fund essential public services such as public safety, infrastructure, and environmental protection.
- Anacortes supports enhancing funding sources for social services, homelessness, and affordable housing programs that impact our most vulnerable adults and children.
- Anacortes supports strengthening the Public Records Act in response to changing technology.
- Anacortes supports enhancing cities abilities to be responsive during emergencies.

- Anacortes supports maintaining the Washington State Ferry services without further reductions to the international run between Anacortes and Sidney, BC.
- Anacortes supports clarification of recreational immunity for trails that may also be considered a part of a transportation corridor.
- Anacortes supports legislation to address freight rail safety and congestion issues, oil spill responses, and first responder training for hazardous materials.
- Anacortes supports allowing both the state and local governments the option of replacing the property tax cap up to the rate of inflation or 1 percent, whichever is higher.

draft



2016 Legislative Session

City Priorities

Washington's 281 cities and towns are where most residents live, learn, work, and play. Working together, we need to make a concerted and assertive effort to ensure every legislator knows that the state is only as strong as its cities and towns.

Infrastructure

Halt the diversion from critical infrastructure programs to help cities grow and prosper

City infrastructure systems are a critical part of a larger network that serves and benefits the entire state. Diversion from programs that support basic local infrastructure means that communities cannot affordably maintain and secure new infrastructure. We need to reboot, and potentially reformulate this partnership. The state's abandonment of these programs cannot be the only option.

Fiscal Sustainability

Ensure sufficient and flexible revenue for essential city services

The current method of funding city services is fundamentally broken. Many available revenue options are either constricted, restricted, or unpredictable. Cities need stable revenue streams to provide essential services such as public safety, infrastructure, and environmental protection to our growing population.

Emergency Responsiveness

Help cities prepare for and address impacts of natural disasters and other emergencies

As a result of recent experiences with devastating wildfires, landslides, and other emergencies, cities need better ways to address emergency management. Examples include greater ability to coordinate response and enhance communication in emergencies, and the authority to ban fireworks sales and use during dangerous conditions.

Public Records

Strengthen the Public Records Act in response to changing technology and burdensome requests

Cities support open and transparent government and continue to seek the best ways to meet this commitment. Unfortunately, there are a growing number of requestors who monopolize resources with broad, voluminous, commercially-driven, or retaliatory requests that do not provide a public benefit proportionate to the taxpayer dollars needed to fulfill these requests. Cities need additional tools to resolve conflicts outside the courtroom and the authority to charge a reasonable fee for electronic and commercial requests. We also need to address the impact changing technology has on public records.

Human Services, Homelessness and Affordable Housing

Enhance the provision of much needed human service programs to address issues that drive increased homelessness and public safety costs

Cities believe that investment in the state's human services network is necessary. Greater access to mental health and substance abuse services is essential. Cities throughout the state are grappling with affordable housing shortages and homelessness. Together with the state, counties, and other partners, we need to develop strategies to address housing shortages and homelessness in cities of all sizes and locations.

Contact: Dave Williams
Director of Government Relations
davew@awcnet.org • 360.753.4137



RESOLUTION NO. 1908

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON REGARDING THE
ADOPTION OF THE CITY'S 2015 WASHINGTON STATE LEGISLATIVE PRIORITIES**

WHEREAS, efforts of representation on behalf of the City of Anacortes to influence, affect or guide the passage of legislation in the Washington State legislature are enhanced by a comprehensive package of priorities that have been officially adopted by the City Council pursuant to this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES that City Council adopts the attached City of Anacortes 2015 Washington State Legislative Priorities as the position of the City of Anacortes on the items stated therein.

ADOPTED by the City Council this 20th day of January 2015.

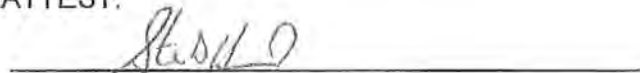
CITY OF ANACORTES:

By



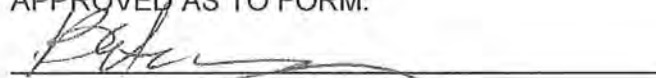
Laurie M. Gere, Mayor

ATTEST:



Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:



Bradford E. Furlong, WSBA# 12924
City Attorney



CITY OF ANACORTES 2015 LEGISLATIVE AGENDA

General Principles

Anacortes supports legislation to promote the City Council's goals and protect the City's ability to provide basic municipal services to its citizens.

- Protect shared state revenue sources available to the City, including the restoration of the diverted liquor taxes and removal of the cap on liquor profits, and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.
- Oppose unfunded mandates.
- Oppose any further shifting of costs or services from the State or County to cities.
- Retain programs like the Public Works Assistance Account, the Centennial Clean Water Fund, and Model Toxics Control Account to provide mechanisms to invest in necessary infrastructure requirements.

City of Anacortes 2015 Legislative Priorities

- Anacortes supports including funding for the completion of the multimodal Guemes Channel Trail which when complete will connect from Washington Park to March's Point: \$2.5M
- Anacortes supports the reconciliation between recreational and medical marijuana consistent with I-502.
- Anacortes supports maintaining the Washington State Ferry services without further reductions to the international run between Anacortes and Sidney, BC.
- Anacortes supports clarification of recreational immunity for trails that may also be considered a part of a transportation corridor.
- Anacortes supports legislation to address freight rail safety and congestion issues, oil spill responses, and first responder training for hazardous materials.
- Anacortes supports sharing marijuana revenue with cities that allow marijuana retail, processor, and producer facilities in order to address public safety and other local impacts.
- Anacortes supports allowing both the state and local governments the option of replacing the property tax cap up to the rate of inflation or 1 percent, whichever is higher.
- Anacortes supports dedicating a portion of any new fuel tax revenue to direct distributions to cities and counties for their local road maintenance needs.
- Anacortes supports increasing the emergency medical services levy lid.
- Anacortes supports maintaining funding sources for social service programs that impact our most vulnerable adults and children (i.e. chemical and alcohol dependency treatment, senior services, early childhood education, mental health services).
- Anacortes supports state funding, supervision, and management of public defense to provide criminal defense services for the indigent.
- Anacortes supports legislation that removes barriers to law enforcement agencies' use of body worn cameras. Specifically modifications to the existing law that protects victim's privacy, protects law enforcement from malicious or over-reaching requests, while offering a reasonable accommodation to the public's right to information.

City of Anacortes's 2015 Legislative Priorities Status Update

Anacortes Legislative Priorities	As Adopted 6/30/2015
Anacortes supports including funding for the completion of the multimodal Guemes Channel Trail which when complete will connect from Washington Park to March's Point: \$2.5M	\$4.5 million allocated toward the Guemes Channel Trail connections between Washington Park and the Sharpe's Corner Park and Ride.
Anacortes supports the reconciliation between recreational and medical marijuana consistent with I-502	Merged medical and recreational systems, cities obtained a share of excise taxes, and retained local land use authorities
Anacortes supports maintaining the Washington State Ferry services without further reductions to the international run between Anacortes and Sidney, BC.	There are no cuts to the International Ferry Run.
Anacortes supports clarification of recreational immunity for trails that may also be considered a part of a transportation corridor.	Not addressed.
Anacortes supports legislation to address freight rail safety and congestion issues, oil spill responses, and first responder training for hazardous materials.	Statewide funding provided to implement ESHB 1449 (Oil Train Safety). Utilities sand transportation Commission- \$2.849 Million Dept of Ecology- \$1.044 Million, Military Department- \$1 million, Dept of Fish and Wildlife- \$72,000 and Attorney General's Office \$182,00 to provide legal assistance.
Anacortes supports sharing marijuana revenue with cities that allow marijuana retail, processor, and producer facilities in order to address public safety and other local impacts.	Provides \$6 million in marijuana excise tax revenues to cities and counties per year.
Anacortes supports allowing both the state and local governments the option of replacing the property tax cap up to the rate of inflation or 1 percent, whichever is higher.	HB 2255 was introduced then withdrawn. The bill would have replaced existing 1% cap with a new cap tied to inflation and population growth.
Anacortes supports dedicating a portion of any new fuel tax revenue to direct distributions to cities and counties for their local road maintenance needs.	Total transportation package is \$16.3 Billion – 16 years. Primary Revenue Sources: Gas tax – 11.9 ¢/gallon increase over two years (7¢, 4.9¢) Vehicle weight fee increases. Direct distribution to cities: \$187.5 million, \$87.5 million from gas tax revenues, \$100 million from Multimodal Account. Distributions in statute so NOT subject to appropriation. (Total local distribution is \$375 million split 50% cities/50% counties)
Anacortes supports increasing the emergency medical services levy lid.	Not addressed.
Anacortes supports maintaining funding sources for social service programs that impact our most vulnerable adults and children (i.e. chemical and alcohol dependency treatment, senior services, early childhood education, mental health services).	Statewide funding \$73 million in funding retained.
Anacortes supports state funding, supervision, and management of public defense to provide criminal defense services for the indigent.	Court increased base infraction fines. SB 6052 State Operating Budget included \$1.8M of the state portion dedicated to public defense.
Anacortes supports legislation that removes barriers to law enforcement agencies' use of body worn cameras. Specifically modifications to the existing law that protects victim's privacy, protects law enforcement from malicious or over-reaching requests, while offering a reasonable accommodation to the public's right to information.	Not addressed.
NOTEWORTHY:	The Public Works Trust fund appears to have disappeared. Projects currently funded will be funded to completion. There's no funding for new projects as revenue streams have been diverted to the state's education fund. AWC is committed to developing ideas for how to fund critical infrastructure projects in the future.
	HB 2122 allows cities to use a portion of REET 1 and 2 for maintenance with certain reporting requirements. Also allows a portion of REET 2 for REET 1 purposes with certain reporting requirements. And, the existing REET flexibility (allow a portion of REET funds for maintenance and operations of capital facilities) is still in effect through 2016.)
	Transportation Package includes authority to raise TBD license fees.
	SB 6052 State Operating Budget included restoration of the 50% sharing of liquor excise taxes to Cities and counties.



City Council Agenda Item

Meeting Date: 1/19/2016 **Agenda Item:** Real Estate Purchase and Sale Agreement for GEMS property

Subject: Potential purchase of GEMS property along the Guemes Channel

Staff Contact: Gary Robinson

Approved for Submittal to Council by	
X	Darcy Swetnam, City Attorney
X	Brad Furlong

Action Type	
X	Real Estate Purchase and Sale Agreement

Summary Statement: We have been looking at a variety of ways to get the Guemes Channel Trail through this piece of property for a number of years and this represents one possible way to accomplish that.

Background: The City has been having discussions with the owners of the GEMS property (maps attached) about the possibility of the Guemes Channel Trail running through the property for quite some time. These discussions started when GEMS was looking in to the possibility of developing the site with a boutique hotel. One of the possible conditions of the permitting for the development project included an easement through the property for a trail. There were a number of complications with the proposed use and after several years the GEMS owners decided to sell the property. Initially the price for the property was very high and well beyond what the City was willing to pay. As time passed the price came down and we got involved in discussing a variety of possible ways to acquire the property, including the possibility of buying parts of the property, etc. After quite a bit of negotiations with the owners, staff has arrived at the attached purchase and sale agreement. The basics of the agreement from my perspective are the price of \$1,300,000, a \$25,000 fully refundable deposit and a 180 day period of time to investigate the property to make sure the City is interested. We have discussed the investigation with a consulting firm and they can do a preliminary fatal flaws analysis for \$5,000 at which time we can make a decision on whether to proceed or not and how to proceed. Depending on what we find in the initial investigation further work could range from \$74,500 to \$160,000 to do a complete review of the property or be as little as a few thousand dollars depending on the level of risk we are willing to assume. I have attached a copy of the correspondence with the consultant. I'll be at the Council meeting on January 19th to make a presentation and discuss the direction that Council would like to go.

Budget Impact	
Amount Budgeted	\$0
Budget Account (BARS)	
Proposed Expenditure	\$1,300,000
Budget Amendment Required?	Most likely
Revenue Source	Various

Previous Council/Committee Action: I am not aware of any formal action taken by Council on this specific matter.

Recommended Motion: I move that Council approve the Real Estate Purchase and Sale Agreement with GEMS LLC and authorize the Mayor to work with staff to start the investigative phase of the process.

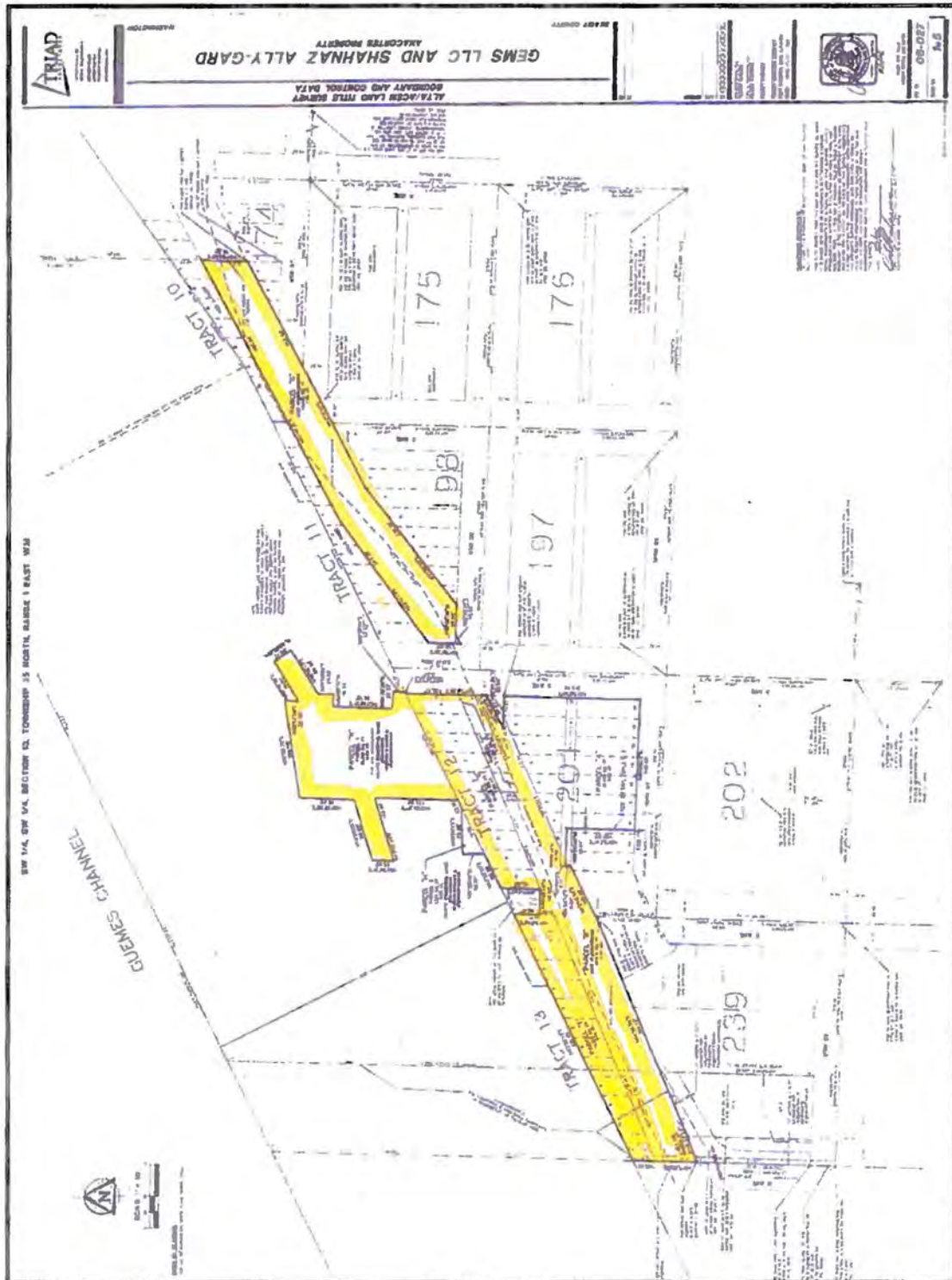
Alternative Actions: Spelled out up above along with take no action.

Attachments (listed in order presented): Maps of the property, Real Estate Purchase and Sale Agreement, Consultant correspondence.

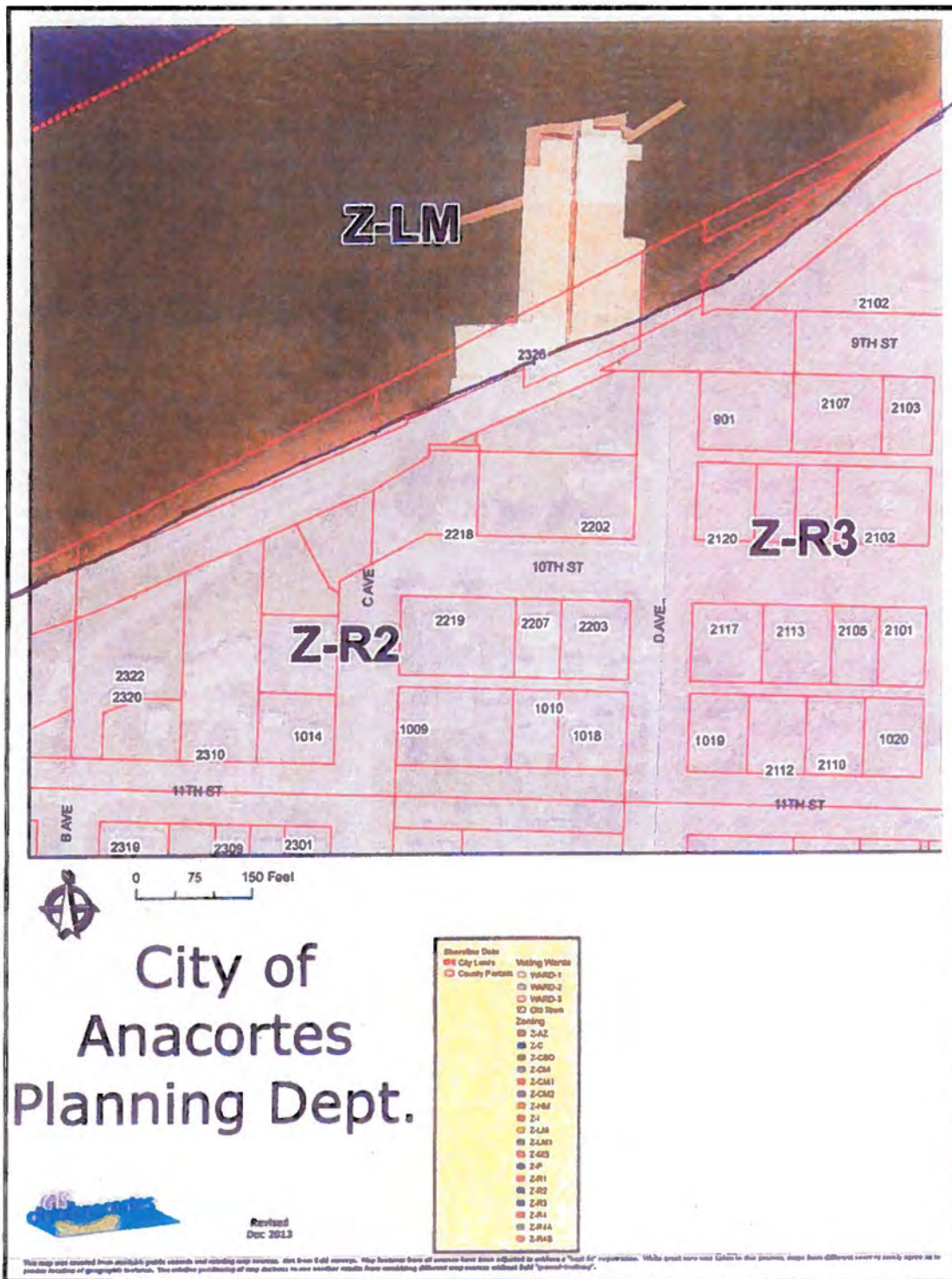
SITE MAP



NHN D AVENUE ANACORTES, WA 98221



ZONING MAP



REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

GEMS LLC DBA GEMS OF WASHINGTON LLC

AS SELLER

AND

CITY OF ANACORTES

AS PURCHASER

DATED: JANUARY 19, 2016

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") dated January 19, 2016 ("Effective Date"), is by and between GEMS LLC DBA GEMS OF WASHINGTON LLC, a Florida limited liability company ("Seller"), and CITY OF ANACORTES, a Washington non-charter code city ("Purchaser"), and includes mutual escrow instructions of Seller and Purchaser to Land Title and Escrow Company as escrow agent ("Escrow Agent").

ARTICLE I PROPERTY AND PRICE

1.1 Purchase and Sale. Purchaser agrees to purchase from Seller and Seller agrees to sell and convey to Purchaser upon all of the terms, covenants and conditions contained in this Agreement the following:

1.1.1 Real Property. The real property described in **Exhibit A**, attached hereto and incorporated herein, located in Skagit County, Washington (the "Real Property").

1.1.2 Personal Property. Those items of personal property, if any, owned by Seller located at the Real Property or the Tidelands as of the Effective Date ("Personal Property").

1.1.3 Leasehold Interest. Assignment of Seller's leasehold interest with the Washington Department of Natural Resources in tidelands ("Tidelands") adjacent to the Real Property ("DNR Lease").

1.1.4 Intangible Property. Any and all governmental licenses, development rights, oil, mining and resource rights and permits, timber rights and permits, plans, maps, licenses, permits, certificates and approvals, and any prepaid fees, credits or entitlements relating to the Real Property and/or Tidelands owned or controlled by Seller, and any and all existing warranties held by Seller from third parties with respect to the Real Property and or Tidelands that are subject to being assigned (the "Intangible Property").

The Real Property, Personal Property DNR Lease and the Intangible Property are collectively referred to in this Agreement as the "Property."

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00), payable as follows:

1.2.1 Deposit. Within ten (10) business days after mutual execution of this Agreement, Purchaser shall deposit into Escrow the sum of Twenty Five Thousand and No/Dollars (\$25,000.00) in cash or other immediately available funds (the "Deposit") which shall be credited against the Purchase Price at Close of Escrow or otherwise applied in accordance with the provisions of this Agreement. Until any time as the Deposit may become

non-refundable, the Deposit together with interest shall be refunded to Purchaser if, for any reason, Purchaser elects not to proceed with the purchase of the Property prior to the Contingency Date. Upon Purchaser's approval or waiver of those matters set forth in Section 3.1 on or prior to the Contingency Date the Deposit and all interest thereon shall be nonrefundable to Purchaser except in the event of a failure of a condition specified in Section 5.1.4 or a default by Seller under this Agreement. The Deposit shall be credited to the Purchase Price at the "Close of Escrow," as defined in Section 2.3.2 below or, in the event of Purchaser's default as a result of which the Close of Escrow fails to occur, the Deposit shall be payable to Seller as liquidated damages pursuant to Section 5.2.2.

1.2.2 Closing Payment. On the "Closing Date," as defined in Section 2.3.1, Purchaser shall deposit into Escrow, in cash or other immediately available funds, the amount of the Purchase Price, less the Deposit and all interest earned thereon, plus Purchaser's share of any Escrow closing costs, expenses and prorations in the amount determined by Escrow Agent (collectively, "Closing Payment").

ARTICLE II ESCROW AND CLOSING DATE

2.1 Escrow Agent. "Escrow Agent" shall be:

Land Title and Escrow Company
Karen Ashley, Escrow Agent
111 E. George Hopper Road
Burlington, WA 98233
Telephone: (360) 707-2158
Facsimile: (360) 707-0460
E-mail: karen@ltco.com
Escrow No.: _____

2.2 Opening of Escrow. Upon the execution of this Agreement, Purchaser and Seller shall open an escrow ("Escrow") with Escrow Agent. Escrow Agent shall notify both parties in writing of the date of the Opening of Escrow. As used in this Agreement, the term "Opening of Escrow" shall mean the first date on which both of the following conditions are met: (i) three (3) originals of this Agreement signed by both Purchaser and Seller are delivered to Escrow Agent; and (ii) the Purchaser delivers the Deposit to Escrow Agent. Upon receipt of such items, Escrow Agent is instructed to open the Escrow, insert the date of the Opening of Escrow on the last page of this Agreement, sign the last page of this Agreement, and deliver one (1) complete original of this Agreement to Seller and one (1) complete original of this Agreement to Purchaser.

2.3 Close of Escrow.

2.3.1 Closing Date. The Close of Escrow for the purchase and sale of the Property shall occur not later than thirty (30) days following Purchaser's approval or waiver of its Inspection, as provided for in Section 3.1, or other date upon mutual written agreement of the Purchaser and Seller.

2.3.2 Close of Escrow. As used in this Agreement, the term "Close of Escrow" shall refer to the date on which GEMS's Statutory Warranty Deed ("Deed") in the form of **Exhibit B-1**, attached hereto and incorporated herein, conveying the Real Property to Purchaser, a Bill of Sale substantially in the Form attached as **Exhibit B-2** conveying the Personal Property, the Intangible Property and the assignment by Seller of the DNR Lease assignment document reasonably satisfactory to Purchaser assigning the DNR Lease to Purchaser are all recorded through Escrow in the Official Records of the County of Skagit, Washington ("County").

ARTICLE III PURCHASER'S CONTINGENCIES AND CONDITIONS OF CLOSING

3.1 Purchaser's Investigation. The term "Contingency Date" shall mean the earlier of 5:00 p.m. Pacific Time on the one hundred eightieth (180th) day after the Opening of Escrow or the date of Waiver of Contingencies, as defined below, by Purchaser. Purchaser, at its sole cost and expense, shall have until the Contingency Date to conduct studies, tests, economic and use analyses, geological studies, analysis and inspections of all elements of the Property, including but not limited to acquisition, financing, geological, geotechnical property condition reports, site plans, environmental, topographical, wetlands, protected zones, drainage, permitting, entitlements, zoning and conditions required by federal, state and local authorities to proceed with Purchaser's intended use of the property ("Inspection") to determine, in Purchaser's sole and absolute discretion, the suitability of the Property for Purchaser's uses. Seller grants to Purchaser and its consultants, agents, representatives and employees a license to enter upon the Property on the terms and for the purposes described in Section 7.17. If Purchaser has not notified Seller and Escrow Agent in writing that it has, in its sole and absolute discretion, waived its contingencies on or before the Contingency Date ("Waiver of Contingencies"), Purchaser shall be deemed to have disapproved its contingencies and this Agreement shall be terminated as provided for in Section 3.2 below.

3.1.1 Title and Survey. Within five (5) business days after Opening of Escrow, Seller will deliver to Purchaser a preliminary title report (the "Preliminary Report") from Land Title and Escrow Company ("Title Company"), together with legible copies of all documents referred to therein and a map of the Property showing the location of all plotable easements referenced in the Preliminary Report and any existing survey of the Property in Seller's possession. The Preliminary Report and all matters affecting title to or use of the Property, as referenced on the Preliminary Report, shall be subject to Purchaser's written approval, provided to Seller and Escrow Agent, on or before the Contingency Date. Should a current ALTA/ACSM Land Title Survey (urban) meeting all minimum standard detail requirements be desired by Purchaser or required by Purchaser's Lender or required by the Title Company to issue an ALTA extended coverage policy; such survey shall be obtained by and at the expense of Purchaser. If Purchaser objects to any title or survey matter or conditions its acquisition of the Property upon the release, discharge or removal of any title matter prior to Closing and Seller elects not to cure the objection to Purchaser's satisfaction, Purchaser may (a) terminate this Agreement in which case Purchaser's Deposit shall be returned to it, or (b) Purchaser may waive its title objection. In the event Purchaser receives after the Contingency Date notice of any new matter of title affecting the property Purchaser shall have ten (10) business days after receipt of the new title matter within which to deliver written notice of disapproval.

3.1.2 Property Documents. Seller has previously submitted to Purchaser documents in support of Seller's application for development project permits and documents may be publicly available concerning the property. Other than the foregoing, Seller knows of, and has in its possession of, no reports, studies inspections, analyses ("Property Documents") that describe any material defect in the Property. If any additional Property Documents that describe a material defect in the Property become available to Seller prior to the close of Escrow, then Seller shall immediately deliver complete copies thereof to Purchaser.

3.2 Right to Terminate. If (a) Purchaser disapproves of the condition of title to the Property as shown on the Preliminary Report pursuant to Section 3.1.1 above, or (b) upon investigation of the Property and the Property Documents pursuant to Sections 3.1 and 3.1.2 above, Purchaser discovers any fact, situation or occurrence that would, in Purchaser's sole and absolute discretion, adversely affect Purchaser's proposed purchase and use of the Property, or if for any other reason, in Purchaser's sole and absolute discretion, Purchaser does not wish to proceed with the purchase of the Property, then Purchaser may terminate this Agreement and cancel Escrow on or prior to the Contingency Date: (1) by providing written notice of such termination to Seller; or (2) is deemed to have disapproved its contingencies as set forth in Section 3.1 above. In the event Purchaser terminates the Agreement and cancels Escrow in accordance with the foregoing, (i) Purchaser and Seller shall promptly execute and deliver to Escrow Agent escrow cancellation instructions and all other documents that are reasonably required by Escrow Agent or Seller in order to cancel this Escrow and release any claim or interest of Purchaser in the Property or any portion thereof; (ii) Purchaser and Seller shall each pay one-half of Escrow Agent's cancellation fee, including any charges of the Title Company relating to the Preliminary Report; (iii) Escrow Agent shall refund the Deposit and any other funds deposited by Purchaser into Escrow, together with all interest earned thereon in Escrow, to Purchaser, less Purchaser's one-half share of Escrow Agent's cancellation fee; (iv) Escrow Agent shall return all documents and instruments to the parties which deposited the same into Escrow; and (v) this Agreement shall terminate and neither party hereto shall have any further obligation or liability of any nature or amount whatsoever to the other party hereunder except as to any provisions of this Agreement that by its terms are intended to survive the termination of this Agreement, all of which shall survive any termination of this Agreement.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants with Purchaser, as of the date of this Agreement and as of Close of Escrow, as follows:

4.1.1 Power. Seller is a Florida limited liability company duly formed and validly existing and in good standing under the laws of the States of Florida and is a foreign limited liability company duly registered with and deemed active by the Washington Secretary of State. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any material provision of any agreement or document to which Seller is a party or to

which Seller is bound. Seller agrees to promptly provide any and all documents requested by Escrow Agent evidencing its and its representatives' authority to consummate this transaction pursuant hereto.

4.1.2 Requisite Action. All requisite action has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

4.1.3 Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation. In connection therewith, it shall deliver to Escrow Agent for delivery to Purchaser at the Close of Escrow an affidavit ("Seller's Affidavit") in the form attached hereto as **Exhibit C** and incorporated herein by this reference.

4.1.4 Compliance with Laws. To Seller's knowledge, the Property is fully in compliance with all permits, zoning, land use, environmental and other laws that may affect the Property, and Seller has not received any notice of violation of any such laws and knows of no fact that would constitute grounds for receiving any such notice.

4.1.5 Hazardous Substances. The Property has not been used for the production, storage or disposal of, nor has it been subject to any release of, any toxic or hazardous substance. Nor is there now, or has there been any underground storage tanks at the Property. Hazardous substances are as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 96.01 et seq., amended by Super Fund Amendments and Reauthorization Act of 1986 and the Model Toxic Control Act, RCW 70.105(d). Seller has not received written notification from any agency suggesting the Property is or may be targeted for clean-up under the above-described legislation. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claims, costs, liabilities, causes of action, including attorneys' fees and costs, arising from the presence, existence, generation, handling, manufacturing treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal of any Hazardous Substances in, on or about the Property prior to Closing which results in the contamination or deterioration of ground water, surface water or soil, or claim of such. Seller's obligations pursuant to this section 4.1.5 shall survive closing.

4.1.6 No Other Agreements. Seller has not entered into any other agreement or contract to alienate, transfer, option, assign or otherwise convey its interest or any portion of its interest in the Property.

4.1.7 Defaults. Seller is not in default under, and Seller has received no notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Property. There are no unrecorded contracts impacting the Property.

4.1.8 Title. Seller holds good marketable fee simple title to the Property free and clear of all liens and encumbrances arising by or through Seller other than as set forth in the Preliminary Report. To Seller's knowledge there are no boundary disputes or encroachments affecting any of the Property or any person adversely possessing or using any of the Property.

4.1.9 Lawsuits. There are no claims, lawsuits, legal actions, disputes or proceedings pending or threatened in writing or otherwise by or against Seller relating in any way to the Property or that affects the Property or that adversely affects the ability of Seller to perform its obligations under this Agreement.

4.1.10 Property Documents/Lease Disclosure. The copies of the Property Documents delivered to Purchaser are true and correct copies of the originals or copies in Seller's files and constitute all the documents relating to the Property. Seller has disclosed all leases to third persons of entities that affect the Property in any way.

4.1.11 No Condemnation. There are no eminent domain proceedings now pending or threatened against the Property.

4.1.12 Bankruptcy. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for the composition of indebtedness or for the reorganization of debtors, has been filed with regard to Seller.

4.1.13 Maintenance. Seller shall, between the date of this Agreement and the Close of Escrow, at Seller's sole cost and expense, maintain the Property in good order, condition and repair so that as of the Close of Escrow the condition of the Property shall not have materially changed from the condition that exists as of the date of this Agreement.

4.1.14 Changes in Representations. If Seller receives any notice or knowledge of any information or facts affecting Seller's representations or warranties after the date of this Agreement, then Seller shall immediately notify Purchaser in writing of same. If Purchaser receives written notice from Seller pursuant to this Section that contains any information or facts that would render untrue in any material respect the representations and warranties contained in Section 4.1 of this Agreement then, Purchaser, within ten (10) days after receipt of such notice may elect to either: (i) proceed to close Escrow as scheduled with knowledge of such facts or information; (ii) provide notice of its disapproval of such notice to Seller who shall promptly cure or promise to cure the basis for the notice or (iii) elect by written notice to Seller and Escrow Agent not to proceed with the purchase of the Property, whereupon this Agreement shall terminate and Purchaser's Deposit shall be returned to it.

4.1.15 Compliance with Regulations. Seller has received no written notice of any threatened contemplated or other actions against Seller or the Property based upon Seller's violation of any local, state or federal laws governing zoning, shorelines, water-related uses, endangered species, etc.

4.2 Representations and Covenants of Purchaser. In addition to any express agreements of Purchaser contained elsewhere in this Agreement, Purchaser represents and covenants with Seller as follows:

4.2.1 Power. Purchaser is a Washington non-charter code city validly existing and in good standing under the laws of the State of Washington. Purchaser has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

4.2.2 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

4.2.3 Survival of Warranties. Notwithstanding any provision of this Agreement to the contrary, all representations and warranties contained in this Agreement shall survive the Closing and shall not merge with the Deed.

ARTICLE V CLOSING

5.1 Escrow Closing Obligations.

5.1.1 Deliveries by Seller to Escrow Agent. Seller covenants and agrees to deliver to Escrow Agent on or prior to the Close of Escrow the following executed instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Purchaser:

(a) *Deed.* The Deed to the Property, in substantially the form of **Exhibit B-1** attached hereto, duly executed by Seller;

(b) *Seller's Affidavit.* Seller's Affidavit in substantially the form of **Exhibit C** attached hereto, duly executed by Seller;

(c) *Bill of Sale.* A Bill of Sale from Seller to Purchaser, in substantially the form of **Exhibit B-2**, without warranties or representations express or implied, assigning all of Seller's right, title and interest, to the extent they can be assigned, in and to the Personal Property and Intangible Property, including, but not limited to assignment of all permits and rights to the mine;

(d) *Assignment.* An assignment of the DNR Lease from Seller to Purchaser with consent by DNR ("DNR Assignment").

(e) *Resolution.* A Consent or Resolution authorizing Seller's authority to sell the Property and evidencing the signers' authority to sign on behalf of Seller and to bind Seller;

(f) *Formation Documents.* A current Certificate of Existence issued by the Secretary of State reflecting Seller is in good standing and is authorized to conduct business in the State of Washington;

(g) *Real Estate Excise Tax Affidavit.* An executed Real Estate Excise Tax Affidavit;

(h) *Estoppel Certificates.* Estoppel certificates in a commercially reasonable form as required by Purchaser from all persons or entities holding a leasehold interest in the Property ; and

(i) *Other Documents.* All other sums and documents required by Escrow Agent to be deposited by Seller to carry out this Escrow.

5.1.2 Deliveries by Purchaser to Escrow Agent. Subject to Seller's performance of its obligations hereunder, Purchaser covenants and agrees to deliver to Escrow Agent the following items and executed instruments and documents, the delivery of which shall be a condition to the Close of Escrow for the benefit of Seller:

(a) *Payment.* The Closing Payment as provided for in Section 1.2.2;

(b) *Real Estate Excise Tax Affidavit.* An executed Real Estate Excise Tax Affidavit together with a Forest Management Plan as may be required by Skagit County; and

(c) *Other Documents.* All other sums and documents required by Escrow Agent to be deposited by Purchaser to carry out this Escrow.

5.1.3 Conditions to Seller's Obligation to Sell. Seller's obligation to sell the Property is expressly conditioned upon satisfaction of each of the following conditions:

(a) Purchaser shall have deposited with Escrow Agent all sums and documents required pursuant to Sections 1.2.2, 5.1.2 and 5.1.9.2;

(b) Purchaser shall not be in default with respect to any material matter under this Agreement;

(c) All representations and warranties of Purchaser hereunder shall be true and correct as of the Closing Date;

5.1.4 Conditions to Purchaser's Obligation to Buy. Purchaser's obligation to buy the Property is expressly conditioned upon satisfaction of each of the following conditions:

(a) Seller shall have deposited with Escrow Agent all documents required pursuant to Section 5.1.1;

(b) Seller shall not be in default with respect to any material matter under this Agreement;

(c) All of the contingencies and conditions set forth in Article III shall have been satisfied or deemed satisfied;

(d) All representations and warranties of Seller hereunder shall be true and correct as of the Closing Date; and

(e) Land Title and Escrow Company shall be unconditionally committed on the Closing Date to issue the Title Policy, as defined below.

(f) Seller shall not be in default with respect to any condition or obligation of the DNR Lease.

5.1.5 Title Policy. Escrow Agent is instructed to deliver to Purchaser an ALTA Owner's Policy of Title Insurance (the "Title Policy"), issued by the Title Company, dated as of the date and time of Closing, with liability in the amount of the Purchase Price set forth in Section 1.2, and insuring good and marketable title in the Real Property vested in Purchaser free and clear of any liens, encumbrances and interests except the following: (i) the standard printed Title Company exceptions, and (ii) the permitted exceptions approved by Purchaser. Purchaser shall satisfy the payment of any additional premiums for extended coverage or any endorsements requested by Purchaser.

5.1.6 Satisfaction of Unrecorded Utility Liens and Operating Expenses. The parties agree to waive the requirements of RCW 60.80.020 otherwise requiring Escrow Agent to pay final utility bills. Rather, Seller and Purchaser agree to work together to prorate and settle payment of final billings and other operating expenses. Seller shall be responsible for payment of all such charges applicable to the period prior to the Closing Date and Purchaser shall be responsible for payment of all such charges from and including the Closing Date.

5.1.7 Recordation; Distribution of Funds and Documents. Upon receipt of the documents and sums described in this Article V, and upon satisfaction or waiver of the Contingencies, Escrow Agent shall cause the Deed, Bill of Sale, if any and the DNR Assignment to be recorded in the office of the County Auditor of Skagit County. Immediately following the Closing, Escrow Agent shall deliver (i) to Seller: the sums representing the Purchase Price (less Seller's share of fees and costs and any prorations), and (ii) to Purchaser: a conformed copy of the recorded Deed, the DNR Assignment, the original Consent or Resolution, the original Seller's Affidavit, Real Estate Excise Tax Affidavit, Bill of Sale and, as applicable, other documents. All sums to be disbursed by Escrow Agent shall be by certified or cashier's check or by wire transfer if Escrow Agent is so advised by the party to receive such sums.

5.1.8 Prorations of Taxes, Assessments, and Rents. Escrow Agent shall prepare and deliver to Escrow Agent and Purchaser a proration schedule not later than two (2) business days preceding the Closing Date. The proration schedule shall include prorations of non-delinquent real property taxes, bonds and assessments, if any, for the tax year in which the Closing occurs, and rents received. Without limiting the generality of the foregoing, Seller shall pay all real property taxes, bonds and assessments, including but not limited to compensating taxes and personal property taxes (including any penalties and interest thereon) applicable to the

period prior to the Closing Date which are imposed by reason of any events occurring with respect to the Property prior to the Closing Date. Any rents shall also be prorated. If such taxes and assessments come to the attention of Purchaser or Seller after the Closing, then Seller shall pay such taxes and assessments prior to delinquency and in any event within ten (10) days after Purchaser requests payment. If Seller fails to pay such taxes, bonds and assessments as required pursuant to this Section, in addition to and without limiting Purchaser's other rights and remedies, Seller shall be obligated to pay to Purchaser interest on any amounts advanced by Purchaser to pay taxes and assessments at the lesser of ten percent (10%) per annum until such time as Seller pays such amounts. The obligations of Seller contained in this Section shall survive the Closing and shall not expire.

5.1.9 Allocation of Fees and Costs.

5.1.9.1 Seller shall pay the following fees and costs:

- (a) One-half (1/2) of the Escrow fee;
- (b) The sales commission, less Purchaser's Share;
- (c) The cost of an ALTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price;
- (d) The cost of real estate excise taxes, compensating and other taxes in connection with the transfer of the Real Property;
- (e) All costs not specifically referenced herein customarily allocated to a seller of real property in Skagit County;
- (f) Any applicable sales, use or similar transfer taxes due as a result of the purchase and sale of the Personal Property; and
- (g) The cost of any of Seller's other obligations hereunder.

5.1.9.2 Purchaser shall pay the following fees and costs:

- (a) One-half (1/2) of the Escrow fee;
- (b) One-half (1/2) of the sales commission up to \$39,000.00 ("Purchaser's Share");
- (c) Recording fees for the Deed, DNR Assignment and as applicable, the Bill of Sale;
- (d) The additional premium for the ALTA Extended Title Policy and other costs in connection with such policy and the cost of any endorsements requested by Purchaser;

(e) All costs not specifically referenced herein customarily allocated to a Purchaser of real property in Skagit County; and

(f) The cost of any of Purchaser's other obligations hereunder.

5.1.10 Disbursements and Other Actions by Escrow Agent. Upon the Close of Escrow, and when all required funds and documents have been deposited into Escrow, Escrow Agent shall promptly undertake all of the following:

5.1.10.1 Cause the Deed for the Property (with transfer tax information to be affixed after recording) and DNR Assignment to be recorded in the Official Records of Skagit County and as applicable, the Bill of Sale;

5.1.10.2 Disburse all funds deposited with Escrow Agent by Purchaser in payment of the Purchase Price for the Property and in payment of Purchaser's share of any Escrow closing costs and prorations as follows;

(a) Deduct from the funds deposited with Escrow Agent by Purchaser in payment of Purchaser's share of any Escrow closing costs and prorations the amount of all such items chargeable to the account of Purchaser hereunder;

(b) Deduct or credit from the funds deposited with Escrow Agent by Purchaser in payment of the Purchase Price all items chargeable or to be credited to the account of Seller; and

(c) Disburse the remaining balance of the Purchase Price to Seller promptly upon the Close of Escrow. Any funds deposited by or on behalf of Purchaser in excess of the sum of the Purchase Price and Purchaser's share of any Escrow closing costs and prorations shall be returned to Purchaser.

5.1.10.3 Deliver Seller's Affidavit to Purchaser.

5.1.10.4 Cause the Purchaser's Title Policy to be delivered to Purchaser.

5.2 Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Agent shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Agent shall notify the other party of any such demand.

5.2.1 Charges. If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Purchaser's default, Purchaser shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Purchaser and Seller shall each pay one-half of any Escrow cancellation charges, and each party shall release the other party from all liability hereunder attributable solely to the failure of the Close of Escrow to occur, provided that the Deposit and any other funds deposited by Purchaser into Escrow, together with all interest

earned thereon in Escrow, less Purchaser's one-half share of any Escrow cancellation charges, shall be returned to Purchaser. "Escrow cancellation charges" means all fees, charges and expenses charged by Escrow Agent as well as all charges related to the services of Title Company in connection with title matters relating to this Escrow.

5.2.2 Seller's Liquidated Damages if Purchaser Defaults. PURCHASER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF PURCHASER, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND PURCHASER AND SELLER AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO PURCHASER'S DEFAULT. IN ADDITION, PURCHASER WISHES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH PURCHASER MIGHT BE LIABLE SHOULD PURCHASER BREACH THIS AGREEMENT, AND SELLER WISHES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE SOLE DEFAULT OF PURCHASER, THEN SELLER SHALL GIVE PURCHASER WRITTEN NOTICE OF SUCH DEFAULT, WHICH NOTICE SHALL STATE THE NATURE OF THE DEFAULT AND, UNLESS PURCHASER SHALL CURE SUCH DEFAULT WITHIN TEN (10) DAYS AFTER RECEIPT OF SUCH NOTICE TO THE REASONABLE SATISFACTION OF SELLER, UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELED. IN SUCH EVENT, (A) ESCROW AGENT SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO PURCHASER, AND (C) ESCROW AGENT SHALL DISBURSE TO SELLER UPON DEMAND OF SELLER ONE HALF (1/2) THE DEPOSIT AND ALL INTEREST EARNED THEREON HELD IN ESCROW. ALL OF THE FOREGOING SHALL CONSTITUTE LIQUIDATED DAMAGES FOR PURCHASER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT THE CLOSE OF ESCROW FAILS TO OCCUR AS A RESULT OF PURCHASER'S DEFAULT, SHALL BE LIMITED TO THE RECOVERY OF THE DEPOSIT, PROVIDED, HOWEVER, THAT THIS SECTION WILL NOT AFFECT OR LIMIT THE PARTIES' RIGHT TO RECOVER ATTORNEYS' FEES AND COSTS UNDER SECTION 7.2 OF THIS AGREEMENT.

5.2.3 Purchaser's Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement or is in default of any term of the Agreement, then Purchaser shall have the right to execute and deliver to Seller written notice of such breach, which notice shall state the nature of the breach. Seller shall not be in default if Seller shall cure such breach within three (3) days following receipt of such notice. If the Close of Escrow and the consummation of the transaction contemplated by this Agreement do not occur by reason of any default of Seller and Purchaser has waived its Contingencies, Purchaser may, by written notice to Seller and Escrow Agent, cancel this Agreement, whereupon the Deposit shall be returned to Purchaser, together with interest, and Seller shall reimburse

5.2.3 Purchaser's Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement or is in default of any term of the Agreement, then Purchaser shall have the right to execute and deliver to Seller written notice of such breach, which notice shall state the nature of the breach. Seller shall not be in default if Seller shall cure such breach within three (3) days following receipt of such notice. If the Close of Escrow and the consummation of the transaction contemplated by this Agreement do not occur by reason of any default of Seller and Purchaser has waived its Contingencies, Purchaser may, by written notice to Seller and Escrow Agent, cancel this Agreement, whereupon the Deposit shall be returned to Purchaser, together with interest, and Seller shall reimburse Purchaser for all of Purchaser's out of pocket costs incurred with respect to the transaction and all of Purchaser's damages caused by the Seller's default in addition to any other remedy available to it, whether provided for in this Agreement, or provided at law or in equity, including without limitation specific performance or damages against Seller. If a Seller default occurs after Closing, or if Purchaser received notice after Closing, then Purchaser may recover from Seller Purchaser's out of pocket costs and damages incurred as a result of the default.

5.3 Broker's Commission. Seller represents to the other that there is a brokerage commission fee that will be due or owing to Windermere Real Estate/Anacortes Real Properties state in the amount of six percent of the Purchase price in connection with the transaction covered by this Agreement. Seller agrees to and does hereby indemnify and hold the other harmless Purchaser from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of Seller on or before the Closing Date in connection with this transaction.

ARTICLE VI CONDITION OF THE PROPERTY

6.1 Damage or Destruction. In the event the Property is destroyed or materially damaged or materially changed between the Effective Date of this Agreement and the Closing Date, Purchaser may elect either to terminate this Agreement and receive the immediate refund of its Deposit, or to consummate this transaction, in which case Purchaser shall accept the Property in its then condition and the portion of the proceeds of insurance payable to Seller that represent the Property destroyed shall be paid to Purchaser and the Purchase Price shall be reduced by any uninsured amount and/or the deductible on Seller's policy.

6.2 Waiver and Consent. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

7.1 Disclosure Waiver. The parties believe this transaction is exempt from the disclosure requirements of RCW 64.06, in that it is timber land as provided for in RCW 60.42.005(1). In any event, the parties expressly waive the right to receive a disclosure statement that would otherwise be required pursuant to the terms of RCW Chapter 64.06. This waiver is made pursuant to the provisions of RCW 64.06.010(7).

7.2 Successors and Assigns. All of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Purchaser and Seller.

7.3 Attorneys' Fees. If any legal action is instituted between or among Seller, Purchaser or Escrow Agent in connection with this Agreement, then the prevailing party shall be entitled to recover from the losing party, in addition to any other remedies available to it, all of its costs and expenses in connection with such action, including court costs, expert witness costs and expenses and reasonable attorneys' fees.

7.4 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (a) hand delivered by messenger or courier service; (b) by overnight delivery service (including Federal Express); or (c) mailed by United States mail (postage prepaid), registered or certified, return receipt requested, addressed as follows:

If to Seller:

GEMS, LLC
PO Box 98
Ronan, MT 59864
(561) 441-4637

With Copy to:

John Prosser
Windermere Real Estate/Anacortes Properties
3018 Commercial Avenue
Anacortes, WA 98221
(360) 202-3891
jprosser@windermere.com

If to Purchaser:

City of Anacortes
PO Box 547
Anacortes, WA 98221
(360) 299-1950

With Copy to:

Bradford E. Furlong
Furlong Butler Attorneys
825 Cleveland Avenue
Mount Vernon, WA 98273

If to Escrow Agent:

Land Title and Escrow Company
Guardian Northwest Title & Escrow
3202 Commercial Avenue
Anacortes, WA 98221
Telephone: (360) 293-5423

Each notice shall be deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date of delivery by the delivery service if by overnight delivery service, and (iii) 72 hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least 15 days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

7.5 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, letters, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

7.6 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

7.7 Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

7.8 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed wholly within such state. Any dispute arising out of this Agreement shall be resolved in a court of competent jurisdiction in Skagit County.

7.9 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

7.10 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Purchaser and Seller.

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

7.12 Exhibits. All exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

7.13 Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. For purposes of this Agreement, the term "business day" shall not include Saturdays, Sundays or legal holidays under the laws of Washington. In the event that the day on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. Whenever notice, approval or disapproval must be given to Escrow Agent and Escrow Agent is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Agent is open to take such action.

7.14 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

7.15 No Recording Without Consent. Pending the Close of Escrow, neither Purchaser nor Seller shall, without the consent of the other party, record this Agreement or a short form or memorandum hereof, or take any other action that would materially and adversely affect the marketability of Seller's title to the Property.

7.16 Agreement Binding Only Upon Execution, Approval and Termination; Facsimile Signatures Permitted.

7.16.1 This Agreement shall not be binding upon either party hereto unless and until it is: (a) executed and delivered by both Seller and Purchaser no later than 4:30 p.m. December 31, 2015; and (b) approved by a formal vote of Anacortes City Council in open session no later than January 19, 2016; *provided*, that this Agreement shall be null and void should either deadline not be met unless extended by written agreement of the parties.

7.16.2 Purchaser and Seller each (i) agrees to permit the use of photocopied signatures, from time to time, where appropriate and consistent with Section 7.4 above, in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective photocopied signature, (iii) is aware that the other party will rely on the photocopied signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on the fact that a signature or notice was sent by telecopy.

7.17 Entry by Purchaser. Upon delivery of at least two (2) days advance notice given to Seller (in this case notice to Windermere Real Estate/Anacortes Properties shall suffice) which notice shall include the general scope of inspection which Purchaser contemplates, Purchaser may go upon the Property at reasonable times prior to the Close of Escrow, accompanied, at Seller's option, by a representative of Seller, for purposes of inspecting, surveying, testing, designing improvements and the like; provided, however, that any invasive testing or other similar substantial activity with respect to the Property shall require the advance approval of Seller, which approval shall not be unreasonably withheld or delayed. Except as

required by law. Results from any such inspections, surveys, tests, and the like shall go to the Purchaser for their review. Purchaser shall keep the Property free and clear of any mechanics' liens or suppliers' liens related to Purchaser's entry or work on the Property.

7.18 Return of Property Documents. In the event this Agreement is terminated for any reason other than a default by Seller, Purchaser shall deliver to Seller, promptly and at no cost to Seller, the Property Documents.

7.19 Indemnification. Seller shall release, hold harmless, indemnify and defend Purchaser from and against any and all claims, actions, debts and liabilities related to or arising out of the Seller's ownership or operation of the Property for the period prior to the Closing Date. Purchaser shall release, hold harmless, indemnify and defend Seller from and against any and all claims, actions, debts and liabilities related to or arising out of the Purchaser's ownership or operation of the Property for the period from and after the Closing Date. The rights and obligations set forth in this Section 7.19 shall survive Closing. Seller's indemnification obligations set forth in this Section shall remain the obligation of Seller and shall not be merged with the Deed and shall survive the termination of this Agreement and the Close of Escrow.

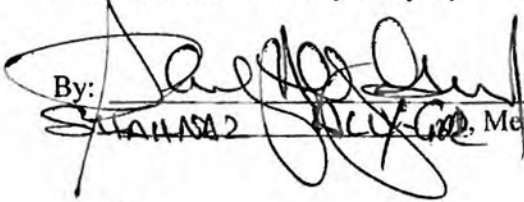
7.20 Effectiveness. This Agreement shall become effective and delivered to the Escrow Agent only if: (1) executed by Seller and Buyer; and (2) approved by vote of the Anacortes City Council.

[Remainder of document intentionally blank; signatures follow]

The parties have executed this Agreement as of the dates indicated below.

SELLER:

GEMS LLC DBA GEMS OF WASHINGTON
LLC
a Florida limited liability company

By: 

Steve Hoglund, Member

Date: _____

PURCHASER:

CITY OF ANACORTES,
a Washington non-charter code city

By _____

Laurie Gere, Mayor

Date: _____

I, Steve Hoglund, Clerk Treasurer of the City of Anacortes, do hereby certify that the foregoing agreement was approved by formal vote of the Anacortes City Council in open session on the ____ day of _____, 201__.

Steve, Hoglund, Clerk Treasurer

Date

Land Title and Escrow Company, the Escrow Agent under this Agreement, accepts and agrees to be bound by the Escrow Instructions contained herein and certifies that the date of Opening of Escrow pursuant to Section 2.2 of this Agreement is _____, 2015.

By: _____

(print name and title)

**EXHIBIT A
LEGAL DESCRIPTION**

350113-0-046-0009; P31529

(0.7800 ac) ANACORTES TIDE LANDS E1/2 VAC C AVE N OF GN RLY R/W & TR 12 PL 8 LY NLY GN RLY R/W SURVEY AF#200805080041

Situate in the City of Anacortes, County of Skagit, State of Washington.

350113-0-050-0002; P31532

ACRES 0.49, TAX 13: THAT PORTION OF TRACT 13, PLATE NO. 8, TIDE AND SHORE LANDS OF SECTION 13, TOCMSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR AND THE EAST 1/2 OF VACATED "B" AVENUE ADJOINING, AND THE WEST 1/2 OF VACATED "C" AVENUE ADJOINING, WHICH LIES NORTHERLY OF A LINE RUNNING SOUTHWESTERLY ALONG A TANGENT FROM A POINT 632.7 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE OF 11TH STREET WITH THE CENTERLINE OF "D" AVENUE, TO A POINT 278.5 FEET NORTH OF THE INTERSECTION OF CENTERLINE OF "B" AVENUE WITH 11TH STREET; EXCEPT ALL THAT PORTION THEREOF, IF ANY, CONVEYED TO BRADLEY R. PAULSON AND MARJORIE A. PAULSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8803300066, RECORDS OF SKAGIT COUNTY, WASHINGTON. TAX 13: THAT PORTION OF TRACT 13, PLATE NO. 8, TIDE AND SHORE LANDS OF SECTION 13, TOCMSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR AND THE EAST 1/2 OF VACATED "B" AVENUE ADJOINING, AND THE WEST 1/2 OF VACATED "C" AVENUE ADJOINING, WHICH LIES NORTHERLY OF A LINE RUNNING SOUTHWESTERLY ALONG A TANGENT FROM A POINT 632.7 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE OF 11TH STREET WITH THE CENTERLINE OF "D" AVENUE, TO A POINT 278.5 FEET NORTH OF THE INTERSECTION OF CENTERLINE OF "B" AVENUE WITH 11TH STREET; EXCEPT ALL THAT PORTION THEREOF, IF ANY, CONVEYED TO BRADLEY R. PAULSON AND MARJORIE A. PAULSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8803300066, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#200805080041

Situate in the City of Anacortes, County of Skagit, State of Washington.

350113-0-051-0209; P31536

ACRES 1.93, THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD DESIGNATED AS RESERVE RIGHT-OF-WAY FOR THE SEATTLE AND NORTHERN RAILROAD AND A PORTION OF BLOCK 201 AS SHOWN ON THE FLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT

RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH PORTIONS OF TRACTS 12 AND 13 OF PLATE NO. 8 OF THE TIDE AND SHORELANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 201, OF SAID PLAT OF ANACORTES; THENCE NORTH 0 DEGREES 33'14" EAST ALONG THE WEST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 243.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 29'00" WEST, A DISTANCE OF 56.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 9TH STREET; THENCE SOUTH 89 DEGREES 26'34" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 9TH STREET, A DISTANCE OF 20.73 FEET; THENCE SOUTH 65 DEGREES 11'52" WEST, A DISTANCE OF 233.48 FEET TO A POINT ON THE NORTH LINE OF THE ALLEY THROUGH BLOCK 201 OF SAID PLAT; THENCE NORTH 89 DEGREES 26'31" WEST ALONG THE NORTH LINE OF SAID ALLEY, A DISTANCE OF 26.39 FEET; THENCE SOUTH 0 DEGREES 33'24" WEST, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEY; THENCE SOUTH 60 DEGREES 33'08" WEST, A DISTANCE OF 100.23 FEET; THENCE SOUTH 65 DEGREES 36'05" WEST, A DISTANCE OF 341.17 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING NORTH 24 DEGREES 23'55" WEST, A RADIAL DISTANCE OF 985.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3 DEGREES 37'06", AN ARC DISTANCE OF 62.23 FEET TO THE INTERSECTION WITH THE CENTERLINE OF "B" AVENUE; THENCE NORTH 0 DEGREES 33'35" EAST ALONG THE NORTHERLY PROJECTION OF THE CENTERLINE OF "B" AVENUE, A DISTANCE OF 64.01 FEET; THENCE NORTH 65 DEGREES 36'05" EAST, A DISTANCE OF 418.88 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF "C" AVENUE; THENCE NORTH 0 DEGREES 33'24" EAST ALONG THE PROJECTION OF CENTERLINE "C" AVENUE, A DISTANCE OF 23.86 FEET; THENCE SOUTH 89 DEGREES 26'36" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY OF "C" AVENUE; THENCE NORTH 65 DEGREES 36'05" EAST, A DISTANCE OF 165.32 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOTS, TRACT 12, PLATE 8 TIDE AND SHORELANDS; THENCE SOUTH 0 DEGREES 33'19" WEST ALONG THE WEST LINE OF SAID LOT 5, TRACT 12, A DISTANCE OF 27.57 FEET; THENCE NORTH 65 DEGREES 36'05" EAST, A DISTANCE OF 165.32 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF "D" AVENUE; THENCE SOUTH 0 DEGREES 33'14" WEST ALONG THE WEST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 14.45 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD DESIGNATED AS RESERVE RIGHT-OF-WAY FOR THE SEATTLE AND NORTHERN RAILROAD AND A PORTION OF BLOCK 198 AS SHOWN ON THE PLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH A PORTION OF TRACT 11 OF PLATE NO. 8 OF THE TIDE AND SHORELANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 197 OF SAID PLAT OF ANACORTES; THENCE NORTH 0 DEGREES 33'14" EAST ALONG THE EAST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 72.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 33'14" EAST ALONG THE EAST RIGHT-OF-

WAY OF "D" AVENUE, A DISTANCE OF 50.00 FEET; THENCE NORTH 52 DEGREES 30'56" EAST, A DISTANCE OF 242.41 FEET; THENCE NORTH 60 DEGREES 40'00" EAST, A DISTANCE OF 459.84 FEET TO THE INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 3, TRACT 10, PLATE 8 TIDE AND SHORELANDS; THENCE SOUTH 0 DEGREES 32'57" WEST ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID LOT 3, TRACT 10, A DISTANCE OF 71.23 FEET; THENCE SOUTH 60 DEGREES 55'30" WEST, A DISTANCE OF 402.40 FEET; THENCE SOUTH 50 DEGREES 39'29" WEST, A DISTANCE OF 234.45 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF 9TH STREET; THENCE NORTH 89 DEGREES 26'34" WEST ALONG THE NORTH RIGHT-OF-WAY OF 9TH STREET, A DISTANCE OF 45.63 FEET; THENCE SOUTH 61 DEGREES 29'00" WEST, A DISTANCE OF 16.39 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF "D" AVENUE ALSO BEING THE TRUE POINT OF BEGINNING. THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD DESIGNATED AS RESERVE RIGHT-OF-WAY FOR THE SEATTLE AND NORTHERN RAILROAD AND A PORTION OF BLOCK 201 AS SHOWN ON THE FLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH PORTIONS OF TRACTS 12 AND 13 OF PLATE NO. 8 OF THE TIDE AND SHORELANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CO SURVEY AF#200805080041

Situate in the City of Anacortes, County of Skagit, State of Washington.

HARBOR AREA LEASE LEGAL DESCRIPTION:

PARCEL "H":

Those portions of the Harbor Area lying in front of portions of Tract 12 and "D" Avenue as shown on Plate No. 8 and its supplement, Anacortes Harbor of Section 13, Township 35 North, Range 1 East, W.M., as shown on the official tide and shorelands maps on file in the Office of the Washington State Commissioner of Public Lands, described as follows:

Parcel 1:

Beginning at the centerline intersection of "D" Avenue and 10th Street as shown on Survey recorded in Book 8 of Surveys, page 126, records of Skagit County, Washington;
thence North 1°50'57" East, along the centerline of said "D" Avenue, 296.00 feet to the centerline intersection with 9th Street;
thence continuing North 1°50'57" East, along said centerline, 133.84 feet to a point on the Inner Harbor line of said Plate No. 8;
thence South 63°31'43" West, along said Inner Harbor line, 42.09 feet to the true point of beginning;
thence continuing South 63°31'43" West, along said Inner Harbor line, 190.11 feet;
thence North 2°02'48" East, 132.31 feet;
thence South 72°59'44" West, 103.44 feet;

thence North 2°51'52" East, 33.90 feet;
thence North 72°57'27" East, 98.82 feet;
thence North 2°19'49" East, 86.42 feet;
thence North 80°52'53" East, 154.53 feet;
thence South 5°54'45" West, 22.30 feet;
thence North 58°08'00" East, 74.01 feet;
thence South 33°57'48" East, 31.52 feet;
thence South 58°21'38" West, 80.34 feet;
thence South 1°40'30" West, 24.92 feet;
thence North 87°10'10" West, 19.35 feet;
thence South 2°29'22" West, 94.12 feet;
thence South 86°42'08" East, 27.27 feet to a point which lies North 2°29'22" East, 19.78 feet
from the true point of beginning;
thence South 2°29'22" West, 19.78 feet to the true point of beginning.

Parcel 2:

Beginning at the aforementioned intersection of the centerline of "D" Avenue with the Inner Harbor line of said Plate No. 8;
thence South 63°31'43" West, along said Inner Harbor line, 241.07 feet to the true point of beginning;
thence continuing South 63°31'43" West, along said Inner Harbor line, 84.30 feet;
thence North 1°33'24" West, 35.51 feet to a point which lies South 88°26'36" West, 76.46 feet from the true point of beginning;
thence North 88°26'36" East, 76.46 feet to the true point of beginning.

Situate in the City of Anacortes, County of Skagit, State of Washington.

EXHIBIT B-1

DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Bradford E. Furlong
825 Cleveland Avenue
Mount Vernon, WA 98273

FURLONG ♦ BUTLER
ATTORNEYS

(Space above this line is for Recorder's use)

STATUTORY WARRANTY DEED

The information contained in this boxed section is for recording purposes only pursuant to RCW 356.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantors: GEMS LLC dba GEMS OF WASHINGTON LLC, a Florida limited liability company

Grantee: CITY OF ANACORTES, a Washington non-charter code city

Reference Number(s) of Documents Assigned or Released: N/A

Abbreviated Legal Description: Ptn _____

Complete or Additional Legal Description on Exhibit No. 1 of Document.

Assessor's Parcel Number(s): _____

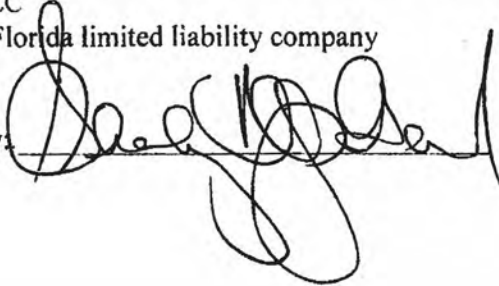
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GEMS, LLC, a Washington limited liability company, hereby conveys and warrants to CITY OF ANACORTES, a Washington non-charter code city, the real property located in the County of Skagit, State of Washington, more particularly described in **Exhibit No. 1**, attached hereto.

SUBJECT TO: Only the permitted exceptions set forth in **Exhibit No. 2** attached hereto.

DATED: _____

GRANTOR:

GEMS LLC DBA GEMS OF WASHINGTON
LLC
a Florida limited liability company

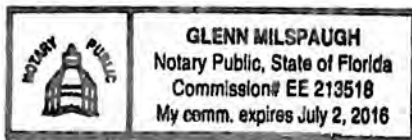
By: 

_____. Member

FLORIDA
STATE OF ~~WASHINGTON~~
PARRY BEACH) ss.
COUNTY OF ~~SKAGIT~~)

On this 11 day of JANUARY, 2016 before me, the undersigned, a Notary Public in and for the State of FLORIDA, duly commissioned and sworn, personally appeared SKAHNAZ ALY-GARB, Member of GEMS LLC dba GEMS OF WASHINGTON LLC, a Florida limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the say and year first above written.



[Signature]
Printed Name: GLENN MILSPAUGH
Notary Public in and for the State of FLORIDA
Residing at _____
My Commission Expires: 07/02/16

EXHIBIT No. 1
TO DEED
LEGAL DESCRIPTION

EXHIBIT No. 2
TO DEED
PERMITTED EXCEPTIONS

EXHIBIT B-2

BILL OF SALE

THIS BILL OF SALE is executed and delivered of the ____ day of _____, 2015, by GEMS LLC dba GEMS OF WASHINGTON LLC, a Florida limited liability company ("Seller"), to CITY OF ANACORTES, a Washington non-charter code city ("Purchaser").

RECITALS

A. Contemporaneously with the execution and delivery of this Bill of Sale, Seller has assigned and conveyed to Purchaser its fee simple interest in the real property more particularly described in **Exhibit No. 1** hereto attached hereto and incorporated herein by reference, together with all improvements owned by Seller thereon and all rights associated therewith (collectively the "Property"); and

B. In connection with the conveyance, Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller all personal property owned by Seller and used in connection with the ownership, operation, use and maintenance of the Property, including, but not limited to, the personal property described in **Exhibit No. 2** attached hereto and incorporated herein by this reference (collectively the "Personal Property");

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller agrees as follows:

1. Sale and Conveyance. Seller hereby sells, transfers and conveys the Personal Property to Purchaser, its successors and assigns.

2. Governing Law. This Bill of Sale shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

3. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Purchaser and Seller and their respective heirs, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed as of the day and year first above written.

GEMS LLC dba GEMS OF WASHINGTON,
LLC,
a Florida limited liability company

By: 
Shawn Auyeung Member

**EXHIBIT No. 1
TO
BILL OF SALE**

LEGAL DESCRIPTION

**EXHIBIT No. 2
TO
BILL OF SALE
PERSONAL PROPERTY**

EXHIBIT C
SELLER'S AFFIDAVIT

FEDERAL FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a Purchaser of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform CITY OF ANACORTES, a Washington non-charter code city ("Purchaser"), that withholding of tax is not required upon the disposition of a U.S. real property interest by GEMS LLC dba GEMS OF WASHINGTON LLC, a Florida limited liability company ("Seller"), Seller hereby certifies the following:

Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

Seller's U.S. Tax Identification Number is as follows: 43208 4359

The address of the undersigned Seller is:

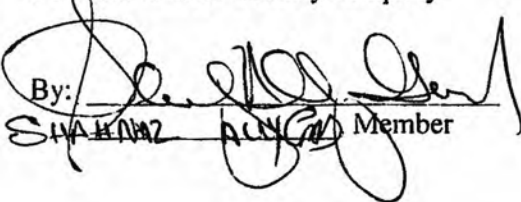
PO Box 98
Ronan, MT 59864

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained herein could be punished by fine, imprisonment, or both.

Dated: _____

SELLER:

GEMS LLC dba GEMS OF WASHINGTON
LLC,
a Florida limited liability company

By: 
S. H. H. M. 2 Member



MAUL FOSTER & ALONGI

1329 North State Street, Suite 301 | Bellingham, WA 98225 | 360 594 6262 | www.maulfooster.com

September 1, 2015

Project No. P0840.04.01

Gary Robinson, Director of Parks & Recreation

City of Anacortes

PO Box 547

Anacortes, WA 98221-0547

Re: "Fatal Flaws" Analysis for Possible Acquisition of the Gems LLC property

Dear Gary,

Maul Foster & Alongi, Inc. (MFA) appreciates the opportunity to submit this proposal to undertake an initial "fatal flaws" analysis for the City of Anacortes as it considers the acquisition of the Gems LLC property. That acquisition is intended to further advance the completion of the marine trail connection from the downtown area to the West.

MFA offers award-winning, customized professional services to clients representing diverse municipal sectors including cities, counties, ports, and utility and school districts. With over 80 staff members in the Pacific Northwest and offices in Bellingham, Seattle, and Vancouver, Washington; Portland, Oregon; and Coeur d'Alene and Kellogg, Idaho, MFA has the available resources to undertake a wide variety of projects of different sizes and scope.

The scope of work described below is proposed within context of a two-step process. The initial "fatal flaws" analysis (Task 1) examines the condition and status of the property and identifies obvious concerns that should be further investigated and resolved prior to the City taking any real property action. Also provided below is a description of those next in depth considerations within a "more detailed due diligence" effort and a range (albeit very preliminary) of what costs should be expected in the more detailed due diligence.

The amount of pre-acquisition due diligence that might be undertaken is a function of the City's tolerance for risk and uncertainty as well as the options available to it to offset any of the potential risks through such strategies as third party grant funding or within the actual real estate transaction. The initial "fatal flaws" analysis (Task 1) would provide a summary of those risk offsetting strategies.

SCOPE OF WORK

Task 1— Initial Assessment: Due Diligence

The initial effort will consist of a "fatal flaws" analysis of the proposed acquisition of the property. Steps would include:

- 1A. **Research:** Preliminary property research reviewing existing governmental records, history of permits and uses, environmental actions, tax records, existing purchase and sale agreements between the property owner and the City; identification of property parcels including known easements and encumbrances as well as any existing Department of Natural Resources Aquatic Lands Leases; and local land use, zoning and shoreline regulations.
- 1B. **Site Tour & Workshop:** If property is available, an onsite walk through will be scheduled with a particular focus on structural, environmental and other physical characteristic concerns that present themselves. If onsite access is not available a drive-by assessment will suffice. Following the site tour, a mini workshop (2 hours) will be scheduled with appropriate City staff and representatives selected by the City to review internal City concept plans, vision for the property and any existing relevant documents.
- 1C: **Technical Memorandum (Deliverable):** Narrative and graphic summary of research and findings including major areas of concern; recommended additional due diligence; and description of general risk offsets particularly for environmental concerns if any identified.

ASSUMPTIONS:

In preparing the Scope of Work, MFA has reviewed the provided information and made necessary assumptions to define the services and fees. These assumptions are listed below:

1. MFA internal staff at the workshop will include strategic senior planner, senior planner and civil engineer. MFA will augment its project team with an area experienced development architect.
2. City will provide a title report (conversely MFA can obtain title report as an additional expense).
3. City will provide workshop venue and coordinate logistics.

If the City elects to proceed with a more in depth due diligence study following the findings of the initial "fatal flaws" analysis the effort could include the following components if discovered as a concern:

- Architectural and structural assessment of the buildings and structures to determine suitability for adaptive re-use for the City's intended vision as well as compliance with current building and land use codes. (\$12,000 to \$30,000)
- Geotechnical study of soil stability to support construction. (\$10,000 to \$20,000)

- Natural Resource Assessment including delineation of ordinary high water mark, potential wetlands and aquatic vegetation (eelgrass). (\$7,500 to \$18,000)
- Cultural Resource Assessment to determine the potential historic significance of the buildings and any archaeological resources (\$9,000 to \$19,000).
- Environmental Concerns through a Phase 1 Assessment and if contaminants of concern are present and that exceed State standards a Phase 2 Assessment. The later involves on site investigation through sampling. (Phase 1 Assessment is \$2,500 to \$4,500.) (Phase 2 Assessment is difficult to calculate but based on similar sites in a marine aquatic environment may be \$30,000 to \$60,000.)
- Topographic and Boundary Survey to fully describe the real property and provide data points to prepare a base map drawing for future planning use (\$3,500 to \$8,500).

The estimated time to complete each of the foregoing, exclusive of the Phase 2 Environmental Assessment, is approximately 30 to 60 days and they can be done concurrently in a coordinated fashion. The Phase 2 environmental work will typically take 2 to 6 months depending on the complexity of the field sampling.

Please note that these estimates have been provided as a general assessment of planning level costs, but they could vary based on actual field conditions, site access and existing documentation. They also do not include planning and re-purposing design estimates.

BUDGET

The estimated cost to perform the proposed work is \$5,000.

SCHEDULE

MFA will begin work within 10 days of receiving authorization to proceed. This proposal is valid for 30 days.

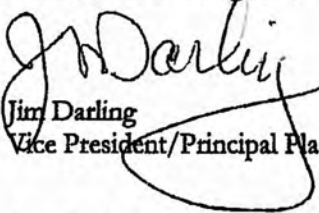
Gary Robinson
September 1, 2015
Page 4

Project No. P0840.04.01

After you have reviewed this submittal, please indicate your approval of the proposal by signing below and returning the document to us as electronic or hard copy. Please retain a copy for your records.

Sincerely,

Maul Foster & Alongi, Inc.


Jim Darling
Vice President/Principal Planner

Attachments: General Terms and Conditions
MFA brochures

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

City of Anacortes

By _____ Date _____

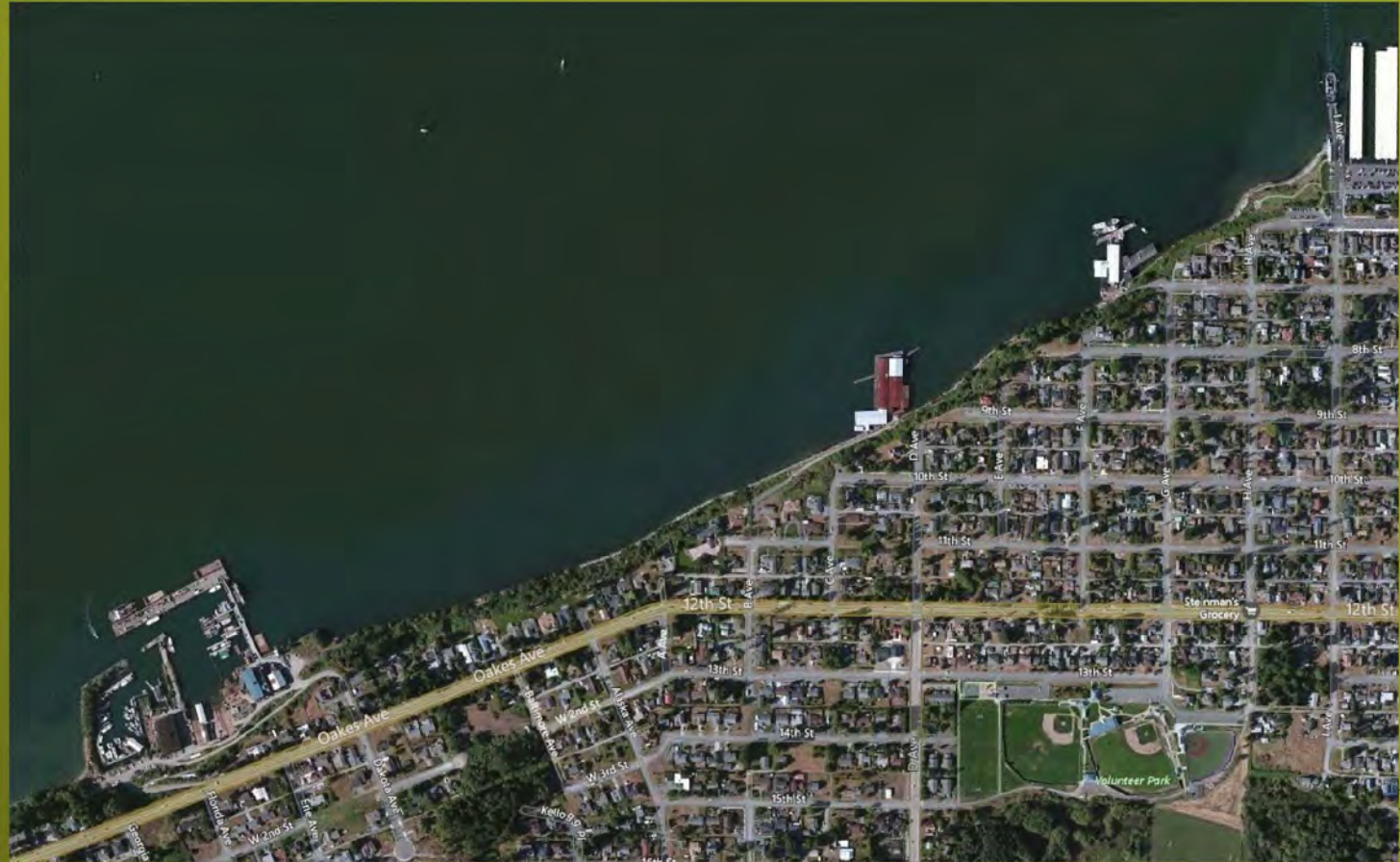
Name _____ Title _____
(please print)

GEMS Purchase and Sale Agreement

The background of the slide is a solid olive green. At the bottom, there is a decorative border consisting of several thin, dark green wavy lines that sweep across the width of the slide. Below these lines, the background transitions into an orange color. On the left side of the orange area, there are faint, stylized line drawings of leaves or feathers. On the right side, there are faint, stylized line drawings of what appear to be gemstones or floral motifs.

Vicinity map

- Guemes Channel Trail
- Lovrics
- Triton
- 1,600 lineal feet
- 2.88 acres



Property map

- DNR Lease
- D Avenue ROW
- Tidelands owned by others
- Uplands



Purchase and Sale Agreement

- \$1,300,000
- \$25,000 refundable deposit
- 180 day investigation period

Investigation period

- Proposal from Maul Foster and Alongi included in packet
- \$5,000 initial fatal flaws review
- Various levels of investigation to follow depending on results of fatal flaws review (costs range from \$0 to \$160,000)
- Pile removal requirements, options and costs
- DNR lease assumption options
- Probability of other contaminants

Potential funding sources

- Lease revenues
- Private fund raising
- City reserves
- Other revenues from potential site uses

Questions?

Hunt, Marcia

From: Ross O. Barnes <georbarnes@hotmail.com>
Sent: Tuesday, January 19, 2016 9:49 AM
To: cityclerk; Gere, Laurie; Adams, Brad; Archibald, John; Johnson, Eric; Lovelett, Liz; Miller, Matt; Pickett, Erica; Walters, Ryan (Anacortes City Council)
Subject: Purchase and sales agreement - GEMS, LLC

Please place on the record for the relevant City Council discussion at the January 19, 2016, CC meeting.

January 19, 2016

To:
Anacortes City Council,
Mayor Geer

From:
Ross O. Barnes

RE: Purchase and Sale Agreement - GEMS, LLC

It is not clear from the documents in the meeting package where the City thinks there is \$1.3 mil of value to the City in the GEMS property, nor is there any appraisal to support this valuation. Just because GEMS' initial grossly inflated asking price was much higher does not mean that \$1.3 mil is not also grossly inflated for real value received. There is also no proposal for where or how the City will acquire \$1.3 mil, or any justification for spending such a sum in the face of much higher funding priorities.

I think it was foolish for the City to negotiate a purchase price prior to doing due diligence on this particular property that is encumbered with so many value questions and potential liabilities. Why not negotiate an option period for doing the essential due diligence prior to establishing a price which obviously depends on the results of the diligence investigations?

There is a very thick file on this property submitted to the City by GEMS in support of their misbegotten and aborted hotel/restaurant project which contains much information and reports useful for the City's essential due diligence. Has ANY of this information been analyzed prior to agreeing on a purchase price?

GEMS was clearly suckered into vastly overpaying for a rotting toxic creosote soaked pier, a useless valueless DNR lease, and about 1500' of old railroad ROW property a small portion of which provided upland access to the pier from an adjacent easement. GEMS was suckered because they failed to do essential pre-purchase due diligence concerning their interests in the property. Have they found the next sucker in-line?

DNR lease.

GEMS failed to do due diligence on the DNR lease. The existing DNR lease is specifically limited to activities related to fish processing. GEMS was forced to apply for a new lease supporting their own development plans. The new lease application ran into problems and I think was never issued. Does the City have interest in continuing fish processing operations at the site? Or perhaps owning a hotel/restaurant operation? If not, the lease restrictions render it useless and valueless to the City.

Pier structure.

GEMS failed to do due diligence on the pier. Their first development application proposed to remove existing dilapidated buildings and repair the pier to support their new building construction. However, belated structural, etc. evaluations revealed this was not feasible and GEMS was forced to propose total removal of the existing rotting creosote soaked pier and rebuilding of a new "Cadillac version" pier in the old footprint--all at great expense.

What use has the City for a large rotting toxic pier which is a significant owner liability rather than an asset? The only discernible lasting value in the existing pier is a "grandfathered" over-water footprint that would be essentially impossible to permit under current regulations and environment restrictions. However, the owner liabilities with the existing pier should be subtracted from this "footprint" value. What use does the City have for such a large pier area which is vastly bigger than the perennial "public fishing pier" wish list item? Where will the large sums come from for essential repair and maintenance, or replacement?

Old railroad ROW.

With no discernible net value to the City in the DNR lease or pier structure, but significant liability instead, that leaves the old railroad ROW shoreline tracts as the only property of discernible value to the City. But is that property worth \$1.3 mil? This particular part of the property sale should be relatively easy to appraise.

The City recently proposed to acquire trail easements in this ROW at no cost as a development permit condition; isn't that still the best cost option for the only discernible value to the City in this whole purchase agreement? Compare this \$1.3 mil for about 1500' of trail ROW to what the City paid for about 4 miles of similar railroad ROW from March Point to about 11th St.

Access easement from 'B' Ave.

The purchase and sale agreement does not mention inclusion of the essential upland access easement from the north end of 'B' Ave. The agreement needs to clarify that this easement is part of the sale.

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



City Council Agenda Bill

Meeting Date: 1/19/2016

Agenda Item: 8d

Subject: Public Hearing and 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
X	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 has been scheduled for this 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:
http://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: None

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; INCORPORATING THE WASTEWATER COMPREHENSIVE PLAN INTO THE CITY 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.

1.9 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"). The Wastewater Comprehensive Plan approved and adopted by this Ordinance is hereby incorporated into the City Comprehensive Plan in place of the 1996 Wastewater Plan. Any ordinance inconsistent herewith, is hereby amended to incorporate the Wastewater Comprehensive Plan. Further, the Wastewater Comprehensive Plan shall supersede any City planning document or policy inconsistent or in conflict with the Wastewater Comprehensive 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 January, 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



City of Anacortes Public Works

"Essential Services for our Community"



City of Anacortes

**Wastewater
Comprehensive Plan
2015**



G. Matt Reynolds P.E.
**Assistant Public Works
Director**
City of Anacortes

January 19, 2016



Chapter 1 - INTRODUCTION

Chapter 2 - PLANNING CONSIDERATIONS

Chapter 3 – REGULATORY REQUIREMENTS

Chapter 4 – EXISTING WASTEWATER FACILITIES

Chapter 5 – SYSTEM EVALUATION

Chapter 6 – OPERATION AND MAINTENANCE

Chapter 7 – CAPITAL IMPROVEMENT PLAN

Chapter 8 – FINANCING PLAN



City of Anacortes Public Works
"Essential Services for our Community"



INFLOW AND INFILTRATION (I&I) REDUCTION

INFLOW

INFILTRATION
(most of the problem)

Why a Problem?





Peaking Factor = Peak Flow/Average Flow

Typical Peaking Factor = 2.7

Pre – L District > 4.9

Post – L District = 3.9

**Current Collection System = 280,000 feet of Concrete and
Clay Pipe**

**Recommending \$1M/Year to Rehabilitate Collection
System Over 20 years**



SEA LEVEL RISE

- National Research Council Prediction
- NOAA Extreme High Tide Prediction

TABLE 5-4 ESTIMATED MAXIMUM SEA LEVELS		
2030 Sea Level Rise Projection	Maximum Water Level with 10 year Exceedance Probability	Maximum Water Level with 100 year Exceedance Probability
0.2 Feet (Predicted)	11.2 feet (8.2 + 2.8 + 0.2)	11.6 feet (8.2 + 3.2 + 0.2)
0.7 Feet (Range Maximum)	11.7 feet (8.2 + 2.8 + 0.7)	12.1 feet (8.2 + 3.2 + 0.7)

Effect: WWTP
Collection System



SYSTEM CAPACITY

- Wastewater Treatment Plant

	Plant	Existing Service Area	Population Added	Employee Added	Total 2036 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

- COLLECTION SYSTEM



CLEANING AND INSPECTION

- **No Industry Standards**
- EPA: Average Cleaning = 29.9%
Average Inspection = 6.8%
- Anacortes Goal: Cleaning = 33%
Inspection = 10%
- Requires 1.9 FTE (2-Person Crew)



CAPTIAL IMPROVEMENT PROGRAM

	Table 7-1							
	Capital Improvements Plan							
	2016	2017	2018	2019	2020	2021	2022-2035	Project Totals
Sanitary Sewer Collection System								
Inflow and Infiltration Reduction/Pipe Replacement	\$600,000.00	\$618,000.00	\$737,000.00	\$759,000.00	\$1,000,000.00	\$1,030,000.00	\$18,130,000.00	\$22,874,000.00
Pump Station Upgrades	\$300,000.00	\$309,000.00	\$218,000.00	\$225,000.00	\$231,000.00	\$238,000.00	\$4,188,000.00	\$5,709,000.00
Pump Station #6 Removal							\$200,000.00	\$200,000.00
E Avenue Sewer Extention (at 41st)							\$400,000.00	\$400,000.00
Cap Sante Sewer Extension (7th Street & W Avenue)							\$296,000.00	\$296,000.00
Padilla Heights Road Sewer Extension							\$3,163,000.00	\$3,163,000.00
Reservation Road/Similk Bay Road Sewer Extention							\$1,683,000.00	\$1,683,000.00
Additional Collection System Inspection and Maintenance (Chapter 6)	\$200,000.00	\$206,000.00	\$212,000.00	\$219,000.00	\$225,000.00	\$232,000.00	\$4,083,000.00	\$5,377,000.00
Total Sanitary Sewer Collection System	\$1,100,000.00	\$1,133,000.00	\$1,167,000.00	\$1,203,000.00	\$1,456,000.00	\$1,500,000.00	\$32,143,000.00	\$39,702,000.00
WWTP Improvements								
Incinerator Offgas Scrubbing System	\$1,000,000.00							
Septage Handling Facility Upgrade					\$80,000.00			\$80,000.00
Replace Bar Screens and upgrade grit handling system						\$960,000.00		\$960,000.00
Outfall Maintenance and Rehabilitation	\$275,000.00							\$275,000.00
Influent Pumping Upgrade				210,000				\$210,000.00
Dechlorination/Disinfection Upgrade	\$100,000.00							\$100,000.00
Effluent Pump Station Upgrade				\$150,000.00	\$850,000.00			\$1,000,000.00
Nutrient Removal Upgrade						\$100,000.00		\$100,000.00
Outlet Plenum and Crossover Duct Rehabilitation		\$300,000.00						
Basin Rehabilitation			\$340,000.00					
WWTP Equipment Replacement							\$5,280,000.00	\$4,300,000.00
Total WWTP Improvements	\$1,375,000.00	\$300,000.00	\$340,000.00	\$360,000.00	\$930,000.00	\$1,060,000.00	\$5,280,000.00	\$9,645,000.00
Total Sanitary Sewer 20 Year CIP Costs	\$2,475,000.00	\$1,433,000.00	\$1,507,000.00	\$1,563,000.00	\$2,386,000.00	\$2,560,000.00	\$37,423,000.00	\$49,347,000.00



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning January 25, 2016

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

STUDY SESSION

January 25, 2016

Special Meeting: Resolution 1943 Adopting City of Anacortes 2016 Legislative Priorities
Interlocal Reciprocal Borrowing Agreement with the Central Skagit Rural Library District
Chamber of Commerce Brand Strategy Presentation
Port of Anacortes Airport Tree Removal Project

REGULAR MEETING

February 1, 2016

Special Meeting: Site Visit: 3:00 PM, West 10th Street Replat/PUD, PUD-2015-0001
Resolution 1942: Establishing a Public Hearing Date of March 7, 2016 regarding Martin Vacation
Medical Marijuana Work Plan (Discussion/Possible Action)
West 10th Street Replat/PUD, PUD-2015-0001 (Discussion/Possible Action)

STUDY SESSION

February 8, 2016

Fire Protection/EMS Master Plan: PSC Recommendations (Discussion)

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

STUDY SESSION

February 22, 2016

Fire Protection/EMS Master Plan: PSC Recommendations (Discussion)

REGULAR MEETING

March 7, 2016

Community Development Block Grant (CDBG): Open 30-day Public Comment Period on Community Needs and Applications
Adopt Fire Protection/EMS Policy Recommendations (Action)
Public Hearing: Ordinance 2969 Martin Vacation (Discussion/Possible Action)

STUDY SESSION

March 14, 2016

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

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

Planning, Monday, Jan 25, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)

Finance, Wednesday, Jan 27, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

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
