

**\*\* Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**\*\* Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to [cityclerk@cityofanacortes.org](mailto:cityclerk@cityofanacortes.org) or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



## **Anacortes City Council**

### **Municipal Building Council Chambers**

**\*\* This meeting will be held electronically only \*\***

**February 1, 2021**  
**6:00 PM**

#### **PRELIMINARY AGENDA**

**[Packet Materials](#) / [Watch Meeting](#)**

- 1. Call to Order**
- 2. Announcements and Committee Reports**
  - a. COVID-19 Update (Discussion)
  - b. Finance Committee (Discussion)
  - c. Fiber Committee (Discussion)
  - d. Public Works Committee (Discussion)
- 3. Public Comment**
- 4. Consent Agenda**
  - a. Minutes of January 25, 2021 (Action)
  - b. Approval of claims in the amount of \$768,057.49 (Action)
  - c. Contract Modification: Periodic Review of Shoreline Master Program #19-111-PLN-001 (Action)
  - d. Contract Modification: Grandview Cemetery Expansion - Phase 1 #19-092-PRK-002 (Action)
- 5. Other Business**
  - a. \* Commercial Avenue Complete Streets Project Phase 1 - 11th Street to 13th Street Alternatives (Discussion/Action)

***Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (\*) may do so as those items are considered by Council during the course of the meeting.***

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

- b. Contract Award: Combined Sewer Overflow Pump Station Design #21-025-SEW-001 (Discussion/Action)
  - c. \* Finance Update (Discussion)
  - d. \* Ordinance 3083: Amending the 2020 Budget (Discussion/Action)
6. **Adjournment**

*Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (\*) may do so as those items are considered by Council during the course of the meeting.*

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

## **Anacortes City Council Minutes - January 25, 2021**

### **Call to Order**

Mayor Laurie Gere called to order the Anacortes City Council meeting of January 25, 2021 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Carolyn Moulton was absent.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to Excuse absence of Councilmember Moulton. The motion carried unanimously by voice vote.

### **Announcements and Committee Reports**

Mayor Gere removed Item 5c, Contract Award: F4 Basin Modeling 2020 - Design #20-223-STM-002, from the agenda.

COVID-19 Update: Mayor Gere shared current case statistics for Anacortes, Skagit County, Washington State, and the nation. She reported on vaccination progress and eligibility.

Mayor Gere introduced Interim Fire Chief Mike Ganz.

Planning Committee: Ms. Cleland-McGrath reported from the committee meeting held earlier in the evening. The topics discussed included the International Building Code update that would be addressed later on the agenda, elements of the Critical Areas Ordinance (CAO) update, and legislation pending in Olympia that could affect housing.

Ms. Cleland-McGrath reported from an impromptu Library Committee meeting that had been held to discuss plans for expanding library services when the City is able to move to Phase 2 of the state's reopening plan.

Mr. Young reported from the Skagit County Tourism Promotion Advisory (TPA) board which had met the prior Wednesday.

### **Public Comment**

No one present wished to address the Council on any topic not already on the agenda.

### **Consent Agenda**

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

- a. Minutes of January 19, 2021
- b. Approval of claims in the amount of \$31,635.15  
The following vouchers/checks were approved for payment:  
EFT numbers: 99150 through 99178, total \$25,662.82  
Check numbers: 99179 through 99184, total \$3,293.85  
Wire transfer numbers: 278977 through 279177, total \$2,678.48
- c. Contract Modification: 32nd and M Intersection Design #19-002-TRN-001
- d. Resolution 3015: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231

## **Other Business**

### **Ordinance 3081 Updating International Building Codes to 2018 Version**

Planning Director Don Measamer presented Ordinance 3081 for adoption, following its first read at the regular City Council meeting on January 11, 2021. Mr. Measamer reported that since that meeting, the Governor had decreed that the 2018 IBC would take effect in Washington State on February 1, 2021. He called Council's attention to several changes made to the draft ordinance since its initial presentation, including fire sprinkler requirements and process for appeals of the building code. Mr. Measamer noted that the adoption date had been corrected in the ordinance since its publication in the packet materials for the present meeting.

Assistant Fire Chief Jack Kennedy reiterated his explanation of the rationale for fire sprinklers based on current firefighter staffing levels and state immanent rescue regulations. Chief Kennedy and Mr. Measamer responded to councilmember questions on this topic.

RYAN WALTERS moved, seconded by MATT MILLER, to Approve Ordinance 3081 as presented striking Section 903.2 on page 10 of the draft ordinance.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

### **Contract Award: Wastewater Treatment Plant Outfall Project - Design #20-032-SEW-007**

Public Works Director Fred Buckenmeyer requested City Council consent to award a contract in the amount of \$991,523.18 to HDR Engineering, Inc. to perform the final design of the outfall, including both the onshore and offshore portions of the outfall, along with investigations to support the outfall design for the Wastewater Treatment Plant Outfall project. He briefly summarized the project and the scope of services for the proposed contract. Mr. Buckenmeyer recommended approval of the contract.

ANTHONY YOUNG moved, seconded by MATT MILLER, to authorize the Mayor to sign contract 20-032-SEW007 with HDR Engineering, Inc. in the amount of \$991,523.18 to perform the Wastewater Treatment Plant Outfall - Design.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

### **Contract Award: F4 Basin Modeling 2020 - Design #20-223-STM-002**

Postponed to a future date.

### **Contract Award: Anchor QEA Master Services Agreement #21-024-LEG-001**

City Attorney Darcy Swetnam requested Council consent to enter into a Master Service Agreement with Anchor QEA for both cleanup and demolition planning for the water treatment plant site under the Model Toxics Cleanup Act and to support an agreed order process with the Department of Ecology on the A Avenue Landfill site. Ms. Swetnam said the City has a good working relationship with Anchor QEA said it would be most efficient to enter into a contract with them to support the City's work on these two cleanup sites. Her slide presentation provided additional background on the two projects; her slides were added to the packet materials for the meeting. Ms. Swetnam recommended approval of the agreement with Anchor QEA.

Ms. Swetnam and Mr. Buckenmeyer responded to councilmember questions about funding sources for the two task orders and the potential need to update solid waste rates in the future.

RYAN WALTERS moved, seconded by MATT MILLER, to authorize the contract as presented with the addition of a Not To Exceed clause in the amount of \$458,400 for the entire agreement.

**Anacortes City Council Minutes - January 25, 2021**

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

**Resolution 3014: Legislative Priorities**

Administrative Services Director Emily Schuh presented draft Resolution 3014 adopting the City's legislative priorities for 2021. She provided background on the upcoming legislative session and invited councilmember feedback and revisions on the draft priorities.

RYAN WALTERS moved, seconded by MATT MILLER, to approve Resolution 3014 adopting the City's 2021 legislative priorities, with deletion of "Support SB 5012 Short Term Rental Tax, HB 1035 Tax Exemptions for Affordable Housing" in the Housing stability assistance priority.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

**Adjournment**

There being no further business, at approximately 7:25 PM p.m. the Anacortes City Council meeting of January 25, 2021 was adjourned.

**The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 1, 2021 City Council meeting:**  
[Download this file in OpenDocument spreadsheet format.](#)

| Invoice Doc # | Transaction Date | Invoice #    | Vendor Full Name              | Description                                                       | Total Amount | Approval Queue |
|---------------|------------------|--------------|-------------------------------|-------------------------------------------------------------------|--------------|----------------|
| 279561        | 8/31/2020        | 042          | WIDENER & ASSOCIATES          | FEMA FUNDING FOR STORMWATER REPAIRS - AUGUST 2020                 | \$ 3,345.60  | pw1            |
| 279317        | 10/5/2020        | BR-0007083   | GOBLE SAMPSON ASSOCIATES, INC | PUMP REPAIR X 3                                                   | \$ 18,774.95 | dwtp           |
| 279560        | 10/31/2020       | 067          | WIDENER & ASSOCIATES          | FEMA FUNDING FOR STORMWATER REPAIRS - OCTOBER 2020                | \$ 5,815.60  | pw1            |
| 279567        | 11/15/2020       | INV00012367  | DEMCO SOFTWARE                | 2021 DEMCO PASSPORT SIGNUP SERVICE                                | \$ 35.39     | publib         |
| 279563        | 11/30/2020       | 080          | WIDENER & ASSOCIATES          | WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES - NOV 2020 | \$ 32,610.00 | pw1            |
| 278671        | 12/1/2020        | 2020 invoice | FRIENDS OF THE FOREST         | 2020 FOREST EDUCATION AND OUTREACH SERVICES                       | \$ 6,000.00  | parks1         |
| 279236        | 12/1/2020        | 210471263    | SURETY PEST CONTROL           | OPS: PEST CONTROL                                                 | \$ 65.28     | dshop          |
| 279414        | 12/15/2020       | TRFINV027254 | NEWMAN SIGNS, INC             | SIGN MATERIALS                                                    | \$ 527.67    | dshop          |
| 279416        | 12/17/2020       | 2021-119     | NORTHWEST BIOSOLIDS           | 2021 MEMBERSHIP DUES                                              | \$ 262.50    | dwwtp          |
| 279505        | 12/20/2020       | 9869587075   | VERIZON WIRELESS              | WWTP SCADA COMMUNICATIONS 11/21-12/20/20                          | \$ 1,121.51  | dwwtp          |
| 279319        | 12/22/2020       | BR-0007206   | GOBLE SAMPSON ASSOCIATES, INC | TUBING                                                            | \$ 1,338.24  | dwtp           |
| 278617        | 12/28/2020       | 1114041049   | FERRELLGAS, LP                | CARETAKER PROPANE FILL UP WA PARK 12/28/20                        | \$ 133.92    | parks1         |
| 279396        | 12/28/2020       | 12722        | NORTHWEST CLEAN AIR AGENCY    | 2021 LOCAL ASSESSMENT - PER CAPITA FEE                            | \$ 6,163.50  | finance        |
| 279407        | 12/28/2020       | 1679854350   | WILSON DDS, NICHOLAS J        | DENTAL SERVICES FOR LOEFF 1                                       | \$ 13.00     | hr             |
| 279554        | 12/30/2020       | IN938867     | NOANET                        | MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DEC 2020           | \$ 24,752.50 | fiber          |
| 279523        | 12/30/2020       | 210468676    | SURETY PEST CONTROL           | SURETY PEST CONTROL                                               | \$ 66.37     | publib         |
| 279624        | 12/31/2020       | 962408/1     | ACE HARDWARE                  | CITY CHRISTMAS LIGHTS                                             | \$ 2,661.47  | plan           |
| 279320        | 12/31/2020       | 438          | BOYS & GIRLS CLUBS            | DEC - LUNCH PROGRAM SERVICE PROVISION                             | \$ 40.00     | finance        |
| 279245        | 12/31/2020       | 00714-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 182.00    | court          |
| 279275        | 12/31/2020       | 00701-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 201.50    | court          |
| 279276        | 12/31/2020       | 00700-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 32.50     | court          |
| 279277        | 12/31/2020       | 00670-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 71.50     | court          |
| 279278        | 12/31/2020       | 00682-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 13.00     | court          |
| 279279        | 12/31/2020       | 00669-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 52.00     | court          |
| 279280        | 12/31/2020       | 00684-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 13.00     | court          |
| 279281        | 12/31/2020       | 00683-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 45.50     | court          |
| 279282        | 12/31/2020       | 00698-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                     | \$ 39.00     | court          |

| Invoice Doc # | Transaction Date | Invoice #    | Vendor Full Name              | Description                                                                     | Total Amount | Approval Queue |
|---------------|------------------|--------------|-------------------------------|---------------------------------------------------------------------------------|--------------|----------------|
| 279283        | 12/31/2020       | 00704-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                                   | \$ 52.00     | court          |
| 279284        | 12/31/2020       | 00706-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                                   | \$ 26.00     | court          |
| 279285        | 12/31/2020       | 00540-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                                   | \$ 65.00     | court          |
| 279286        | 12/31/2020       | 00594-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                                   | \$ 253.50    | court          |
| 279287        | 12/31/2020       | 00717-DEC20  | CAMPBELL LAW FIRM             | PUB DEF CONFL                                                                   | \$ 78.00     | court          |
| 279538        | 12/31/2020       | 2020-23      | CURTIS EMERGENCY SERVICES LLC | EMERGENCY MANAGEMENT SERVICES - DECEMBER 2020                                   | \$ 620.00    | medic          |
| 279529        | 12/31/2020       | 001COA       | FABER CONSTRUCTION CORP       | WATER LINE REVISION 30TH & Q                                                    | \$ 12,850.39 | pw1            |
| 279579        | 12/31/2020       | 2545584      | KING, MICHAEL L               | VISION SERVICES COPAYS, LEOFF RETIREE                                           | \$ 152.46    | hr             |
| 279555        | 12/31/2020       | IN938868     | NOANET                        | MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DEC 2020                         | \$ 1,650.00  | fiber          |
| 279557        | 12/31/2020       | IN938869     | NOANET                        | MUNICIPAL FIBER NETWORK COORDINATED SERVICES - DEC 2020                         | \$ 7,245.00  | fiber          |
| 279539        | 12/31/2020       | 1632         | SKAGIT CONSERVATION DISTRICT  | NPDES PHASE II PUBLIC OUTREACH AND EDUCATION 2020 - DECEMBER 2020               | \$ 2,446.68  | pw1            |
| 279546        | 12/31/2020       | 1820         | SKAGIT COUNCIL OF GOVERNMENTS | STAFFING SRVCS FOR GROWTH MANAGEMENT ACT SUPPORT IN SK COUNTY - 10/1-12/31/20   | \$ 404.01    | plan           |
| 279310        | 12/31/2020       | 1220233717   | SKAGIT PUBLISHING LLC         | SPILL AD                                                                        | \$ 1,105.00  | pw1            |
| 279562        | 12/31/2020       | 093          | WIDENER & ASSOCIATES          | SKAGIT RIVER 42" WATER LINE PROJECT - DESIGN ASSISTANCE & PERMITTING - DEC 2020 | \$ 2,400.00  | pw1            |
| 279564        | 12/31/2020       | 094          | WIDENER & ASSOCIATES          | WASTEWATER TREATMENT PLANT OUTFALL PERMITTING SERVICES - DEC 2020               | \$ 81,466.57 | pw1            |
| 279504        | 1/1/2021         | 190-1840-00  | CITY OF ANACORTES             | WWTP 12/1-12/31/20                                                              | \$ 5,807.71  | dwwtp          |
| 279415        | 1/1/2021         | JAN 2021     | KORTERUD, WAYNE D             | INDIGENT SCREENING SERVICES                                                     | \$ 375.00    | court          |
| 279524        | 1/1/2021         | 012322880    | XEROX CORPORATION             | XEROX MACHINE 11/21-12/21/20                                                    | \$ 18.90     | publib         |
| 279506        | 1/4/2021         | WAANA130824  | FASTENAL COMPANY              | MAINTENANCE SUPPLIES                                                            | \$ 64.95     | dwwtp          |
| 279553        | 1/4/2021         | 20411.20-1   | GRAY & OSBORNE INC            | ON-CALL STORMWATER ENGINEERING SERVICES - 27TH ST. DEC 2020                     | \$ 785.50    | plan           |
| 279533        | 1/4/2021         | 400002948729 | PUGET SOUND ENERGY INC        | COMMERICAL AVE KING NEW RETROFIT KITS                                           | \$ 2,935.32  | pw1            |
| 279552        | 1/4/2021         | 12660        | SKILLINGS CONNOLLY, INC       | WWTP NPDES SEDIMENT SAMPLING - 11/26/20-12/25/20                                | \$ 1,008.32  | dwwtp          |
| 279548        | 1/4/2021         | 2517         | SOUND LAW CENTER, LLC         | 2020 HEARING EXAMINER SERVICES - DECEMBER 2020                                  | \$ 600.00    | plan           |
| 279228        | 1/5/2021         | 01/05/2021   | NORTHWEST PARKING EQUIPMENT   | 1ST QUARTER MAINTENANCE BOAT RAMP                                               | \$ 522.24    | parks1         |
| 279536        | 1/7/2021         | 942          | AQUA-TERR SYSTEMS INC         | VOLUNTEER PARK/SMILEY'S BOTTOM CRITICAL AREAS REPORT/MANAGEMENT PLA             | \$ 829.99    | plan           |
| 279239        | 1/7/2021         | 93043016     | CHEMTRADE CHEMICALS US LLC    | ALUMINUM SULFATE                                                                | \$ 5,195.50  | dwwtp          |

| Invoice Doc # | Transaction Date | Invoice #     | Vendor Full Name               | Description                                                                    | Total Amount  | Approval Queue |
|---------------|------------------|---------------|--------------------------------|--------------------------------------------------------------------------------|---------------|----------------|
| 279199        | 1/7/2021         | 465094        | USA BLUE BOOK                  | FLUORIDE STANDARD 1 AND 2, AND REAGENT                                         | \$ 247.64     | dwtpt          |
| 279200        | 1/7/2021         | 465115        | USA BLUE BOOK                  | PH ELECTRODE                                                                   | \$ 677.60     | dwtpt          |
| 279549        | 1/8/2021         | 0169556       | GEOENGINEERS, INC.             | LONGVIEW AVENUE REPAIRS - CRITICAL AREAS REPORTING - 11/28/20-12/31/20         | \$ 2,273.88   | pw1            |
| 279531        | 1/8/2021         | 1200320716    | HDR ENGINEERING, INC           | SK RIVER RAW WATER PIPELINE/CLEARWELL - CONSTRUCTION MANAGEMENT 11/22-12/26/20 | \$ 14,381.36  | pw1            |
| 279532        | 1/8/2021         | 1200320713    | HDR ENGINEERING, INC           | SANITARY SEWER STORAGE STUDY - 11/22/20-12/26/20                               | \$ 19,479.36  | pw1            |
| 279240        | 1/8/2021         | 48899616      | UNIVAR USA INC                 | CAUSTIC SODA                                                                   | \$ 3,812.28   | dwtpt          |
| 279373        | 1/11/2021        | 281001309     | ALFA LAVAL INC                 | MAINTENANCE SUPPLIES                                                           | \$ 1,547.48   | dwwtpt         |
| 279623        | 1/11/2021        | 92655         | BLYTHE PLUMBING & HEATING, INC | CITY HALL HVAC MAINTENANCE                                                     | \$ 1,880.89   | pwfac          |
| 279625        | 1/11/2021        | 94018         | BLYTHE PLUMBING & HEATING, INC | WTP HEATER REPAIRS                                                             | \$ 2,462.22   | pwfac          |
| 279509        | 1/11/2021        | WAANA130935   | FASTENAL COMPANY               | MAINTENANCE SUPPLIES                                                           | \$ 206.15     | dwwtpt         |
| 279238        | 1/11/2021        | 728200        | HASA, INC                      | SODIUM HYPOCHLORITE                                                            | \$ 3,766.69   | dwtpt          |
| 279003        | 1/11/2021        | 300000000343  | PUGET SOUND ENERGY INC         | PARKS/CEM/WASH.PARK/FAC/DEPOT 12/7-1/6/21                                      | \$ 4,047.67   | parks1         |
| 279412        | 1/11/2021        | 300000300008  | PUGET SOUND ENERGY INC         | WWTP 12/8-1/6/21                                                               | \$ 20,467.37  | dwwtpt         |
| 279233        | 1/11/2021        | 211318082     | SURETY PEST CONTROL            | OPS: PEST CONTROL                                                              | \$ 65.28      | dshop          |
| 279404        | 1/12/2021        | 1255576864    | GRAY, MATTHEW                  | DENTAL SERVICES FOR LEOFF 1 RETIREE                                            | \$ 2,000.00   | hr             |
| 279559        | 1/12/2021        | 10214970INV11 | HDR ENGINEERING, INC           | WASTEWATER TREATMENT PLANT OUTFALL PRE-DESIGN - PHASE 2 - 11/22-12/26/20       | \$ 107,562.86 | pw1            |
| 279551        | 1/12/2021        | 2021-0073     | THE WATERSHED COMPANY          | PERIODIC REVIEW OF SHORELINE MASTER PROGRAM - THROUGH 12/31/20                 | \$ 2,555.00   | plan           |
| 279226        | 1/12/2021        | 331 0556219   | UNIFIRST CORPORATION           | WATER CREW LAUNDRY                                                             | \$ 39.26      | wdist          |
| 279577        | 1/12/2021        | 331 0556260   | UNIFIRST CORPORATION           | UNIFORM LAUNDRY                                                                | \$ 37.07      | fiber          |
| 279390        | 1/13/2021        | 17771911      | MCKESSON MEDICAL-SURGICAL      | PHARMACEUTICALS                                                                | \$ 36.05      | medic          |
| 279237        | 1/13/2021        | 0262950-IN    | REISNER DISTRIBUTOR INC        | OILS                                                                           | \$ 3,399.75   | dwtpt          |
| 279195        | 1/13/2021        | 331 0556397   | UNIFIRST CORPORATION           | WTP LAUNDRY SERVICE                                                            | \$ 95.15      | dwtpt          |
| 279530        | 1/14/2021        | 10536-12-20   | BERK CONSULTING, INC.          | PARK IMPACT FEE UPDATE - DEC 2020                                              | \$ 4,821.25   | parks1         |
| 279508        | 1/14/2021        | 0951673       | FERGUSON ENTERPRISES, INC      | MAINTENANCE SUPPLIES                                                           | \$ 238.75     | dwwtpt         |
| 279571        | 1/14/2021        | 9319618446    | GRAYBAR ELECTRIC COMPANY, INC  | FIBER OPTIC SPLICE CLOSURES                                                    | \$ 2,146.59   | fiber          |
| 279574        | 1/14/2021        | 9319605880    | GRAYBAR ELECTRIC COMPANY, INC  | MULTI-PORT SERVICE TERMINALS                                                   | \$ 1,301.28   | fiber          |
| 279376        | 1/14/2021        | 1510671       | POLYDYNE, INC                  | OPERATING SUPPLIES                                                             | \$ 3,378.24   | dwwtpt         |
| 279503        | 1/14/2021        | 9146          | RUBBER GRANULATORS INC         | DISPOSAL OF JUNK TIRES                                                         | \$ 112.00     | dshop          |
| 279403        | 1/14/2021        | 1285093385    | SMILES DENTAL GROUP            | DENTAL SERVICES LEOFF1 RETIREE                                                 | \$ 352.00     | hr             |
| 279241        | 1/14/2021        | 113153        | WALTON BEVERAGE COMPANY, INC   | WTP BREAKROOM SUPPLIES                                                         | \$ 122.50     | dwtpt          |
| 279520        | 1/15/2021        | X235          | BLYTHE PLUMBING & HEATING, INC | WTP BOILER REPLACEMENT                                                         | \$ 26,013.96  | pw1            |
| 279575        | 1/15/2021        | 9319625186    | GRAYBAR ELECTRIC COMPANY, INC  | MULTI-PORT SERVICE TERMINAL                                                    | \$ 334.79     | fiber          |

| Invoice Doc # | Transaction Date | Invoice #           | Vendor Full Name              | Description                                                      | Total Amount | Approval Queue |
|---------------|------------------|---------------------|-------------------------------|------------------------------------------------------------------|--------------|----------------|
| 279270        | 1/15/2021        | MV247006            | MOTOR TRUCKS, INC             | VALVE DRAIN #511                                                 | \$ 181.44    | dshop          |
| 279379        | 1/15/2021        | 205910              | NAPA                          | OPERATING SUPPLIES- #130                                         | \$ 59.22     | dshop          |
| 279231        | 1/15/2021        | 58-43 JAN15         | SKAGIT COUNTY INVESTIGATIONS  | PUB DEF INVEST                                                   | \$ 137.50    | court          |
| 279397        | 1/15/2021        | 9503512093          | TELEFLEX LLC                  | EZ-IO NEEDLES - 25MM                                             | \$ 1,115.50  | medic          |
| 279243        | 1/16/2021        | 148541              | LAKESIDE INDUSTRIES, INC.     | DUMP FEES                                                        | \$ 24.96     | dshop          |
| 279244        | 1/16/2021        | 148542              | LAKESIDE INDUSTRIES, INC.     | ASPHALT                                                          | \$ 1,894.80  | dshop          |
| 279271        | 1/17/2021        | 8498 30 017 0543538 | COMCAST                       | DEPOT INTERNET 611 R AVENUE - 1/22-2/21/2021                     | \$ 186.16    | parks1         |
| 279227        | 1/17/2021        | 01/17/2021          | SIGNATURE TREE SERVICE        | TREE REMOVAL 8TH STREET                                          | \$ 761.60    | dshop          |
| 279572        | 1/18/2021        | 9319648489          | GRAYBAR ELECTRIC COMPANY, INC | MULTI-PORT SERVICE TERMINALS                                     | \$ 769.94    | fiber          |
| 279576        | 1/18/2021        | 9319648490          | GRAYBAR ELECTRIC COMPANY, INC | MULTI-PORT SERVICE TERMINALS                                     | \$ 1,073.28  | fiber          |
| 279527        | 1/18/2021        | 50893               | ROBINSON BROTHERS             | MUNICIPAL BROADBAND NETWORK - LIBRARY TO MSTs AERIAL AREAS 3.4.6 | \$ 72,137.45 | fiber          |
| 279370        | 1/18/2021        | 216716              | SCOTT RICHARDS INSURANCE, INC | BUSINESS AUTO - RENEW POLICY 1/1/21-12/31/2021                   | \$ 48,337.00 | finance        |
| 279266        | 1/19/2021        | 294293B             | BAY CITY SUPPLY               | COVID-19 PPE PURELL HAND SANITIZER                               | \$ 92.22     | pwfac          |
| 279267        | 1/19/2021        | 294860A             | BAY CITY SUPPLY               | FACILITY SUPPLIES                                                | \$ 537.18    | pwfac          |
| 279273        | 1/19/2021        | 09533335            | FERGUSON ENTERPRISES, INC     | PUMPS / PARTS                                                    | \$ 641.48    | wdist          |
| 279274        | 1/19/2021        | 0953333             | FERGUSON ENTERPRISES, INC     | FAST GRIP GASKETS                                                | \$ 983.88    | wdist          |
| 279573        | 1/19/2021        | 9319668771          | GRAYBAR ELECTRIC COMPANY, INC | FIBER OPTIC CONNECTORS                                           | \$ 4,119.98  | fiber          |
| 279386        | 1/19/2021        | 331 0557295         | UNIFIRST CORPORATION          | WATER CREW LAUNDRY                                               | \$ 39.26     | wdist          |
| 279570        | 1/19/2021        | 331 0557325         | UNIFIRST CORPORATION          | UNIFORM LAUNDRY                                                  | \$ 37.07     | fiber          |
| 279234        | 1/20/2021        | 2103                | APERTURE EQ LLC               | HALF-DAY TRAINING: "ART & SCIENCE OF DE-ESCALATION"              | \$ 1,800.00  | finance        |
| 279393        | 1/20/2021        | 6095256             | CARDINAL HEALTH 110, INC.     | PHARMACEUTICALS                                                  | \$ 5.89      | medic          |
| 279268        | 1/20/2021        | N559360             | CORE & MAIN LP                | VALVE BOX TOP                                                    | \$ 394.30    | wdist          |
| 279417        | 1/20/2021        | LAU WA W683 20      | DEPARTMENT OF ECOLOGY         | LAB ACCREDITATION RENEWAL                                        | \$ 920.00    | dwwtp          |
| 279507        | 1/20/2021        | 0953101             | FERGUSON ENTERPRISES, INC     | MAINTENANCE SUPPLIES                                             | \$ 735.46    | dwwtp          |
| 279517        | 1/20/2021        | 184738              | INFOSEND, INC.                | PROGRAMMING FEE - FIBER & SEPTAGE & GRAPH                        | \$ 640.00    | finance        |
| 279405        | 1/20/2021        | S6-6038223          | SEATTLE AUTOMOTIVE DIST INC   | BRAKES, ROTORS, BEARINGS #016                                    | \$ 582.04    | dshop          |
| 279537        | 1/20/2021        | Pay App 7           | SRV CONSTRUCTION, INC         | SHIP HARBOR AND SR20 SPUR INTERSECTION IMPROVEMENTS PROJECT      | \$ 57,783.95 | pw1            |
| 279242        | 1/20/2021        | 331 0557461         | UNIFIRST CORPORATION          | WTP LAUNDRY SERVICE                                              | \$ 96.23     | dwwtp          |
| 279314        | 1/21/2021        | 294293C             | BAY CITY SUPPLY               | COVID-19 PPE MINDEX MULTISURFACE DISINFECTANT                    | \$ 456.15    | pwfac          |
| 279322        | 1/21/2021        | 795 700 0000 4      | CASCADE NATURAL GAS CORP.     | CITY HALL 12/18-1/20/2021                                        | \$ 1,262.22  | finance        |
| 279381        | 1/21/2021        | 710 300 0000 5      | CASCADE NATURAL GAS CORP.     | OPS 12/18/20 - 1/19/21                                           | \$ 697.16    | dshop          |
| 279398        | 1/21/2021        | 169 400 0000 9      | CASCADE NATURAL GAS CORP.     | STA 2: 12/18 - 1/20/21                                           | \$ 200.50    | medic          |
| 279399        | 1/21/2021        | 674 400 0000 7      | CASCADE NATURAL GAS CORP.     | STA 1: 12/18 - 1/20/21                                           | \$ 349.17    | medic          |
| 279409        | 1/21/2021        | 638 000 0000 0      | CASCADE NATURAL GAS CORP.     | 411 HILLCREST DR. #B, 12/18 - 1/20/21                            | \$ 144.76    | parks1         |

| Invoice Doc # | Transaction Date | Invoice #      | Vendor Full Name              | Description                                                                 | Total Amount | Approval Queue |
|---------------|------------------|----------------|-------------------------------|-----------------------------------------------------------------------------|--------------|----------------|
| 279410        | 1/21/2021        | 538 000 0000 1 | CASCADE NATURAL GAS CORP.     | 411 HILLCREST DR. 12/18-01/19/21                                            | \$ 45.09     | parks1         |
| 279510        | 1/21/2021        | 260 037 3822 1 | CASCADE NATURAL GAS CORP.     | 611 R AVENUE 12/18-1/20/21                                                  | \$ 398.40    | parks1         |
| 279511        | 1/21/2021        | 299 800 0000 4 | CASCADE NATURAL GAS CORP.     | 12/18-1/20/21 MUSEUM                                                        | \$ 204.73    | museum         |
| 279513        | 1/21/2021        | 912 800 0000 0 | CASCADE NATURAL GAS CORP.     | 1218-1/20/21 CARNEGIE                                                       | \$ 406.50    | museum         |
| 279522        | 1/21/2021        | 154 700 0000 9 | CASCADE NATURAL GAS CORP.     | LIBRARY 12/18-1/20/21                                                       | \$ 1,586.54  | publib         |
| 279541        | 1/21/2021        | 038 200 0000 2 | CASCADE NATURAL GAS CORP.     | APD 12/18-1/20/21                                                           | \$ 825.54    | apd            |
| 279550        | 1/21/2021        | 440 400 0000 0 | CASCADE NATURAL GAS CORP.     | FIDALGO CENTER 12/18-01/20/21                                               | \$ 765.92    | parks1         |
| 279556        | 1/21/2021        | 917 600 0000 9 | CASCADE NATURAL GAS CORP.     | 1915 13TH ST. 12/18-01/20/21                                                | \$ 97.46     | parks1         |
| 279394        | 1/21/2021        | 93051412       | CHEMTRADE CHEMICALS US LLC    | ALUMINUM SULFATE                                                            | \$ 5,350.07  | dwtpt          |
| 279565        | 1/21/2021        | 9319710614     | GRAYBAR ELECTRIC COMPANY, INC | GPON WALLBOXES                                                              | \$ 6,813.87  | fiber          |
| 279568        | 1/21/2021        | 9319710613     | GRAYBAR ELECTRIC COMPANY, INC | GPON WALLPLATES                                                             | \$ 3,970.38  | fiber          |
| 279569        | 1/21/2021        | 9319710612     | GRAYBAR ELECTRIC COMPANY, INC | MULTI-PORT SERVICE TERMNALS                                                 | \$ 912.38    | fiber          |
| 279375        | 1/21/2021        | 206465         | NAPA                          | OPERATING SUPPLIES- #130                                                    | \$ 30.66     | dshop          |
| 279378        | 1/21/2021        | 206503         | NAPA                          | ATF OIL- #130                                                               | \$ 13.02     | dshop          |
| 279380        | 1/21/2021        | 0264074-IN     | REISNER DISTRIBUTOR INC       | DIESEL- #6966, #6967, #6968                                                 | \$ 17,900.82 | dshop          |
| 279321        | 1/21/2021        | 5061258809     | RICOH USA, INC                | S/N C86112175 3RD FL COPIER 10/21/20-1/20/2021                              | \$ 723.90    | finance        |
| 279543        | 1/21/2021        | 51474          | SKAGIT COUNTY GOVERNMENT      | QTR 4 2020; SPILLMAN                                                        | \$ 26,608.50 | apd            |
| 279566        | 1/21/2021        | 904            | SKAGIT COUNTY PUBLIC HEALTH   | PROVISION OF COMMUNITY SRVCS @ ANACORTES SENIOR CENTER - OCT, NOV, DEC 2020 | \$ 9,362.50  | parks1         |
| 279401        | 1/21/2021        | 8335           | URBAN FORESTRY SERVICES, INC  | ARMSTRONG MAPLE                                                             | \$ 179.03    | pw1            |
| 279272        | 1/21/2021        | 113174         | WALTON BEVERAGE COMPANY, INC  | OPS BREAKROOM SUPPLIES                                                      | \$ 119.25    | dshop          |
| 279391        | 1/21/2021        | 113173         | WALTON BEVERAGE COMPANY, INC  | AFD BREAKROOM SUPPLIES                                                      | \$ 98.50     | medic          |
| 279413        | 1/22/2021        | 989 800 0000 8 | CASCADE NATURAL GAS CORP.     | WWTP 12/18-1/20/21                                                          | \$ 13.00     | dwwtp          |
| 279374        | 1/22/2021        | 206624         | NAPA                          | WIPER BLADES- #130                                                          | \$ 26.50     | dshop          |
| 279534        | 1/22/2021        | P0002-41       | QCC QUALITY CONTROLS CORP.    | ON CALL PROFESSIONAL SERVICES AT WTP - DECEMBER 2020                        | \$ 77.50     | dwtpt          |
| 279392        | 1/22/2021        | 0263413-IN     | REISNER DISTRIBUTOR INC       | BREATHING FILTERS, GEAR OIL                                                 | \$ 5,799.85  | dwtpt          |
| 279402        | 1/22/2021        | B12918072      | SHI INTERNATIONAL CORP.       | ADOBE ANNUAL RENEWAL 2/11/21-2/10/2022                                      | \$ 6,656.96  | infosys        |
| 279371        | 1/22/2021        | 8181293619     | SHRED-IT USA, LLC             | CONTAINER SHREDDING - CITY HALL 1/15/21                                     | \$ 55.47     | finance        |
| 279540        | 1/22/2021        | 8181291429     | SHRED-IT USA, LLC             | OLD RECORDS DESTROYED - APD                                                 | \$ 67.51     | apd            |
| 279547        | 1/22/2021        | 1746859        | STANTEC CONSULTING SERVICES   | PASS LAKE 10" WATERLINE DESIGN - THROUGH 12/31/20                           | \$ 3,363.75  | pw1            |
| 279528        | 1/22/2021        | 211317695      | SURETY PEST CONTROL           | LIBRARY PEST CONTROL (1-22-2021)                                            | \$ 66.37     | publib         |
| 279544        | 1/24/2021        | 21-0145        | SEAHURST ELECTRIC, INC        | ELECTRICAL SUPPORT FOR MCC RECONFIGURATION                                  | \$ 1,529.85  | dwtpt          |
| 279535        | 1/25/2021        | SIN038476      | MAGNET FORENSICS              | DIGITAL FORENSIC TOOLS FOR APD DETECTIVES 2/1/21-1/31/22                    | \$ 7,752.01  | apd            |
| 279620        | 1/26/2021        | AFC EIP #7     | ANACORTES FAMILY CENTER       | CDBG-CV EMERGENCY INCOME PAYMENT                                            | \$ 1,500.00  | plan           |

| Invoice<br>Doc # | Transaction<br>Date | Invoice # | Vendor Full Name  | Description          | Total<br>Amount | Approval<br>Queue |
|------------------|---------------------|-----------|-------------------|----------------------|-----------------|-------------------|
| 279389           | 2/1/2021            | 20210201  | CHOWANEC, WILLIAM | STA 3 RENT: FEBRUARY | \$ 2,340.00     | medic             |

**Total** **\$768,057.49**



# City Council Contract Agenda Bill

**Meeting Date:** 2/1/2021    **Agenda Item:** 4c

**Subject:** Contract Modification – Periodic Review of The Shoreline Master Program  
#19-111-PLN-001

**Staff Contact:** Don Measamer

**Approved for Submittal to Council by:**  
Darcy Swetnam, City Attorney

**Action Type:** Contract Modification

**Summary Statement:** City staff seeks Council consent to issue a contract modification to The Watershed Company in the amount of \$19,974.00, increasing the total contract price to \$64,283.00, to allow them to assist staff with review and responses to public comments received, review and edits of final SMP documents, preparation of the draft SMP for City Council review, attendance at public meetings, and preparation of the final SMP, including a codified version.

**Background:**

1. **Reason for Contract Change:** A high volume of public comments were received during the public comment period, requiring a higher level of effort to review and provide responses than originally anticipated. Additional public meetings are likely to be needed to complete the update process.
2. **History:** The periodic update to the Shoreline Master Program (SMP) is mandated by the State Shoreline Management Act. To date, public meetings have been held, draft amendments identified, and public hearing and public comment period completed.
3. **Key Terms:**
  - Contract is for a fixed price of \$64,283.00.
  - The term is through 12/31/21.
4. **Competitive Bidding:** This work is considered a personal service and there are no statutory requirements for procurement.

**Previous Council/Committee Action:** N/A

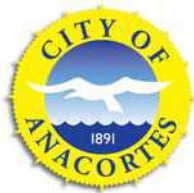
**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign a modification to contract 19-111-PLN-001 with The Watershed Company in the amount of \$19,974.00, increasing the total contract price to \$64,283.00.

**Alternative Actions:** Not approve the contract modification

**Attachments:** Contract 19-111-PLN-001 Modification 02

|                                          |                       |
|------------------------------------------|-----------------------|
| Consultant                               | The Watershed Company |
| Original Agreement Amount                | \$44,309.00           |
| Current Agreement Amount                 | \$44,309.00           |
| Change Per this Modification             | \$19,974.00           |
| Total After Modification                 | \$64,283.00           |
| All Mods % Increase from Original Amount | 45.07%                |
| Earmarked Funds                          | \$140,000.00          |
| BARS #                                   | 001.240.558.60.41     |
| Paid on Contract as of 1/26/21           | \$44,295.22           |
| Budget Amendment Required?               | No                    |
| Start Date                               | Inception             |
| End Date                                 | 12/31/21              |



Contract Number 19-111-PLN-001  
MODIFICATION 02

Date February 1, 2021  
Page 1 of 1 Pages

Project Title Periodic Review Of The Shoreline Master Program  
Prime Contractor The Watershed Company

**BACKGROUND**

In accordance with Article 15. Changes/Additional Work, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from \$44,309.00 by \$19,974.00 to \$64,283.00.

Accordingly, the following changes are incorporated under this contract:

**Article 1. Scope of Work:** Insert the following as the second paragraph under Article I:

“The work as described above is hereby amended per Modification 02. The Consultant shall perform the work as detailed in Exhibit C, which is hereby incorporated by reference and made a part hereof, in order to complete the periodic update of the City’s Shoreline Master Program.”

**Article 2. Price and Payment Terms:** Insert the following as the second paragraph under Article 2:

“Per Modification 02, the total contract price is modified to reflect the changes listed in Article I. Work, and shall be on a time and materials basis not-to-exceed **Sixty-Four Thousand Two Hundred Eighty-Three Dollars (\$64,283.00)**. Payments for services provided under Modification 02 shall be in accordance with Exhibit C.”

**Article 3. Period of Performance:** Delete in its entirety and insert the following:

“The period of performance under this Agreement is from inception through December 31, 2021.”

All other terms of the contract remain unchanged.

**CITY OF ANACORTES**

**THE WATERSHED COMPANY**

By \_\_\_\_\_  
Laurie Gere, Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

|                              |                    |                                       |                 |
|------------------------------|--------------------|---------------------------------------|-----------------|
| Original Agreement Amount    | <u>\$44,309.00</u> | Original Contract Completion Date     | <u>6/30/20</u>  |
| Current Agreement Amount     | <u>\$44,309.00</u> | Current Contract Completion Date      | <u>6/30/21</u>  |
| Change Per this Modification | <u>\$19,974.00</u> | Net Change                            | <u>184 Days</u> |
| Total After Modification     | <u>\$64,283.00</u> | Contract Completion Date After Change | <u>12/31/21</u> |

# CONTRACT 19-111-PLN-001

## EXHIBIT C

### PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM

#### SCOPE OF WORK

#### City of Anacortes

The following tasks have been identified as necessary to complete the periodic update of the City's Shoreline Master Program.

1. **Assist staff in responding to comments.** The Watershed team will review and respond to public comment received during the 30-day public comment period in a comment response matrix categorized by author, date, and issue and provide recommendations or rationale to address each item.
2. **Review and edit final document(s) and submit for Ecology's Initial Determination.** The Watershed team will provide a final review and edit to the SMP as directed by the City in preparation of Ecology's Initial Determination.
3. **Prepare draft SMP for Planning Commission/City Council review.** Following receipt of Ecology's Initial Determination comments, Watershed will prepare a revised SMP for City review.
4. **Attend public meetings.** Watershed staff will attend up to three (3) meetings, anticipated to include one meeting with the Planning Commission and up to two meetings with the City Council.
5. **Prepare final SMP for adoption.** Watershed will prepare the final SMP for local adoption based on City Council direction.
6. **Provide codified version of the SMP.** Following acceptance by the City on the amendments prepared above, Watershed will move the SMP regulations into a codified form.
7. **Prepare postcard mailer.** At the conclusion of the project, Watershed will prepare a postcard for the City to use in mailing to shoreline residents announcing the revised SMP and relevant language pertaining to vegetation conservation standards.

#### Assumptions:

- This includes up to eight (8) conference calls with City staff for project coordination
- Following completion of task 5 above, City staff will submit final SMP package to Ecology

## PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM

### BUDGET

#### City of Anacortes

| Task #              | Task                                                                             | Total Hours | Total Cost      |
|---------------------|----------------------------------------------------------------------------------|-------------|-----------------|
| <b>Amendment #1</b> |                                                                                  |             |                 |
| 1                   | Assist staff in responding to comments                                           | 28          | \$3,120         |
| 2                   | Review and edit final document(s) and submit for Ecology's Initial Determination | 13          | \$1,540         |
| 3                   | Prepare draft SMP for City Council review                                        | 13          | \$1,540         |
| 4                   | Attend public meetings (2 City Council meetings)                                 | 18          | \$2,280         |
| 5                   | Prepare final SMP for adoption                                                   | 14          | \$1,720         |
| 6                   | Provide codified version of the SMP                                              | 76          | \$8,240         |
| 7                   | Prepare postcard mailer                                                          | 14          | \$1,530         |
| <b>Total</b>        |                                                                                  |             | <b>\$19,974</b> |

### Hourly Rates Effective January 2019\*

|                                 |                                        |       |
|---------------------------------|----------------------------------------|-------|
| Ed McCarthy, PE, PhD            | Senior Water Resources Engineer        | \$190 |
| Dan Nickel, MSc                 | Environmental Engineer                 | \$180 |
| Hugh Mortensen, PWS             | Senior Ecologist                       | \$180 |
| Jennifer Creveling, PWS         | Senior Biologist                       | \$180 |
| J. Kenny Booth, AICP            | Senior Planner                         | \$180 |
| Sarah Sandstrom, MSc, CFP, PWS  | Senior Fisheries Biologist             | \$160 |
| Greg Johnston, EIT, CFP, MSc    | Senior Fisheries Biologist             | \$155 |
| Nell Lund, PWS                  | Senior Ecologist                       | \$145 |
| Amber Mikluscak, PLA, GISP, MLA | Senior Landscape Architect/GIS Manager | \$145 |
| Ryan Kahlo, PWS                 | Senior Ecologist                       | \$145 |
| Mark Daniel, AICP               | Associate Planner/GIS Specialist       | \$135 |
| Marina French, PLA, MLA         | Landscape Architect                    | \$130 |
| Clover McIngalls, PWS           | Environmental Planner                  | \$120 |
| Betsy Mann                      | Marketing Manager                      | \$115 |
| Lucas Vannice, PLA              | Landscape Architect/Arborist           | \$115 |
| Katy Crandall                   | Ecologist/Arborist                     | \$115 |
| Christi Hallman                 | Project Administrator                  | \$110 |
| Debra Kroeze                    | Accountant                             | \$110 |
| Logan McClish                   | Water Resource Specialist              | \$110 |
| Kyle Braun                      | Landscape Designer/Arborist            | \$110 |
| Amanda Larson                   | GIS Specialist/Environmental Scientist | \$110 |
| Mike Thai                       | Environmental Scientist                | \$110 |
| Peter Heltzel, MSc, CFP         | Fisheries Biologist                    | \$100 |
| Alex Capron                     | Planner/GIS Specialist                 | \$100 |
| Roen Hohlfeld                   | Landscape Designer/Ecologist           | \$95  |
| Sam Payne                       | Ecologist                              | \$95  |
| April Mulcahy                   | Landscape Designer                     | \$88  |
| Grayson Morris                  | Landscape Designer                     | \$88  |
| Alex Pittman                    | Planner                                | \$88  |
| Logan Dougherty                 | Ecologist                              | \$85  |
| Amanda "Alee" McDonald          | Ecologist                              | \$78  |

\*Rates for 2019 only; escalator clause for cost of living may apply in future years

#### Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

PE = Professional Engineer

EIT = Engineer In Training

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

## Direct Costs:

| <b><u>Auto Mileage</u></b><br>Maximum standard rate allowable by IRS                                                                                                                                                                              |                                                                                                                                                                                                                        |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------|--------|---------|--------|---------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|----------|--------|------------|--------|------------|---------|--------------|---------|
| <b><u>Reproduction:</u></b>                                                                                                                                                                                                                       |                                                                                                                                                                                                                        |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| <table> <tr> <th><b><u>Black &amp; White Printing</u></b></th><th><b><u>Rate per Page</u></b></th></tr> <tr> <td>8 1/2 x 11</td><td>\$0.10</td></tr> <tr> <td>11 x 17</td><td>\$0.20</td></tr> <tr> <td>12 x 18</td><td>\$0.30</td></tr> </table> | <b><u>Black &amp; White Printing</u></b>                                                                                                                                                                               | <b><u>Rate per Page</u></b> | 8 1/2 x 11 | \$0.10 | 11 x 17 | \$0.20 | 12 x 18 | \$0.30 | <table> <tr> <th><b><u>Plotting</u></b></th><th><b><u>Rate per SF</u></b></th></tr> <tr> <td>B&amp;W Bond</td><td>\$1.05</td></tr> <tr> <td>Color Bond</td><td>\$1.18</td></tr> <tr> <td>B&amp;W Glossy</td><td>\$12.18</td></tr> <tr> <td>Color Glossy</td><td>\$13.76</td></tr> </table> | <b><u>Plotting</u></b> | <b><u>Rate per SF</u></b> | B&W Bond | \$1.05 | Color Bond | \$1.18 | B&W Glossy | \$12.18 | Color Glossy | \$13.76 |
| <b><u>Black &amp; White Printing</u></b>                                                                                                                                                                                                          | <b><u>Rate per Page</u></b>                                                                                                                                                                                            |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 8 1/2 x 11                                                                                                                                                                                                                                        | \$0.10                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 11 x 17                                                                                                                                                                                                                                           | \$0.20                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 12 x 18                                                                                                                                                                                                                                           | \$0.30                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| <b><u>Plotting</u></b>                                                                                                                                                                                                                            | <b><u>Rate per SF</u></b>                                                                                                                                                                                              |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| B&W Bond                                                                                                                                                                                                                                          | \$1.05                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Color Bond                                                                                                                                                                                                                                        | \$1.18                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| B&W Glossy                                                                                                                                                                                                                                        | \$12.18                                                                                                                                                                                                                |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Color Glossy                                                                                                                                                                                                                                      | \$13.76                                                                                                                                                                                                                |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| <table> <tr> <th><b><u>Color Printing</u></b></th><th><b><u>Rate per Page</u></b></th></tr> <tr> <td>8 1/2 x 11</td><td>\$1.00</td></tr> <tr> <td>11 x 17</td><td>\$2.00</td></tr> <tr> <td>12 x 18</td><td>\$2.50</td></tr> </table>             | <b><u>Color Printing</u></b>                                                                                                                                                                                           | <b><u>Rate per Page</u></b> | 8 1/2 x 11 | \$1.00 | 11 x 17 | \$2.00 | 12 x 18 | \$2.50 |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| <b><u>Color Printing</u></b>                                                                                                                                                                                                                      | <b><u>Rate per Page</u></b>                                                                                                                                                                                            |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 8 1/2 x 11                                                                                                                                                                                                                                        | \$1.00                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 11 x 17                                                                                                                                                                                                                                           | \$2.00                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| 12 x 18                                                                                                                                                                                                                                           | \$2.50                                                                                                                                                                                                                 |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Outside Reproduction                                                                                                                                                                                                                              | At cost                                                                                                                                                                                                                |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Electrofishing Equipment Fee                                                                                                                                                                                                                      | \$100.00/day                                                                                                                                                                                                           |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Trimble Geo XH - GPS Equipment Fee                                                                                                                                                                                                                | \$190.00/day                                                                                                                                                                                                           |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Panasonic FZ-G1                                                                                                                                                                                                                                   | \$130.00/day                                                                                                                                                                                                           |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Solomat Water Quality Testing Equipment Fee                                                                                                                                                                                                       | \$50.00/day                                                                                                                                                                                                            |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| YSI Salinity pH Meter                                                                                                                                                                                                                             | \$50.00/day                                                                                                                                                                                                            |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Lodging and per diem                                                                                                                                                                                                                              | Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided. |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |
| Other Direct Costs At Cost                                                                                                                                                                                                                        |                                                                                                                                                                                                                        |                             |            |        |         |        |         |        |                                                                                                                                                                                                                                                                                            |                        |                           |          |        |            |        |            |         |              |         |



# City Council Contract Agenda Bill

**Meeting Date:** 2/1/2021    **Agenda Item:** 4d

**Subject:** Contract Modification – Grandview Cemetery Expansion - Phase 1  
#19-092-PRK-002

**Staff Contact:** Jonn Lunsford

**Approved for Submittal to Council by:**  
Darcy Swetnam, City Attorney

**Action Type:** Contract Modification

**Summary Statement:** City staff seeks Council consent to issue a contract modification to Tiger Construction, LTD in the amount of \$27,904.80, increasing the total contract price to \$261,184.14, to pave the cemetery access road.

**Background:**

1. **Reason for Contract Change:** Work on the western exit road required less excavation than expected and now the road is ready for paving.
2. **History:** City staff has been working with an engineering firm on the Grand View Cemetery expansion since last year. Now that the Conditional Use Permit has been issued, those plans have been finalized and bid documents sent out for the first phases of the project which include tree removal and site clearing on the west side of the existing cemetery. This work plan reflects the goals of the 2006 Grand View Cemetery Master Plan. Grand View currently has approximately 90 full burial lots for sale and 120 urn burial lots.
3. **Key Terms:**
  - Contract is for a fixed price of \$261,184.14.
  - Work will be physically completed within 40 Working days after the work commence.
4. **Competitive Bidding:** On September 16, 2020 the City [solicited bids](#) for the subject project and on October 1, 2020 a bid opening was conducted and 7 bids were received. Tiger Construction, LTD was determined to be the lowest responsible bidder.

**Previous Council/Committee Action:** Council approved contract [19-092-PRK-002](#) at the [10/12/20](#) Council meeting.

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign a modification to contract 19-092-PRK-002 with Transportation Solutions, Inc. in the amount of \$27,904.80, increasing the total contract price to \$261,184.14.

**Alternative Actions:** Not approve the contract modification

**Attachments:** Contract 19-092-PRK-002 Modification 02

|                                          |                         |
|------------------------------------------|-------------------------|
| Consultant                               | Tiger Construction, LTD |
| Original Agreement Amount                | \$214,304.34            |
| Current Agreement Amount                 | \$233,279.34            |
| Change Per this Modification             | \$27,904.80             |
| Total After Modification                 | \$261,184.14            |
| All Mods % Increase from Original Amount | 21.87%                  |
| Earmarked Funds                          | \$500,000.00            |
| BARS #                                   | 108.410.594.76.60       |
| Paid on Contract as of 1/26/21           | \$136,706.73            |
| Budget Amendment Required?               | No                      |
| Start Date                               | Notice to Proceed       |
| End Date                                 | 40 working days         |



Date February 1, 2021  
Page 1 of 1 Pages

Project Title Grandview Cemetery Expansion - Phase 1  
Prime Contractor Tiger Construction, LTD

### **BACKGROUND**

In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2018, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. Accordingly, the contract price is increased from \$233,279.34 by \$27,904.80 to \$261,184.14.

Accordingly, the following changes are incorporated under this contract:

### **ARTICLE I. WORK**

Insert the following as the *third paragraph* under Article I:

"The work as described above is hereby amended per Modification 02.

The following item of work is added:

| NO. | PLAN<br>QUANTITY | ITEM DESCRIPTION       | UNIT PRICE<br>(Figures)   | TOTAL AMOUNT<br>(Figures) |
|-----|------------------|------------------------|---------------------------|---------------------------|
| 31  | 165<br>TON       | HMA CI ½ In. PG 58H-22 | At<br>\$169.12<br>Per Ton | \$27,904.80               |

### **ARTICLE IV. CONTRACT PRICE**

Insert the following as the *third paragraph* under Article IV:

"Per Modification 02, the total contract price is modified to reflect the changes listed in Article I. Work. The total contract price is **Two Hundred Sixty-One Thousand One Hundred Eighty-Four Dollars and Fourteen Cents (\$261,184.14)**"

All other terms of the contract remain unchanged.

**CITY OF ANACORTES**

**TIGER CONSTRUCTION, LTD**

By \_\_\_\_\_  
Laurie Gere, Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

|                              |                     |                                       |                        |
|------------------------------|---------------------|---------------------------------------|------------------------|
| Original Agreement Amount    | <u>\$214,304.34</u> | Original Contract Completion Date     | <u>40 working days</u> |
| Current Agreement Amount     | <u>\$233,279.34</u> | Current Contract Completion Date      | <u>40 working days</u> |
| Change Per this Modification | <u>\$ 27,904.80</u> | Net Change                            | <u>0</u>               |
| Total After Modification     | <u>\$261,184.14</u> | Contract Completion Date After Change | <u>40 working days</u> |



## City Council Agenda Bill

**Meeting Date:** February 1, 2021    **Agenda Item:** 5.a.

**Agenda Item Title:** Commercial Avenue Complete Streets Project Phase 1 - 11th Street to 13th Street Alternatives

**Staff Contact(s):** FRED BUCKENMEYER, TIM HOHMANN

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| TIM HOHMANN                                        | Motion                    |
| NICOLE TESCH                                       |                           |

**Item Summary:** Presentation of [background information](#), results of the [virtual open house](#), traffic analysis, and intersection control evaluation for the intersection control of the 12th and Commercial intersection to be designed as a part of the proposed Commercial Avenue Complete Streets Project Phase 1. The project team will present the evaluated intersection alternatives and make a recommendation to Council. The project team would like Council endorsement of a preferred alternative before moving the project to the preliminary design phase and expending resources for continuing evaluation of the alternative selected.

**Budget Impact:**

|                                   |                                                           |
|-----------------------------------|-----------------------------------------------------------|
| <b>Amount Budgeted</b>            | \$500,000 - 2021<br>\$3,000,000 - 2022 per CFP            |
| <b>Budget Account (BARS)</b>      | 105.720.595.30.63                                         |
| <b>Proposed Expenditure</b>       | \$ 0                                                      |
| <b>Budget Amendment Required?</b> | No                                                        |
| <b>Revenue Source</b>             | WSDOT & Transportation Improvements Board (TIB)<br>Grants |

Selection of a preferred alternative does not propose any new project expenditure or any budget amendment.

**Previous Action:** Approval of [South Commercial Corridor Plan](#)  
Approval of Consultant [Contract](#), [Mod 1](#) and [Mod 2](#)

**Recommended Motion:** I move to endorse the roundabout option as the preferred alternative for the intersection control of the 12th and Commercial intersection and to support the Public Works Department beginning preliminary design of the preferred option.

**Alternative Actions:** Selection of a different option for the preferred option for the intersection control of the 12th and Commercial intersection.

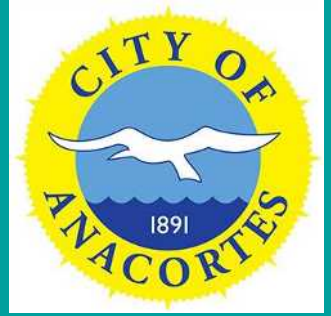
**Attachments (listed in order presented):** None

# Project History

- Sept. 2015 - WSDOT Grant for So. Commercial Corridor Plan Development
- Jan. 2016 - Open House for So. Commercial Corridor Plan
- April 2016 - So. Commercial Corridor Plan Adopted
- Nov. 2017 - Approached by WSDOT regarding upcoming Grant opportunities
- June 2019 - Awarded WSDOT Bike and Pedestrian Grant for Project - \$1,300,000
- Nov. 2019 - Awarded Transportation Improvements Board (TIB) Grant for Project - \$950,000
- Nov. 2019 - Project Kickoff
- Dec. 2019 - 1<sup>st</sup> Project Open House
- Mar. 2020 - Covid-19 Limits Public Gatherings - 2<sup>nd</sup> Open House Delayed
- Dec. 2020 - Jan. 2021 Virtual Public Open House
- Feb. 1, 2021 - Intersection Control Preferred Alternative Selection

# Opportunities

- Continue resurfacing of Commercial Avenue & SR 20 Spur
- Improved substandard pedestrian facilities at intersection
- Organize flow at intersection
- City guidance of intersection design
- Update entrance to Downtown
- Accelerated timeframe
- First step of Corridor Plan
- Grant money



# Commercial Avenue Complete Street

CITY OF ANACORTES | FEBRUARY 1, 2021



alta

## PRESENTATION OVERVIEW

- PROJECT OVERVIEW
- WORK COMPLETED
- COMMUNITY FEEDBACK
- ALTERNATIVES ANALYSIS
- RECOMMENDATION & NEXT STEPS

An aerial photograph of a town street, overlaid with a semi-transparent teal filter. The street features a multi-lane road with cars, a dedicated bike lane with cyclists, and a wide sidewalk with pedestrians. Trees line the sidewalks, and various buildings are visible in the background. The text 'PROJECT OVERVIEW' is prominently displayed in white on the left side.

# PROJECT OVERVIEW

---

*BACKGROUND & BASIS FOR DESIGN*



*Space for*  
**PEOPLE**

Curb ramps, crosswalks, and curb extensions to make it easy for pedestrians to cross streets and access destinations

*Space for*  
**BIKES**

Designated connected routes and low-stress facilities that support people riding bikes, e-bikes and scooters

*Space for*  
**CARS**

Traffic calming measures and design cues to encourage slower speeds and driver awareness of vulnerable road users

*Space for*  
**MASS  
TRANSIT**

Bus pullouts, shelters, transit-only lanes, and signal priority to create transit-friendly roadways

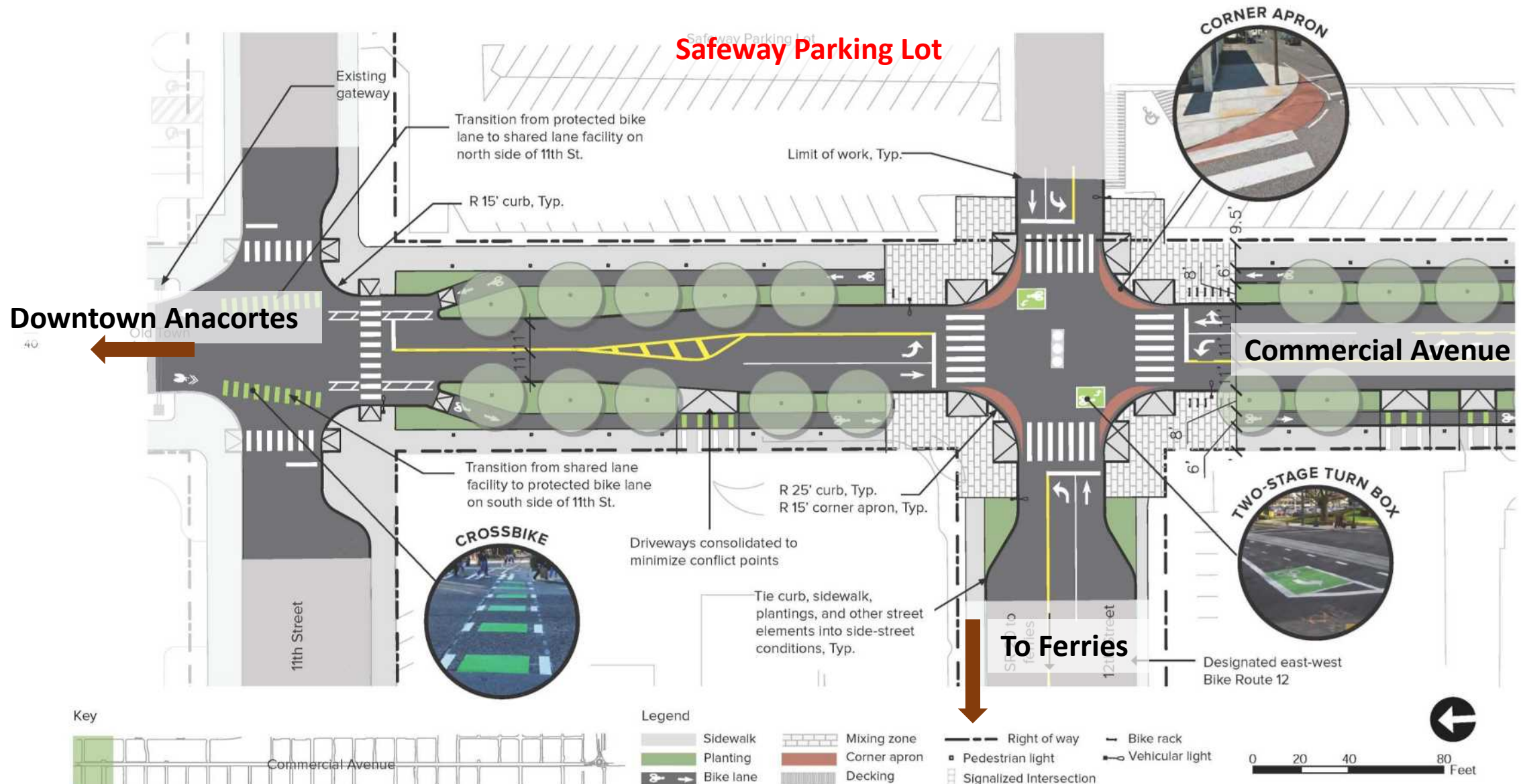
*Space for*  
**SHARED  
MOBILITY**

Designated curb-side space for shared bike and scooter parking that separates users from traffic, and keeps sidewalks clear

*Space for*  
**REFUGE**

Street furniture, parks, lighting, and public green spaces that promote gathering and social interaction

# 2016 COMMERCIAL AVENUE CORRIDOR PLAN



# 2016 COMMERCIAL AVENUE CORRIDOR PLAN



An aerial photograph of a city street scene, overlaid with a semi-transparent teal filter. The image shows a multi-lane road with cars, a dedicated bike lane with cyclists, a wide sidewalk with pedestrians, and various trees and buildings. A large American flag is visible on the left side of the frame.

# WORK COMPLETED

---

*WHAT WE'VE BEEN UP TO*

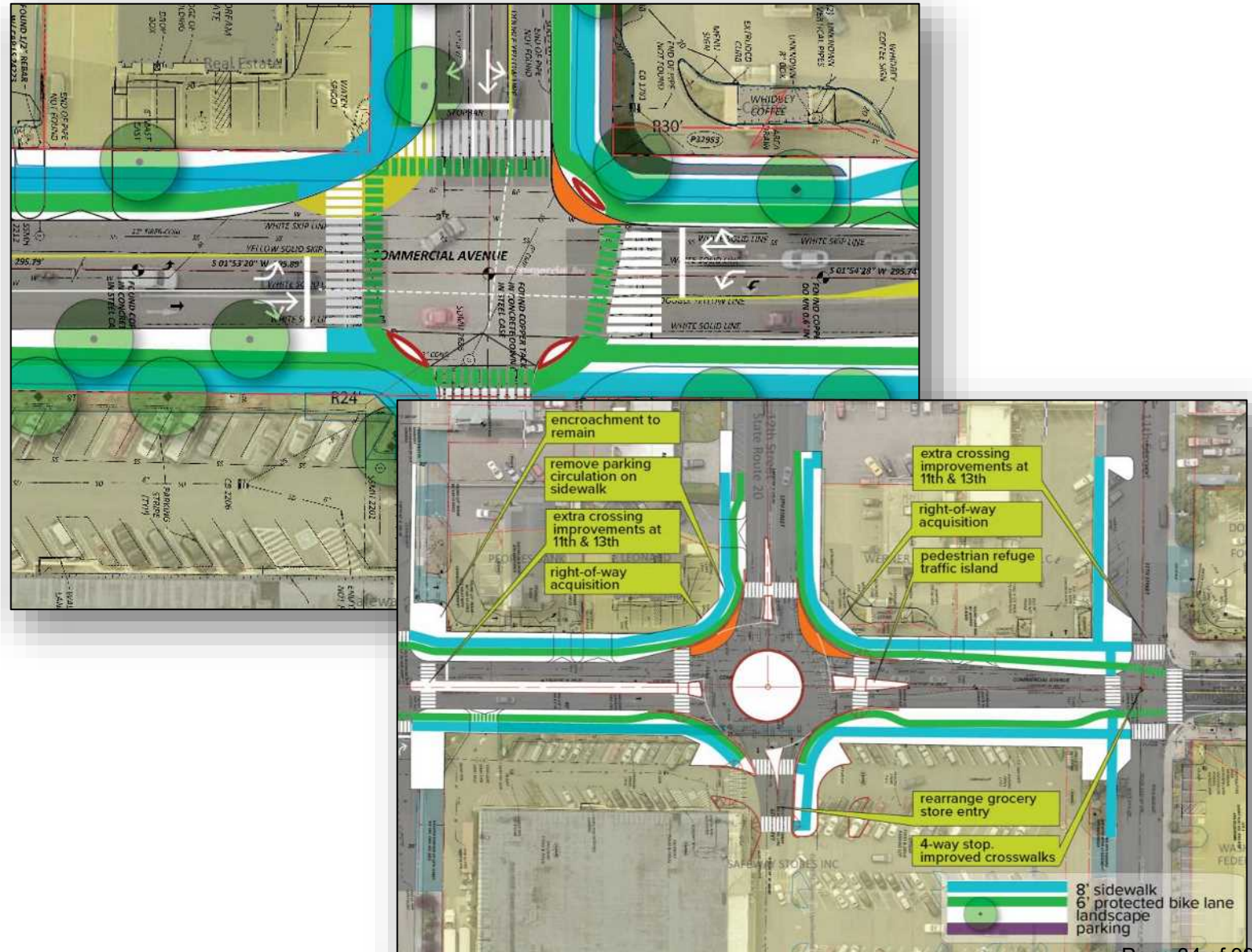
# WORK COMPLETED: ENGAGEMENT & OUTREACH

- December 6, 2019 Open House
- Business Outreach
- One-on-one Calls
- Interactive Webmap
- Virtual Open House



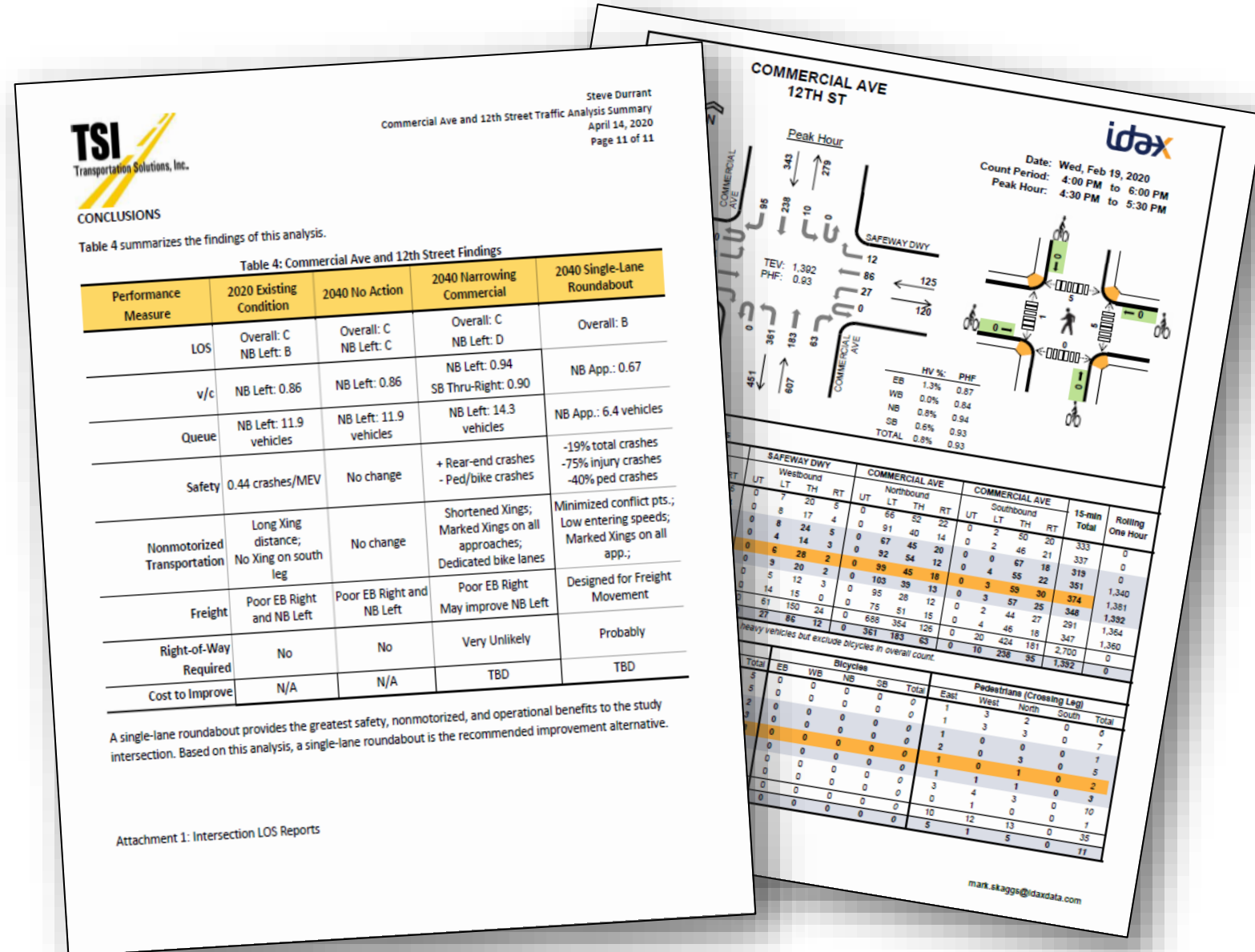
# WORK COMPLETED: CONCEPTUAL ALTERNATIVES

- Identify Opportunities & Constraints
- Define Key Objectives & Outcomes
- Develop Concepts/Scenarios for evaluation



# WORK COMPLETED: TRAFFIC IMPACT ANALYSIS

- Traffic Impact Analysis (TIA) by TSI, Inc.
- Scenario Impacts on Traffic & Congestion
- Intersection Control Evaluation (ICE) with WSDOT



An aerial photograph of a city street scene, overlaid with a semi-transparent teal filter. The image shows a multi-lane road with cars, a dedicated bike lane with cyclists, and a wide sidewalk with pedestrians. Trees line the streets, and various buildings are visible in the background. The text 'COMMUNITY FEEDBACK' is prominently displayed in white, bold, sans-serif capital letters on the left side of the image.

# COMMUNITY FEEDBACK

A short, solid orange horizontal line.

*WHAT WE'VE HEARD SO FAR*

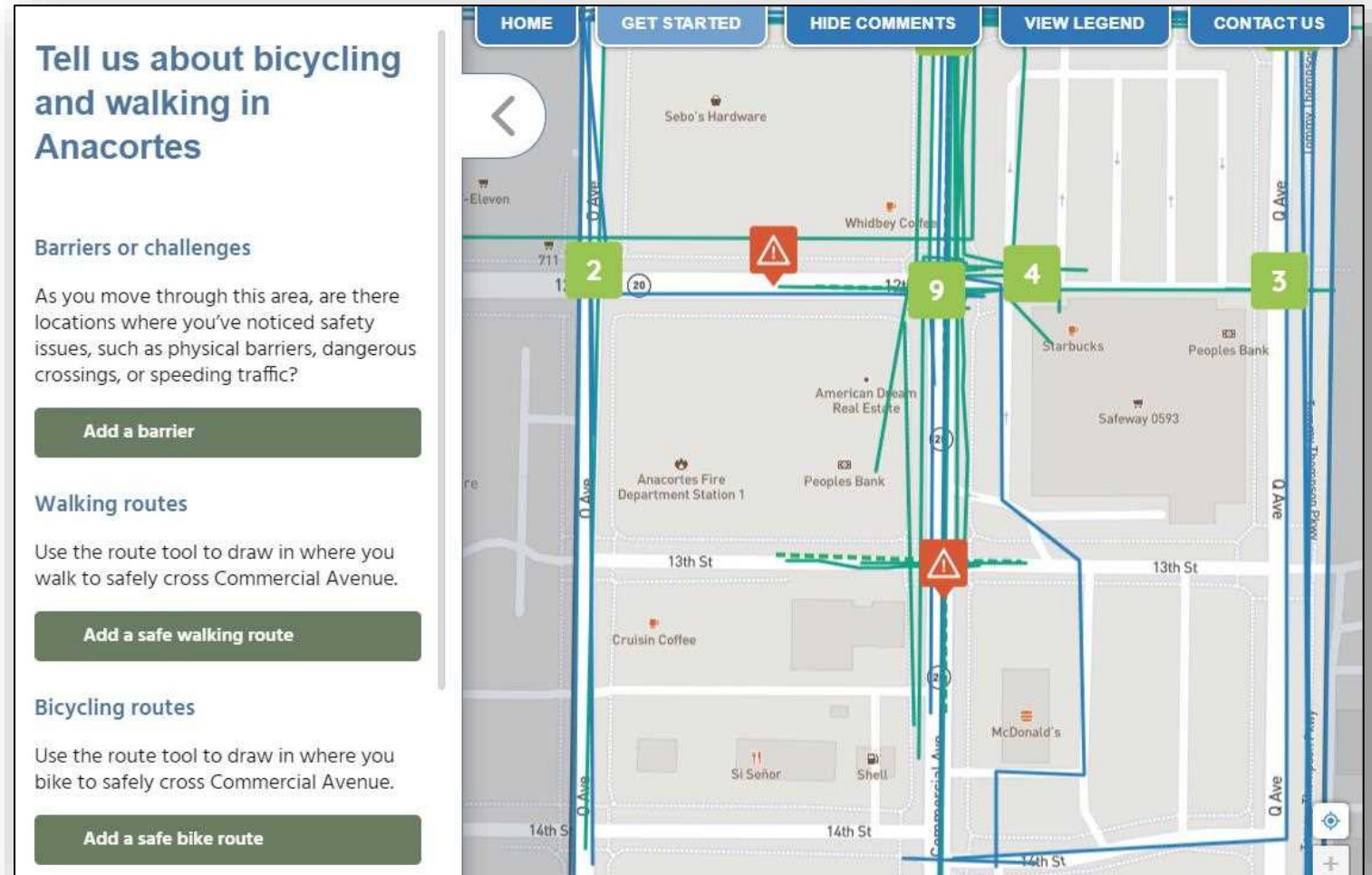
# COMMUNITY FEEDBACK: OPEN HOUSE



- [illegible]

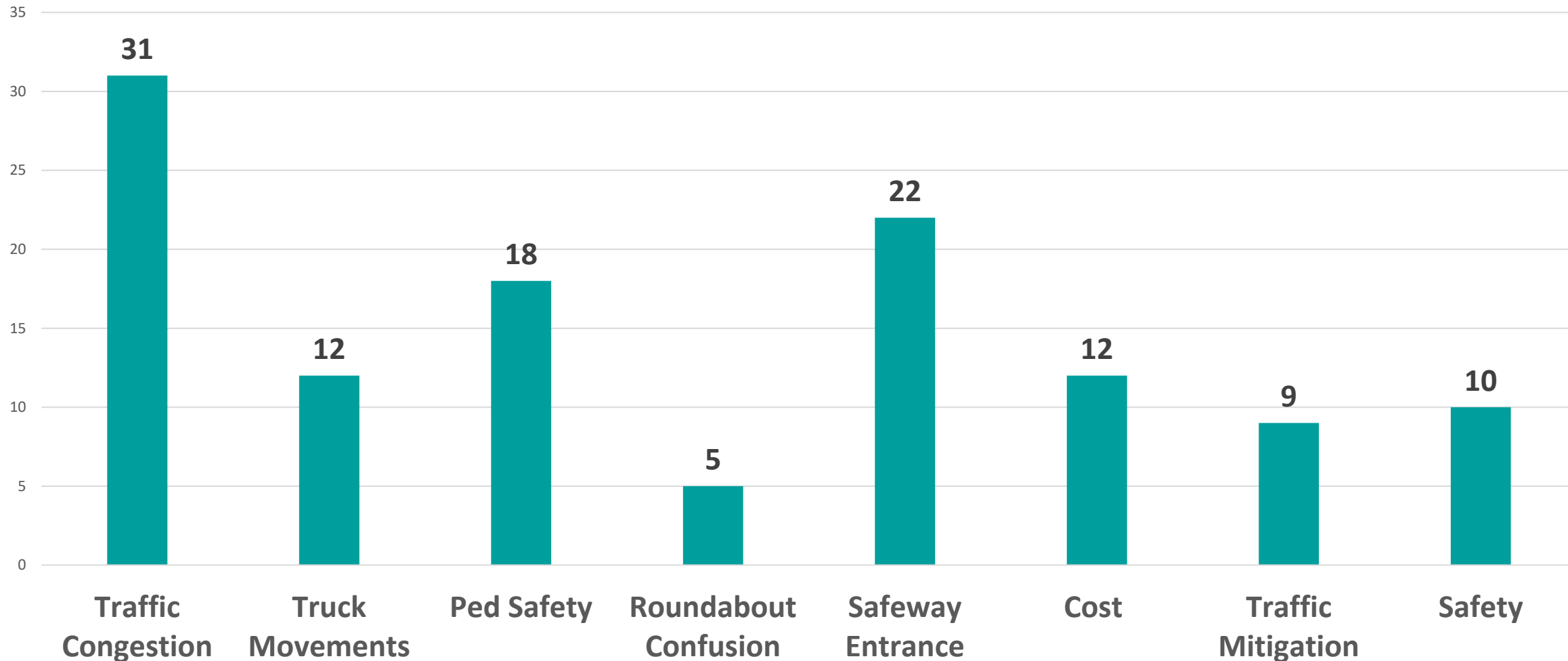
# COMMUNITY FEEDBACK: WEBMAP

- Safety Concerns at 12<sup>th</sup> and Commercial for People Biking & Walking
- Unsafe Intersection at 11<sup>th</sup> and Commercial
- Crossing Improvements on Q Avenue (to Tommy Thompson Trail)
- Traffic Calming



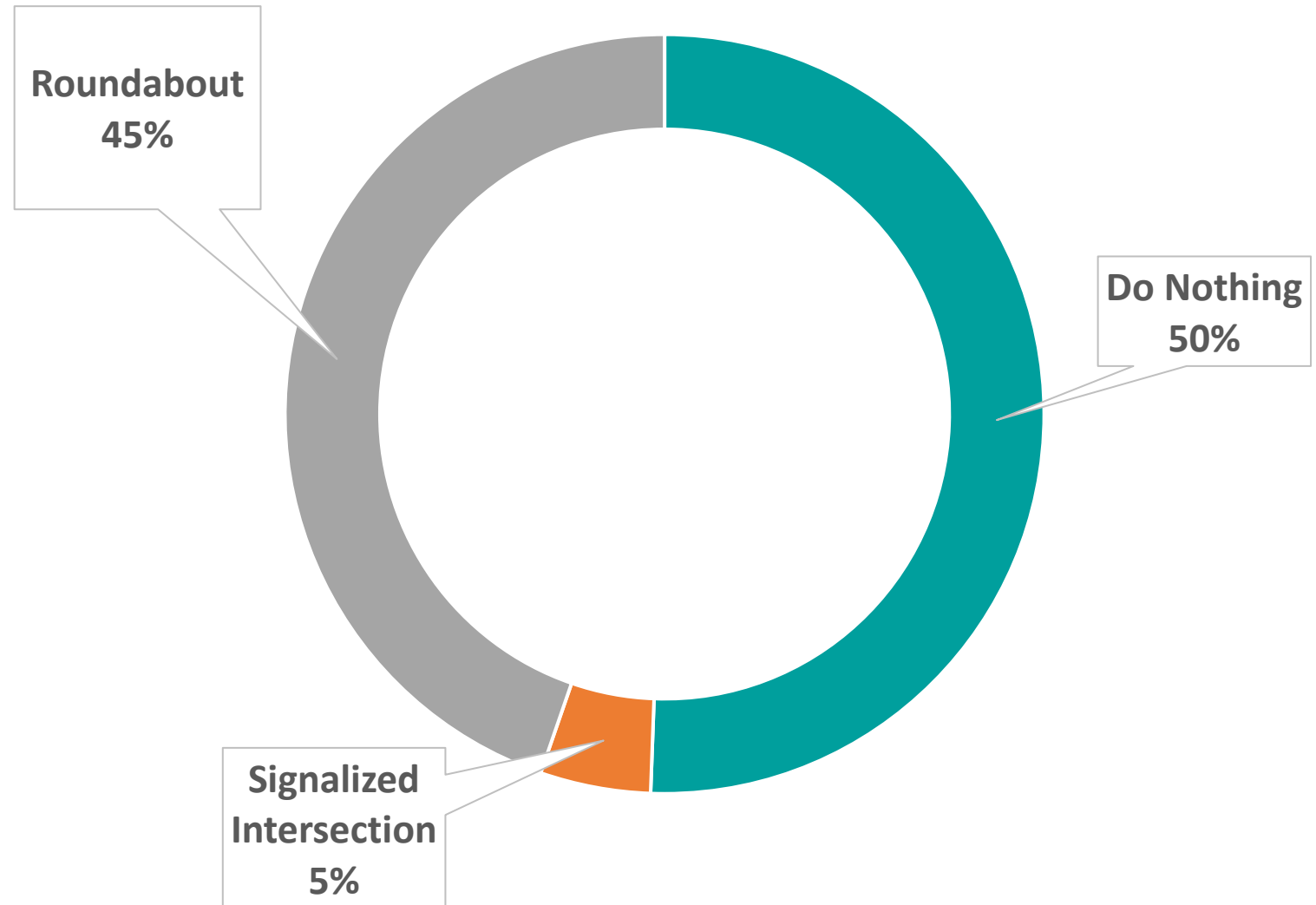
# COMMUNITY FEEDBACK: VIRTUAL OPEN HOUSE

## Virtual Open House Comment Themes



# COMMUNITY FEEDBACK: VIRTUAL OPEN HOUSE

Which of the  
three scenarios  
was preferred?



An aerial photograph of a town, likely in a mountainous region, is shown with a semi-transparent teal overlay. The town features various buildings, streets with cars, and green spaces with trees. The text 'ALTERNATIVES ANALYSIS' is prominently displayed in white, bold, sans-serif capital letters on the left side of the image.

# ALTERNATIVES ANALYSIS

A short, solid orange horizontal line is positioned to the left of the subtitle.

*WEIGHING THE ALTERNATIVES*

# SCENARIO 1: NO CHANGES

| Performance Measure             | Impact                                          |
|---------------------------------|-------------------------------------------------|
| Safety                          | Decreased Safety                                |
| Bicycle & Pedestrian Conditions | No Change                                       |
| Traffic Flow (LOS)              | No Impact; reduced LOS for northbound left turn |
| Vehicle Capacity                | No Change                                       |
| Vehicle Queuing                 | Decrease                                        |
| Freight                         | No Change                                       |
| Cost                            | Low                                             |



## SCENARIO 2: SIGNALIZED INTERSECTION & NARROWING

| Performance Measure             | Impact                                                         |
|---------------------------------|----------------------------------------------------------------|
| Safety                          | Increased rear-end crash risk                                  |
| Bicycle & Pedestrian Conditions | Shortened crossings, marked crossings, bike lanes              |
| Traffic Flow (LOS)              | No significant impact;<br>reduced LOS for northbound left turn |
| Vehicle Capacity                | Reduced capacity for NB left turn and SB through-right turn    |
| Vehicle Queuing                 | Increased for NB left turn                                     |
| Freight                         | No effect                                                      |
| Cost                            | Medium                                                         |

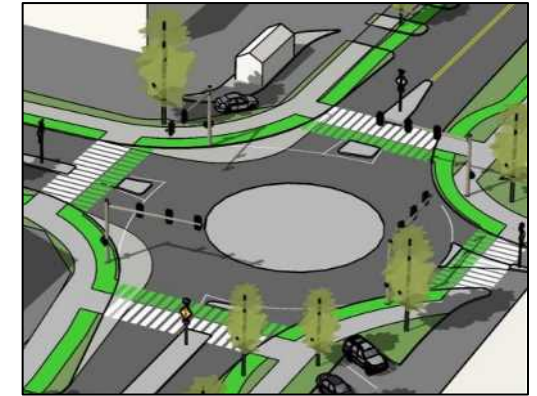


# SCENARIO 3: ROUNDABOUT

| Performance Measure             | Impact                                                                              |
|---------------------------------|-------------------------------------------------------------------------------------|
| Safety                          | Improved for all modes and users                                                    |
| Bicycle & Pedestrian Conditions | Separated bike lanes; widened sidewalks, shortened crossings, slower traffic speeds |
| Traffic Flow                    | Increased overall                                                                   |
| Vehicle Capacity                | Increased capacity                                                                  |
| Vehicle Queuing                 | Reduced queuing                                                                     |
| Freight                         | Increased Movement                                                                  |
| Cost                            | Higher                                                                              |



# ALTERNATIVES ASSESSMENT SUMMARY



| Performance Measure             | No Change                                       | Signalized Intersection / Narrowing                         | Roundabout                                                                          |
|---------------------------------|-------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Safety                          | Decreased Safety                                | Increased rear-end crash risk                               | Improved for all modes and users                                                    |
| Bicycle & Pedestrian Conditions | No Change                                       | Shortened crossings, marked crossings, bike lanes           | Separated bike lanes; widened sidewalks, shortened crossings, slower traffic speeds |
| Traffic Flow                    | No Impact; reduced LOS for northbound left turn | No significant impact; reduced LOS for northbound left turn | Increased overall                                                                   |
| Vehicle Capacity                | No Change                                       | Reduced capacity for NB left turn and SB through-right turn | Increased capacity                                                                  |
| Vehicle Queuing                 | Increase NB Left Turn                           | Increased for NB left turn                                  | Reduced queuing                                                                     |
| Freight                         | No Change                                       | No Change                                                   | Increased Movement                                                                  |
| Cost                            | Low                                             | Medium                                                      | Higher                                                                              |

An aerial photograph of a city street scene, overlaid with a semi-transparent teal filter. The image shows a multi-lane road with cars, a dedicated bike lane with cyclists, and a wide sidewalk with pedestrians. Trees and buildings line the streets, and hills are visible in the background. The text 'RECOMMENDATION & NEXT STEPS' is prominently displayed in white, bold, sans-serif font on the left side of the image.

# RECOMMENDATION & NEXT STEPS

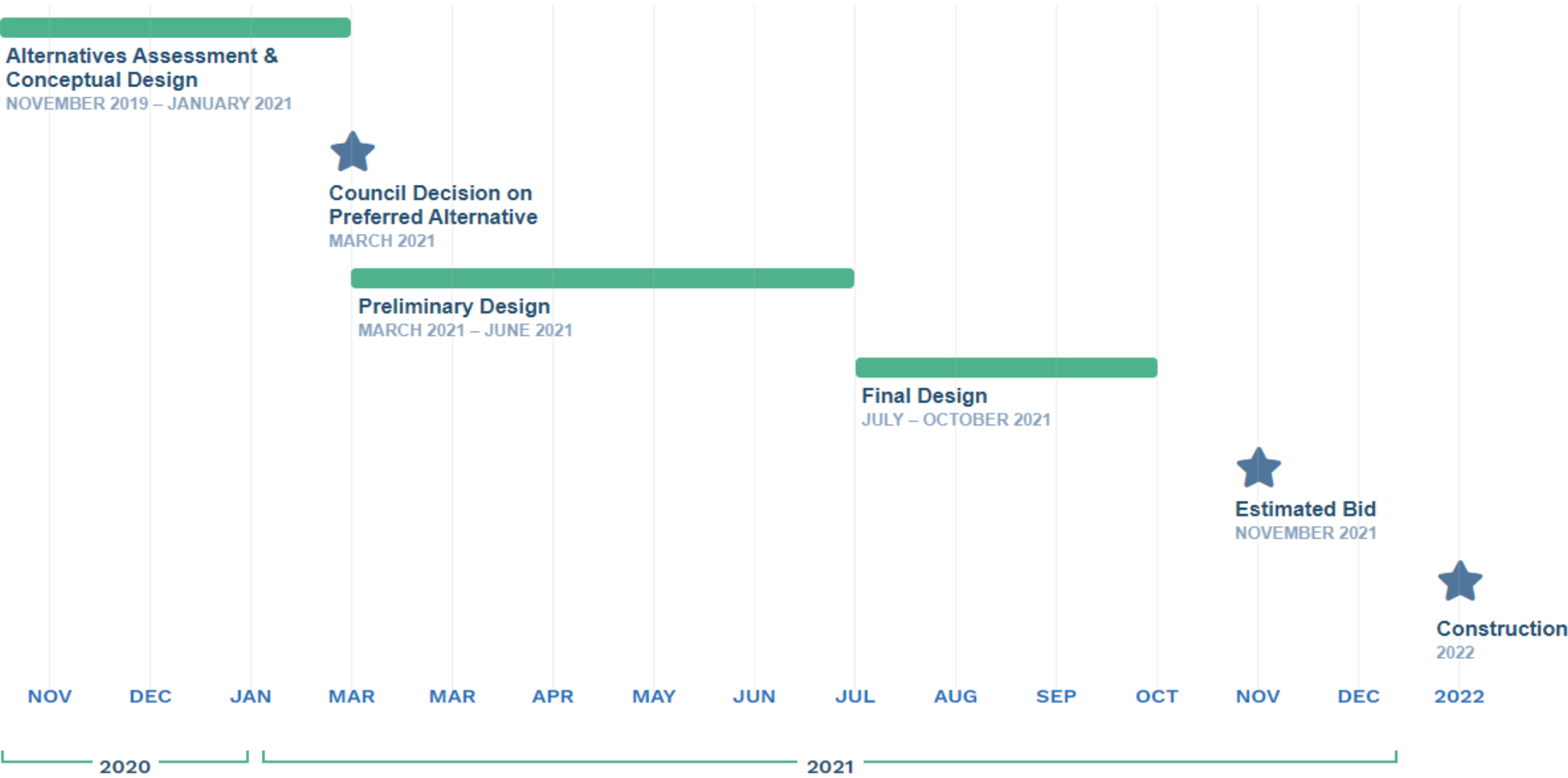
---

*WEIGHING THE ALTERNATIVES*



# NEXT STEPS

## Project Timeline



An aerial photograph of a city street, likely Commercial Avenue, is shown with a semi-transparent teal overlay. The street features a multi-lane road with yellow lane markings, a dedicated bicycle lane with a green surface and white directional arrows, and a wide sidewalk. Pedestrians, cyclists, and cars are depicted in white and light blue, illustrating the 'Complete Street' concept. Trees and buildings line the street, and a large American flag is visible on the left side of the image.

# COMMERCIAL AVENUE COMPLETE STREET

---

*QUESTIONS?*

*Thank you!*

**Table 7. Commercial Ave and 12th Street Findings**

| <b>Performance Measure</b>      | <b>2020 Existing Condition</b>              | <b>2040 No Action</b>                   | <b>2040 Narrowing Commercial Ave</b>                                        | <b>2040 Single-Lane Roundabout</b>                                            |
|---------------------------------|---------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>LOS</b>                      | Overall: C<br>NB Left: B                    | Overall: C<br>NB Left: C                | Overall: C<br>NB Left: D                                                    | Overall: B                                                                    |
| <b>v/c</b>                      | NB Left: 0.73                               | NB Left: 0.86                           | NB Left: 0.94<br>SB Thru-Right: 0.90                                        | NB App.: 0.67                                                                 |
| <b>Queue</b>                    | NB Left: 195 ft                             | NB Left: 300 ft                         | NB Left: 360 ft                                                             | NB App: 160 ft                                                                |
| <b>Safety</b>                   | 2.4 crashes/yr<br>0.8 injury crashes/yr     | 3.0 crashes/yr<br>1.0 injury crashes/yr | 3.7 crashes/yr<br>1.3 injury crashes/yr                                     | 2.3 crashes/yr<br>0.8 injury crashes/yr                                       |
| <b>Multimodal Accessibility</b> | Long Xing distance;<br>No Xing on south leg | No chnage                               | Shortened Xings;<br>Marked Xings on all approaches;<br>Dedicated bike lanes | Minimized conflict pts.;<br>Low entering speeds;<br>Marked Xings on all app.; |
| <b>Freight Accessibility</b>    | Poor EB Right<br>and NB Left                | Poor EB Right<br>and NB Left            | Poor EB Right<br>May improve NB Left                                        | Designed for<br>freight movement                                              |
| <b>Right-of-Way Required</b>    | No                                          | No                                      | Very Unlikely                                                               | Probably                                                                      |



# City Council Contract Agenda Bill

**Meeting Date:** 2/1/2021    **Agenda Item:** 5b

**Subject:** Contract Award – Combined Sewer Overflow Pump Station Design #21-025-SEW-001

**Staff Contact:** Fred Buckenmeyer

**Approved for Submittal to Council by:**  
Darcy Swetnam, City Attorney

**Action Type:** Contract Award

**Summary Statement:** City staff seeks City Council consent to award a contract in the amount of \$592,279.96 to HDR Engineering, Inc. to design a new Combined Sewer Overflow (CSO) Pump Station including abandonment of existing CSO #4

**Background:**

1. **History:** This contract is for HDR to complete design and bid ready documents for a new CSO Pump Station to handle CSO overflows and help prevent Sanitary Sewer Overflows (SSO's) on the City streets. This project is a culmination of the CSO/SSO planning study that has been ongoing for the last two years.
2. **Key Terms:**
  - Contract is on a time-and-materials basis not-to-exceed \$592,279.96.
  - The period of performance under this Agreement is through December 31, 2021
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

**Previous Council/Committee Action:** N/A

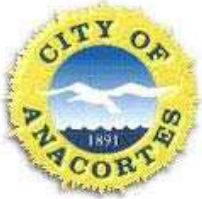
**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 21-025-SEW-001 with HDR Engineering, Inc. in the amount of \$592,279.96 to perform the Combined Sewer Overflow Pump Station Design.

**Alternative Actions:** Not award the contract

**Attachments:** Contract 21-025-SEW-001

|                            |                       |
|----------------------------|-----------------------|
| Contractor                 | HDR Engineering, Inc. |
| Contract Amount            | \$592,279.96          |
| Earmarked Funds            | \$1,450,000.00        |
| BARS #                     | 440.000.594.35.63     |
| Budget Amendment Required? | No                    |
| Start Date                 | Contract execution    |
| End Date                   | 12/31/21              |



**AGREEMENT #21-025-SEW-001**

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

**Combined Sewer Overflow Pump Station Design**

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

**WHEREAS**, the City requires professional services of the Consultant;

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

1. **Scope of Work**. Under this Agreement, the Consultant will design a new Combined Sewer Overflow (CSO) Pump Station including abandonment of existing CSO #4. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Eric Shjarback, who may be reached at (360) 299-1980, or by email at [erics@cityofanacortes.org](mailto:erics@cityofanacortes.org).
2. **Price and Payment Terms**. The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Five Hundred Ninety-Two Thousand Two Hundred Seventy-Nine Dollars and Ninety-Six Cents (\$592,279.96)**. Progress payments for work shall be made according to the payment terms as listed in Exhibit B, which is hereby made a part hereof and incorporated by reference.
3. **Period of Performance**. The period of performance under this Agreement is through December 31, 2021.
4. **COVID-19 Safety Requirements Compliance**. The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.
5. **Subcontracts**. The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –
  - (1) of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this Agreement,; or
  - (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

6. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Name and Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice at least monthly for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to [accountspayable@cityofanacortes.org](mailto:accountspayable@cityofanacortes.org).

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

**7. Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

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

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

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

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

**B. No Limitation:** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance:** Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**D. Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

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

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

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

**10. Registered or Licensed Consultant.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at [bls.dor.wa.gov](https://bls.dor.wa.gov).

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

**12. Standard of Care.** The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

**13. Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

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

**A. Termination for Default**

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

**B. Termination for Public Convenience**

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

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

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

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

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

**20. Disputes**

**A. General**

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

**B. Notice of Potential Claims**

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10

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

### **C. Detailed Claim**

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

### **D. Dispute Resolution**

In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

22. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

25. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Ownership and Use of Documents, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

26. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

|                            |                              |
|----------------------------|------------------------------|
| CITY:                      | CONSULTANT:                  |
| City of Anacortes          | HDR Engineering, Inc.        |
| Tiffany Matson             | Eric Bergstrom               |
| 904 6 <sup>th</sup> Street | 500 108th Ave NE, Suite 1200 |
| PO BOX 547                 | Bellevue, WA 98004           |
| Anacortes, WA 98221        |                              |

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

|                                |                       |
|--------------------------------|-----------------------|
| CITY OF ANACORTES              | HDR ENGINEERING, INC. |
| By _____<br>Laurie Gere, Mayor | _____                 |
| Date _____                     | _____<br>Title        |
|                                | _____<br>Date         |

---

**Contract 21-025-SEW-001**  
**Exhibit A**

**City of Anacortes**  
**Combined Sewer Overflow Pump Station**  
**Final Design and Construction**

**Scope of Services**

**January 2021**



**929 108th Avenue NE**  
**Suite 1300**  
**Bellevue, WA 98004**  
**(425) 450-6200**



**929 108th Avenue NE  
Suite 1300  
Bellevue, WA 98004  
(425) 450-6200**

## Table of Contents

|                                                                       |          |
|-----------------------------------------------------------------------|----------|
| <b>Task 2100 Project Management (HDR)</b> .....                       | <b>1</b> |
| Objective.....                                                        | 1        |
| Consultant Services .....                                             | 1        |
| Client Responsibilities .....                                         | 2        |
| Assumptions .....                                                     | 2        |
| Deliverables .....                                                    | 2        |
| <b>Task 2300 Geotechnical Services (Geo)</b> .....                    | <b>3</b> |
| Objective.....                                                        | 3        |
| Consultant Services .....                                             | 3        |
| Client Responsibilities .....                                         | 3        |
| Assumptions .....                                                     | 3        |
| Deliverables .....                                                    | 3        |
| <b>Task 3600 CSO Pump Station Design (HDR)</b> .....                  | <b>3</b> |
| Objective.....                                                        | 3        |
| Consultant Services .....                                             | 3        |
| Client Responsibilities .....                                         | 7        |
| Assumptions .....                                                     | 8        |
| Deliverables .....                                                    | 8        |
| <b>Task 3800 Permitting Support (HDR)</b> .....                       | <b>8</b> |
| Objective.....                                                        | 8        |
| Consultant Services .....                                             | 8        |
| Client Responsibilities .....                                         | 8        |
| Assumptions .....                                                     | 8        |
| Deliverables .....                                                    | 9        |
| <b>Task 3900 Quality Assurance and Quality Control</b> .....          | <b>9</b> |
| Objective.....                                                        | 9        |
| Approach .....                                                        | 9        |
| HDR Services .....                                                    | 9        |
| City Responsibilities .....                                           | 9        |
| Assumptions .....                                                     | 9        |
| Deliverables .....                                                    | 9        |
| <b>Task 4000 Engineering Services During Construction (HDR)</b> ..... | <b>9</b> |
| Objective.....                                                        | 9        |
| Consultant Services .....                                             | 9        |
| Client Responsibilities .....                                         | 10       |
| Assumptions .....                                                     | 10       |
| Deliverables .....                                                    | 10       |

---

# EXHIBIT A

## SCOPE OF SERVICES

### Background

The City of Anacortes (City) is proceeding ahead with the design and construction of a new combined sewer overflow (CSO) pump station and improvements to convey sewage flows in excess of the wastewater treatment plant (WWTP) capacity, and discharge these untreated combined sewage overflows to the new outfall. This scope of services covers final design of the CSO pump station, including abandonment of CSO outfall #4, along with investigations to support the pump station design. Services under this amendment will be provided by additional consultants directly contracted through HDR. The primary firms included in this work include:

- HDR - Prime
- GeoEngineers Inc. (Geo) – Subconsultant

In addition, the City has contracted with other consultants to provide assistance in the completion of the project. This includes:

- Widener Associates (WA) – Permitting

While HDR is the Prime and point of contact for this work, the firm responsible for specific tasks is indicated in the title of each task in this scope of work.

### Scope of Services

The following tasks are included in this scope of services:

- Task 2100 Project Management
- Task 2300 Geotechnical Services
- Task 3600 CSO Pump Station Final Design
- Task 3800 Permitting Support
- Task 4000 Engineering Services during Construction

### Task 2100 Project Management (HDR)

#### Objective

The purpose of this task is to monitor and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

#### Consultant Services

1. Prepare a Project Management Plan (Project Guide) 1 outlining the project scope, team organization, schedule, and communications information.
2. Coordinate the project team (including subconsultants).
3. Prepare monthly status reports describing the following:
  - a. Services provided during the month

- 
- b. Services planned for the next month
    - c. Needs for additional information
    - d. Scope/schedule/budget issues
    - e. Schedule update and financial status summary
  4. Prepare monthly invoices formatted in accordance with contract terms.
  5. Attend project management meetings with the client Project Manager to review project scope, schedule, and budget issues.
  6. Quality assurance – Complete quality assurance management review to monitor project execution.
  7. Attend a project kickoff meeting.

### **Client Responsibilities**

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

### **Assumptions**

1. Project management meetings will be held once a week by telephone call during the first 6 months and then reducing to once every 2 weeks. Duration of the meetings are assumed to be 2 hours each (including preparation time and summary), with a maximum of 52 total meetings.
2. The duration of this phase of the project is 1.5 years.
3. No in person project status and review meetings are anticipated.
4. Invoices will be HDR standard invoice format.
5. Expense backup will not be provided with invoices but will be available for review at HDR.
6. HDR has a reasonable right to rely on data provided to the HDR team needed for analysis, deliverables or recommendations (note: applies to all tasks).
7. HDR is responsible for the overall quality and will review (quality assurance) each deliverable provided by members of the team as subconsultants. Each subconsultant shall perform their own Quality Control (QC) and provide documentation upon request.

### **Deliverables**

1. Project Management Plan (Project Guide) will be available to the City upon request (PDF format), to include health and safety plan (HDR and subconsultant field work).
2. Monthly reports and invoices (one copy with invoice, PDF format).
3. Monthly project schedule and budget updates (PDF format).

---

## **Task 2300 Geotechnical Services (Geo)**

### **Objective**

Provide additional geotechnical services and evaluations to facilitate the design of the CSO Pump Station.

### **Consultant Services**

1. Review and evaluate the existing geotechnical information (including soil borings, rock borings, laboratory test results, etc.) of the proposed location of the CSO pump station.
2. Discuss findings with project team and City.
3. Conclusions and recommendations will be incorporated into the final design of the CSO pump station.

### **Client Responsibilities**

1. None identified.

### **Assumptions**

1. No additional geotechnical investigations are required or included in this scope of services. Data and information from existing geotechnical investigations is assumed to be adequate for use on the final design of the CSO pump station.
2. Should additional information or investigation be recommended, that will be presented to the City along with additional information supporting the request prior to proceeding.

### **Deliverables**

1. Information will be incorporated into the Draft and Final Geotechnical Design Technical Memorandum (PDF format).

## **Task 3600 CSO Pump Station Design (HDR)**

The following task will provide engineering services to prepare final design documents for the CSO Pump Station based on the results of the predesign services that were completed in Task 2600 of the Outfall Predesign contract.

### **Objective**

Provide design of the CSO Pump Station located at the Anacortes WWTP.

### **Consultant Services**

1. Conduct 2 collaborative design development workshops between City staff and HDR staff to develop the goals and design criteria to develop a Basis of Design Report (BODR).
2. Prepare a Basis of Design Report (BODR) to support the concepts from the design development workshops and document an agreed design basis for the CSO Pump Station.

3. Perform the design of the CSO Pump Station in accordance with the conclusions of the BODR.
4. Evaluate the construction impacts for both existing utilities and roadway/surface to determine affected existing facilities related to the location of the new CSO Pump Station.
5. Work with City staff to determine traffic control requirements and accessibility adjacent to the construction activities.
6. Develop drawings to reflect the construction of the CSO Pump Station. A preliminary list of specifications is listed below.

| Sheet Number | Sheet Name                                         |
|--------------|----------------------------------------------------|
| G-001        | Coversheet, Vicinity and Location Maps, Sheet List |
| G-002        | Legend, Abbreviations                              |
| G-003        | General Notes                                      |
| G-100        | Survey Control Notes                               |
| G-101        | Survey/Basemap 1                                   |
| G-200        | Hydraulic Profile                                  |
| C-001        | Site Access and Staging Plan                       |
| C-002        | Demolition Plan 1                                  |
| C-003        | Demolition Plan 2                                  |
| C-004        | Drainage, Grading, TESC                            |
| C-005        | Restoration and Planting Plan                      |
| C-006        | Civil Details                                      |
| C-007        | Civil Details                                      |
| C-008        | Planting Details                                   |
| C-009        | ESC Details                                        |
| C-100        | CSO Forcemain Plan and Profile                     |
| C-200        | IPS Bypass Plan and Profile                        |
| M-001        | Mechanical Details 1                               |
| M-002        | Mechanical Details 2                               |
| M-100        | Wet Well Plan and Section                          |
| M-200        | Valve Vault Plan and Section                       |
| M-300        | Flowmeter Vault Plan and Section                   |
| M-400        | IPS Bypass Plan and Section                        |
| T-001        | Traffic Control Details                            |
| T-100        | Single Lane Closure                                |
| E-001        | Electrical Site Plan                               |
| E-100        | Electrical Schedules 1                             |
| E-101        | Electrical Schedules 2                             |
| E-200        | Electrical Details 1                               |
| E-201        | Electrical Details 2                               |
| E-202        | Electrical Details 3                               |
| E-203        | Electrical Details 4                               |
| E-300        | One-line Diagram                                   |
| E-400        | Block Diagram                                      |
| Y-001        | Instrumentation Details                            |
| Y-100        | CSO Pump Station P&ID                              |

|       |                                                    |
|-------|----------------------------------------------------|
| Y-200 | Network Block Diagram                              |
| Y-201 | Control Panel Layout                               |
| Y-202 | Control Panel Power Distribution                   |
| Y-203 | Control Panel Control Diagram                      |
| Y-204 | Wiring Diagrams                                    |
| Y-205 | Wiring Diagrams                                    |
| Y-206 | Power Panel Layout                                 |
| G-001 | Coversheet, Vicinity and Location Maps, Sheet List |
| G-002 | Legend, Abbreviations                              |
| G-003 | General Notes                                      |
| G-100 | Survey Control Notes                               |
| G-101 | Survey/Basemap 1                                   |

7. Develop specifications for a complete contract package of the CSO Pump Station. A preliminary list of specifications is listed below.

| Number                                                               | Title                                                     |
|----------------------------------------------------------------------|-----------------------------------------------------------|
| <b><i>Division 00 – Procurement and Contracting Requirements</i></b> |                                                           |
| 00 01 07                                                             | Seals and Signatures                                      |
| 00 11 13                                                             | Invitation to Bid                                         |
| 00 21 13                                                             | Instructions to Bidders                                   |
| 00 21 14                                                             | Bidder's Checklist                                        |
| 00 35 00                                                             | State of Washington Prevailing Wage Requirements          |
| 00 41 13                                                             | Proposal                                                  |
| 00 43 16                                                             | Surety Bid Bond Form                                      |
| 00 44 00                                                             | Information Required of Bidder                            |
| 00 44 10                                                             | Proposed Subcontractors                                   |
| 00 45 10                                                             | Anti-Discrimination Certificate                           |
| 00 45 15                                                             | Contractor's Non-Collusion and Debarment Affidavit        |
| 00 45 20                                                             | Executive Order 11246 Compliance Statement                |
| 00 52 13                                                             | Contract                                                  |
| 00 61 13                                                             | Performance Bond                                          |
| 00 61 14                                                             | Payment Bond                                              |
| 00 62 00                                                             | Notice of Award Letter                                    |
| 00 63 00                                                             | Notice to Proceed                                         |
| 00 64 00                                                             | Notice of Substantial Completion                          |
| 00 64 10                                                             | Notice of Final Completion                                |
| 00 72 13                                                             | General Conditions (EJCDC C-700—2018)                     |
| 00 73 00                                                             | Supplementary Conditions to EJCDC General Conditions C700 |
| <b><i>Division 01 – General Requirements</i></b>                     |                                                           |
| 01 11 00                                                             | Summary of Work                                           |
| 01 22 00                                                             | Measurement and Payment                                   |
| 01 25 13                                                             | Product Substitutions                                     |
| 01 29 73                                                             | Schedule of Values                                        |
| 01 29 76                                                             | Progress Payment Procedures                               |
| 01 30 00                                                             | Special Conditions                                        |
| 01 32 16.02                                                          | Construction Progress Schedule                            |
| 01 33 00                                                             | Submittals                                                |

|                                          |                                                      |
|------------------------------------------|------------------------------------------------------|
| 01 35 05                                 | Environmental Protection and Special Controls        |
| 01 51 05                                 | Temporary Utilities                                  |
| 01 62 00                                 | Product Options                                      |
| 01 65 50                                 | Product Delivery, Storage, and Handling              |
| 01 71 14                                 | Mobilization and Demobilization                      |
| 01 71 23                                 | Field Engineering                                    |
| 01 77 19                                 | Closeout Procedures                                  |
| 01 78 39                                 | Project Record Documents                             |
|                                          |                                                      |
| <b>Division 02 – Existing Conditions</b> |                                                      |
| 02 41 00                                 | Demolition                                           |
| 02 06 13                                 | Geotechnical Baseline Report                         |
|                                          |                                                      |
| <b>Division 03 – Concrete</b>            |                                                      |
| 03 31 30                                 | Concrete Materials and Proportioning                 |
| 03 41 33                                 | Precast and Prestressed Concrete                     |
|                                          |                                                      |
| <b>Division 05 – Metals</b>              |                                                      |
| 05 50 00                                 | Metal Fabrications                                   |
|                                          |                                                      |
| <b>Division 08 – Openings</b>            |                                                      |
| 08 31 00                                 | Access Doors                                         |
|                                          |                                                      |
| <b>Division 09 – Finishes</b>            |                                                      |
| 09 96 00                                 | High Performance Industrial Coatings                 |
|                                          |                                                      |
| <b>Division 10 – Specialties</b>         |                                                      |
| 10 14 00                                 | Identification Devices                               |
|                                          |                                                      |
| <b>Division 26 – Electrical</b>          |                                                      |
| 26 05 00                                 | Electrical Basic Requirements                        |
| 26 05 19                                 | Wire and Cable - 600 V and Below                     |
| 26 05 26                                 | Grounding and Bonding                                |
| 26 05 33                                 | Raceways and Boxes                                   |
| 26 05 43                                 | Electrical - Exterior Underground                    |
| 26 05 48                                 | Electrical Seismic Restraint Systems                 |
| 26 08 13                                 | Acceptance Testing                                   |
| 26 24 16                                 | Panelboards                                          |
| 26 24 19                                 | Motor Control Equipment                              |
| 26 27 26                                 | Wiring Devices                                       |
| 26 28 00                                 | Overcurrent and Short Circuit Protective Devices     |
| 26 28 16                                 | Safety Switches                                      |
| 26 43 13                                 | Low Voltage Surge Protection Devices (SPD)           |
|                                          |                                                      |
| <b>Division 31 – Earthwork</b>           |                                                      |
| 31 23 00                                 | Earthwork                                            |
| 31 23 19                                 | Dewatering                                           |
| 31 23 33                                 | Trenching, Backfilling, and Compacting for Utilities |
| 31 25 00                                 | Soil Erosion and Sediment Control                    |

|                                                                                          |                                                          |
|------------------------------------------------------------------------------------------|----------------------------------------------------------|
|                                                                                          |                                                          |
| <b>Division 32 – Exterior Improvements</b>                                               |                                                          |
| 32 12 16                                                                                 | Asphaltic Concrete Vehicular Paving                      |
| 32 16 13                                                                                 | Concrete Curb and Gutter                                 |
| 32 16 23                                                                                 | Concrete Sidewalks and Steps                             |
| 32 31 13                                                                                 | Chain Link Fence and Gates                               |
| 32 92 00                                                                                 | Seeding, Sodding and Landscaping                         |
|                                                                                          |                                                          |
| <b>Division 33 – Utilities</b>                                                           |                                                          |
| 33 05 15                                                                                 | Precast Concrete Utility Structures                      |
| 33 05 16                                                                                 | Precast Concrete Manhole Structures                      |
|                                                                                          |                                                          |
| <b>Division 40 – Process Interconnections</b>                                            |                                                          |
| 40 05 00                                                                                 | Pipe and Pipe Fittings - Basic Requirements              |
| 40 05 07                                                                                 | Pipe Support Systems                                     |
| 40 05 19                                                                                 | Pipe - Ductile                                           |
| 40 05 24                                                                                 | Valves - Basic Requirements                              |
| 40 05 52                                                                                 | Miscellaneous Valves                                     |
| 40 05 61                                                                                 | Gate Valves                                              |
| 40 05 62                                                                                 | Plug Valves                                              |
| 40 05 63                                                                                 | Ball Valves                                              |
| 40 05 66                                                                                 | Check Valves                                             |
| 40 61 13                                                                                 | Process Control Systems General Requirements             |
| 40 61 93                                                                                 | Process Control System Input/Output List                 |
| 40 63 43                                                                                 | Programmable Logic Controller (PLC) Control System       |
| 40 67 00                                                                                 | Control System Equipment Panels and Racks                |
| 40 71 00                                                                                 | Flow Instrumentation                                     |
| 40 72 00                                                                                 | Level Instrumentation                                    |
| 40 90 05                                                                                 | Control Loop Descriptions                                |
| 40 96 52                                                                                 | Configuration Requirements - HMI                         |
| 40 97 00                                                                                 | Control Auxiliaries                                      |
|                                                                                          |                                                          |
| <b>Division 43 – Process Gas and Liquid Handling, Purification and Storage Equipment</b> |                                                          |
| 43 21 00                                                                                 | Pumping Equipment – Basic Requirements                   |
| 43 24 16                                                                                 | Pumping Equipment – Sump Pumps                           |
| 43 25 13                                                                                 | Pumping Equipment - Submersible End Suction Sewage Pumps |

8. Conduct 3 submittal review workshops to review 30%, 60% and 90% design submittals.
9. Prepare Engineer's Opinion of Probable Construction Cost (OPCC) estimates at the 30% and 90% design levels for inclusion with the associated submittal.

### **Client Responsibilities**

1. City shall review and provide timely, consolidated (conflict-resolved) comments on deliverables within 10 business days.
2. Attend 2 collaborative design development workshops and 3 submittal review workshops.

---

## **Assumptions**

1. Specifications will be based on the City of Anacortes Clearwell project.
2. Concrete structures (manholes, vaults, etc.) are assumed to be pre-cast. No cast in place concrete structures are required.
3. No additional survey activities required for execution of this project, existing survey files will be used for project execution.
4. Meetings will be held remotely via video conferencing. Meetings will be attended by HDR PM and up to 4 other HDR staff. Meetings will require 1 hour for PM, 2 hours for the other HDR staff, including meeting preparation, attendance, follow-up, and notes.
5. Engineer's OPCC estimate for the 30% design will have a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 4, Study/Feasibility Level, 15 to 40 percent project definition, +50% to -30% Range of Accuracy.
6. Engineer's OPCC estimate for the 90% design will have a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 2, Budget Check Level, 60 to 95 percent project definition, +20% to -15% Range of Accuracy.

## **Deliverables**

1. Draft, Draft Final and Final BODR (PDF format).
2. 30% design submittal (drawings only) (PDF format).
3. 60% design submittal (PDF format).
4. 90% design submittal (PDF format).
5. 100% (Issue for Bid) design submittal (PDF format).

## **Task 3800 Permitting Support (HDR)**

### **Objective**

The City will need to acquire permits for the construction of the new CSO Pump Station. The preparation and acquisition of permits will be provided by Widener Associates, with information provided by the design team.

### **Consultant Services**

1. Provide support to the City's permitting subconsultant in permit preparation.

### **Client Responsibilities**

1. Submit and track the permit applications and monitor status for the following: Local permits and SEPA compliance.

### **Assumptions**

1. The City is contracting a separate permitting consultant, Widener Associates, to prepare, submit and track permits.

---

## **Deliverables**

1. Documentation to support the permit applications by others (PDF format).

## **Task 3900 Quality Assurance and Quality Control**

### **Objective**

The purpose of this task is to prepare a quality assurance plan and to conduct overall quality control reviews during the course of the project.

### **Approach**

1. HDR will perform internal quality control review on all the deliverables identified in this Scope of Services before they are sent to the City. A Senior Engineer from HDR, not specifically involved in this project, will provide the QC review. HDR's PM will identify the reviewer. Task Lead/Project Engineer will coordinate with the reviewer to implement the QC review process. Individual quality control reviews will be conducted under the discipline budgets.

### **HDR Services**

1. Quality Assurance/Quality Control Plan. HDR will develop a Quality Assurance/Quality Control plan prior to commencing work.
2. Quality Assurance Review: At project initiation, HDR will conduct a quality assurance review at project commencement. Review will be by senior engineers not associated with the project.
3. Design Control Review: A senior engineer, not otherwise involved in the project, will perform quality control reviews of the BODR, 30%, 60%, 90%, and 100% (Issue for Bid) documents prior to submittal to the City.

### **City Responsibilities**

1. None identified.

### **Assumptions**

1. None identified.

### **Deliverables**

1. None identified.

## **Task 4000 Engineering Services During Construction (HDR)**

### **Objective**

Provide Engineering Services during Construction (SDCs) for the City during the construction of CSO Pump Station, including support during bidding and contract award.

### **Consultant Services**

1. During bidding and contract award:

- 
- a. Respond to questions by potential contractors.
    - b. Prepare bid addenda (as required).
    - c. Review qualifications submittals.
    - d. Review bid tabulations.
  2. During construction: Engineering services During Construction (RFI review, submittal review, etc.) have not been defined at this time and are not included in this scope of services. An amendment will be prepared for once the level of services is defined during the course of the project.

### **Client Responsibilities**

1. Not defined at this time.

### **Assumptions**

1. Services under this task, including support during bidding and contract award, are based on time and materials plus expenses with a fee not to exceed \$13,000 for HDR.

### **Deliverables**

1. Responses to bidder questions (PDF format).
2. Bid Addenda (as required) (PDF format).

---

## Schedule

The preliminary schedule for the project is as follows:

| Milestones                                                                  | Date              |
|-----------------------------------------------------------------------------|-------------------|
| Notice to Proceed                                                           | January 24, 2021  |
| Design Development Workshop 1                                               | February 3, 2021  |
| Draft Basis of Design Report and Design Development                         | February 17, 2021 |
| 30% Design documents (drawings only) and Draft Final Basis of Design Report | March 12, 2021    |
| 60% Design documents                                                        | May 14, 2021      |
| 90% Design documents and Final Basis of Design Report                       | July 16, 2021     |
| 100% Design (Issue for Bid) documents and Final Basis of Design Report      | August 13, 2021   |

---

# **CONTRACT 21-025-SEW-001**

## **EXHIBIT B**

### **PAYMENT TERMS**

Compensation for HDR's services under this Agreement shall be on the basis of the actual employee hourly rate equal to Direct Labor Cost times a multiplier of **3.2** to be paid as total compensation for each hour an employee works on the project, plus Eligible Expenses, subject to the maximum stated in Article 2. Direct Labor Cost shall mean the actual salaries and wages, (basic and overtime) paid to all personnel engaged directly on the project.

Eligible Expenses shall mean the actual expenses incurred directly in connection with the project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping and express mail, and other incurred expense. HDR will add three percent (3%) to invoices received by HDR from subconsultants. Charges for typical reimbursable expenses incurred by HDR will be at the following rates.

|                |                                                                                                     |
|----------------|-----------------------------------------------------------------------------------------------------|
| Miscellaneous: | Postage at cost                                                                                     |
| Travel:        | IRS rate for business use of an automobile, currently \$0.545/mile<br>Other travel expenses at cost |
| Copying:       | At cost.                                                                                            |
| Phone:         | No charge except for outside coordinated conference calls                                           |
| Lodging:       | Reimbursable at cost associated with travel                                                         |
| Meals:         | Reimbursable at cost associated with travel                                                         |

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the HDR's compensation as reimbursable expenses.

The fee estimate for the scope of services described in Exhibit A is shown in the table below. HDR may adjust the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered.

---

|                  |                               | HDR Labor    |            | Subconsultant |                     |
|------------------|-------------------------------|--------------|------------|---------------|---------------------|
| Task             | Description                   | Labor        | Expenses   | Geo*          | Total               |
| 2100             | Project Management            | \$66,290.32  | \$0        |               | \$66,290.32         |
| 2300             | Geotechnical Services         | \$3,298.56   | \$0        | \$6,180.00    | \$9,478.56          |
| 3600             | CSO Pump Station Final Design | \$458,954.98 | \$1,000.00 |               | \$459,954.98        |
| 3800             | Permitting Support            | \$6,498.56   | \$0        |               | \$6,498.56          |
| 3900             | QA/QC                         | \$37,057.36  |            |               | \$37,057.36         |
| 4000             | Services During Construction  | \$12,544.18  | \$456.00   |               | \$13,000.18         |
| <b>Total Fee</b> |                               |              |            |               | <b>\$592,279.96</b> |

- Includes markup for subconsultants.

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: CSO Pump Station



|                  | Project Role                             | Hellingsworth, Jeremy N. | Lee, Christine Lauze | Mills, Janet Austin | Clawson, Kate Lea | Johnson, Michelle Kelly | Aguiar, Oscar | Pedrick, Kenneth H. | Corlew, Joe Robert | Thomas, John Michael (Lorr) | Huston, Madeline Paige (Modi) | Gonzalez-Zayas, Luis Armando | Pilapil, Edwin F. | DeJoria, Damien | Jensen, Todd R. | Phelps, Douglas | Hesteg, Mark | Gunn, Vanessa C. |
|------------------|------------------------------------------|--------------------------|----------------------|---------------------|-------------------|-------------------------|---------------|---------------------|--------------------|-----------------------------|-------------------------------|------------------------------|-------------------|-----------------|-----------------|-----------------|--------------|------------------|
|                  | Project Manager                          | 258.62                   | 110.98               | 128.77              | 329.50            | 98.88                   | 280.24        | 153.70              | 113.25             | 210.86                      | 128.42                        | 118.72                       | 150.65            | 131.08          | 293.20          | 190.50          | 143.20       | 177.12           |
| 2100             | Project Management                       | 192                      | 66                   | 8                   | 19                | 34                      | 0             | 0                   | 0                  | 0                           | 0                             | 0                            | 0                 | 0               | 0               | 0               | 0            | 0                |
| 2300             | Geotechnical Services                    | 8                        | 0                    | 0                   | 0                 | 0                       | 0             | 8                   | 0                  | 0                           | 0                             | 0                            | 0                 | 0               | 0               | 0               | 0            | 0                |
| 3600             | CSO Pump Station Final Design            | 200                      | 0                    | 0                   | 0                 | 80                      | 0             | 412                 | 320                | 100                         | 200                           | 200                          | 440               | 160             | 16              | 16              | 16           | 16               |
| 3800             | Permitting Support                       | 8                        | 0                    | 0                   | 0                 | 0                       | 0             | 8                   | 8                  | 0                           | 0                             | 0                            | 0                 | 0               | 0               | 0               | 0            | 0                |
| 3900             | QA/QC                                    | 0                        | 0                    | 0                   | 0                 | 0                       | 24            | 0                   | 0                  | 0                           | 0                             | 0                            | 0                 | 0               | 0               | 0               | 0            | 0                |
| 4000             | Engineering Services During Construction | 16                       | 0                    | 0                   | 0                 | 8                       | 0             | 16                  | 4                  | 0                           | 4                             | 4                            | 0                 | 24              | 0               | 0               | 0            | 0                |
| Task Total Hours |                                          | 424.00                   | 66.00                | 8.00                | 12.00             | 112.00                  | 24.00         | 444.00              | 332.00             | 100.00                      | 204.00                        | 204.00                       | 440.00            | 184.00          | 16.00           | 16.00           | 16.00        | 16.00            |
| Task Total Fee   |                                          | \$ 109,654.88            | \$ 6,214.88          | \$ 1,030.16         | \$ 3,954.00       | \$ 11,074.56            | \$ 6,389.76   | \$ 68,242.80        | \$ 37,599.00       | \$ 21,686.00                | \$ 26,197.68                  | \$ 24,218.88                 | \$ 68,486.00      | \$ 24,229.12    | \$ 4,692.00     | \$ 3,048.96     | \$ 2,292.16  | \$ 2,833.92      |

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: CSO Pump Station



|                  | Project Role                             | Pujalte-Gung, Jeff | Wozniak, Carlos C. | Jamerson, Lawrence S. | Corbett, William W Jr. | Haji, Mohammad H. | Johnson, Bruce M. | Kimsey, Lance G. | Koch, John Edward Jr. | Alvares, Charles C. | Capetillo, John | Danheim, Daniel P. (Dan) | Pietz, Dan L. | Razon, Rafael C. | Bergstrom, Eric G. | Razon, Gregory L. | Johnson, Ty M. | Brookhart, Peter R. Jr. (Peter) | Total Labor Hours | Total Labor Dollars |
|------------------|------------------------------------------|--------------------|--------------------|-----------------------|------------------------|-------------------|-------------------|------------------|-----------------------|---------------------|-----------------|--------------------------|---------------|------------------|--------------------|-------------------|----------------|---------------------------------|-------------------|---------------------|
|                  | Traffic Engineer                         | 145.22             | 152.42             | 206.00                | 294.42                 | 273.15            | 267.30            | 230.42           | 500.38                | 340.75              | 156.05          | 133.18                   | 348.48        | 286.75           | 332.42             | 255.26            | 236.02         | 288.93                          |                   |                     |
| 3100             | Project Management                       | 0                  | 0                  | 0                     | 0                      | 0                 | 0                 | 0                | 0                     | 0                   | 0               | 0                        | 0             | 0                | 0                  | 13                | 0              | 0                               | 364               | \$ 64,260.55        |
| 3200             | Geotechnical Services                    | 0                  | 0                  | 0                     | 0                      | 0                 | 0                 | 0                | 0                     | 0                   | 0               | 0                        | 0             | 0                | 0                  | 0                 | 0              | 0                               | 16                | \$ 3,208.96         |
| 3600             | CSO Pump Station Final Design            | 16                 | 24                 | 4                     | 24                     | 0                 | 40                | 0                | 20                    | 30                  | 160             | 34                       | 20            | 80               | 48                 | 0                 | 24             | 30                              | 3710              | \$ 458,954.98       |
| 3800             | Permitting Support                       | 0                  | 0                  | 0                     | 0                      | 0                 | 0                 | 0                | 0                     | 0                   | 0               | 0                        | 0             | 8                | 0                  | 0                 | 0              | 0                               | 23                | \$ 4,498.56         |
| 3900             | QA/QC                                    | 0                  | 0                  | 0                     | 0                      | 0                 | 0                 | 40               | 0                     | 0                   | 0               | 0                        | 0             | 0                | 0                  | 0                 | 88             | 0                               | 162               | \$ 37,907.36        |
| 4000             | Engineering Services During Construction | 0                  | 0                  | 0                     | 0                      | 0                 | 1                 | 0                | 0                     | 0                   | 0               | 0                        | 0             | 1                | 0                  | 0                 | 0              | 0                               | 78                | \$ 12,944.18        |
| Task Total Hours |                                          | 16.00              | 24.00              | 4.00                  | 24.00                  | 8.00              | 41.00             | 40.00            | 20.00                 | 20.00               | 160.00          | 24.00                    | 20.00         | 89.00            | 48.00              | 12.00             | 164.00         | 30.00                           | 3292.00           |                     |
| Task Total Fee   |                                          | \$ 2,323.52        | \$ 3,658.08        | \$ 1,024.00           | \$ 6,826.08            | \$ 2,185.20       | \$ 10,962.99      | \$ 9,576.80      | \$ 6,007.60           | \$ 6,995.80         | \$ 25,288.00    | \$ 3,196.32              | \$ 6,969.60   | \$ 25,520.75     | \$ 15,956.16       | \$ 3,063.12       | \$ 24,577.28   | \$ 8,667.90                     |                   | \$ 584,643.96       |



## City Council Agenda Bill

**Meeting Date:** February 1, 2021    **Agenda Item:** 5.c.

**Agenda Item Title:** Finance Update

**Staff Contact(s):** STEVE HOGLUND

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| STEVE HOGLUND                                      | Staff Report              |

**Item Summary:** Year end finance update

**Budget Impact:**

**Previous Action:**

**Recommended Motion:**

**Alternative Actions:** N/A

**Attachments (listed in order presented):**

1. Year End Finance Update

# Year End Finance Update

Coronavirus  
caused  
recession



Online shopping  
exceeds historical  
norms



Revenues picked up  
toward year end.



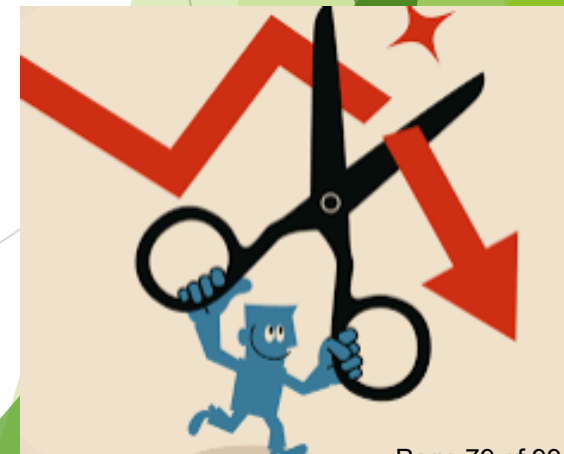
Grants from  
Federal and  
Private  
sources



Construction stayed  
hot!



Finished the year  
better than expected.



# Year End Finance Update

March 2020 Covid-19

Budget Actions the City took in response:

- June \$1.6M budget amendment to conserve resources
- Hiring freeze implemented
- Equipment purchase freeze and deferrals
- Other conservation and sequestration measures

# Year End Finance Update

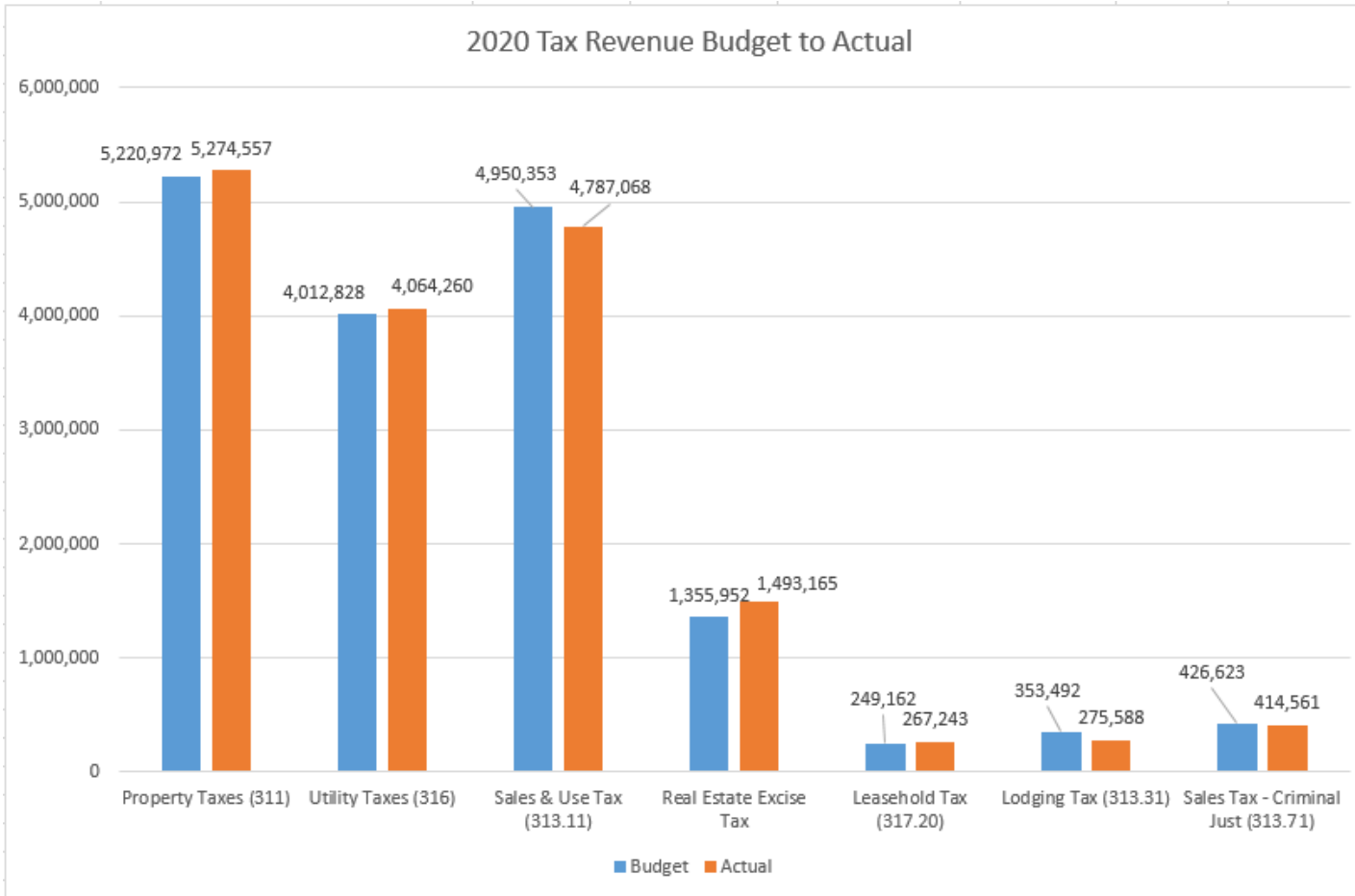
Mid year 2020 Covid related Grants were awarded

- Cares Act allocated \$720K to the City for Covid related expenses (including staff time).
- Over \$100K through CDBG for local business relief.
- FEMA allocated over \$100K for EMS related Covid impacts.
- Anonymous donor gave \$100K for small business relief.
- Total 2020 Covid related grants: \$1,099,372.02

# Year End Finance Update

- All of those additional resources were not budgeted for, but they all flowed through the City accounting system.
- This resulted in excess spending that was not foreseen when Covid set in, particularly in Info Sys, Planning, and Facilities.
- End result: See Budget Amendment Ordinance 3083
  - We will discuss in further detail later

# Year End Finance Update



## General Revenues:

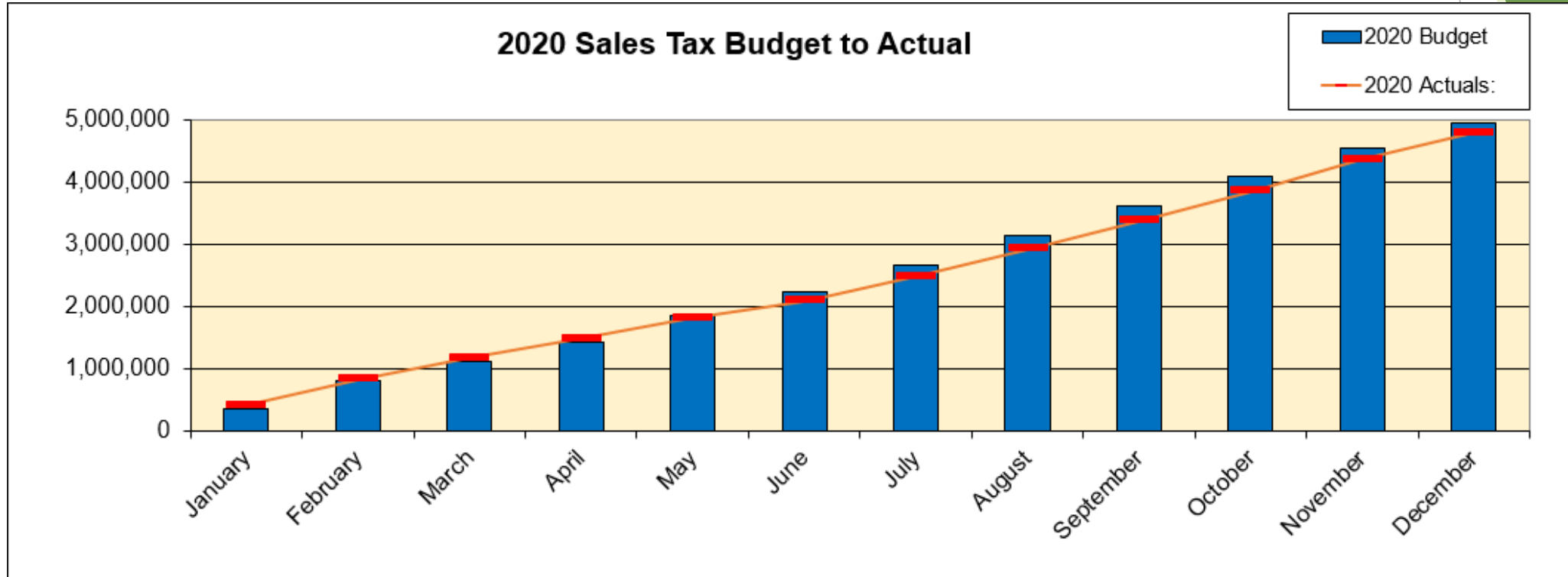
Overall when all of the City's major tax revenue streams are considered, we ended the year right on budget.

- Note some of the revenues listed are restricted, and not available for General use.

| Taxes                              | Budget     | Actual     | Jan - Dec 2020 | 100.0% |  |  |
|------------------------------------|------------|------------|----------------|--------|--|--|
| Property Taxes (311)               | 5,220,972  | 5,274,557  | 101.0%         |        |  |  |
| Utility Taxes (316)                | 4,012,828  | 4,064,260  | 101.3%         |        |  |  |
| Sales & Use Tax (313.11)           | 4,950,353  | 4,787,068  | 96.7%          |        |  |  |
| Real Estate Excise Tax             | 1,355,952  | 1,493,165  | 110.1%         |        |  |  |
| Leasehold Tax (317.20)             | 249,162    | 267,243    | 107.3%         |        |  |  |
| Lodging Tax (313.31)               | 353,492    | 275,588    | 78.0%          |        |  |  |
| Sales Tax - Criminal Just (313.71) | 426,623    | 414,561    | 97.2%          |        |  |  |
| Totals Taxes:                      | 16,569,382 | 16,576,442 | 100.0%         |        |  |  |

# Year End Finance Update

Sales Tax took a big hit mid year, but ended the year strong, the last 3 months exceeding budget.



|                        | January | February | March     | April     | May       | June      | July      | August    | September | October   | November  | December  |
|------------------------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 2020 Budget            | 344,116 | 799,971  | 1,121,901 | 1,432,409 | 1,844,894 | 2,241,948 | 2,657,251 | 3,143,462 | 3,605,869 | 4,081,825 | 4,543,292 | 4,950,353 |
| 2020 Actuals:          | 400,099 | 823,436  | 1,170,259 | 1,477,988 | 1,813,449 | 2,089,022 | 2,480,390 | 2,919,599 | 3,367,440 | 3,845,199 | 4,355,911 | 4,787,068 |
| Year to budget amount: | 55,983  | 23,466   | 48,358    | 45,579    | -31,446   | -152,925  | -176,860  | -223,863  | -238,429  | -236,626  | -187,381  | -163,285  |
| Year to budget %:      | 16.3%   | 2.9%     | 4.3%      | 3.2%      | -1.7%     | -6.8%     | -6.7%     | -7.1%     | -6.6%     | -5.8%     | -4.1%     | -3.3%     |
| Month to budget        | 16.3%   | -7.1%    | 7.7%      | -0.9%     | -18.7%    | -30.6%    | -5.8%     | -9.7%     | -3.2%     | 0.4%      | 10.7%     | 5.9%      |
| 2020 Total:            | 400,099 | 423,337  | 346,823   | 307,729   | 335,461   | 275,574   | 391,368   | 439,209   | 447,841   | 477,759   | 510,712   | 431,157   |

# Year End Finance Update

## Sales Tax Top 10 market segments in 2020:

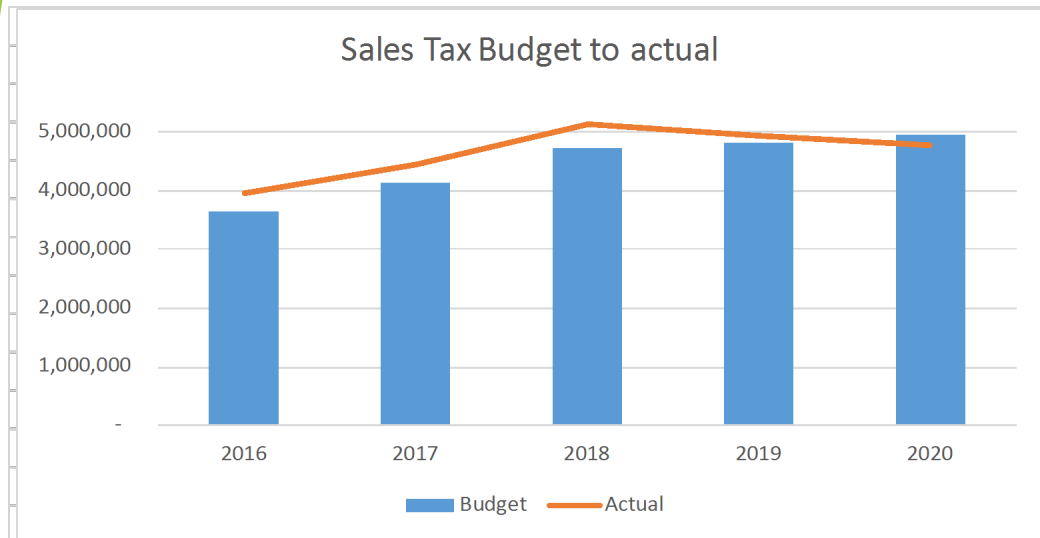
| Description                                              | Local Taxable Sales | % of Total Annual Sales |
|----------------------------------------------------------|---------------------|-------------------------|
| All Other Miscellaneous Store Retailers (except Tobacco  | \$36,865,737        | 7%                      |
| Boat Dealers                                             | \$36,360,198        | 7%                      |
| Car Dealers                                              | \$31,332,838        | 6%                      |
| New Single-Family Housing Construction (except Operative | \$28,256,842        | 5%                      |
| Commercial and Institutional Building Construction       | \$20,224,344        | 4%                      |
| Supermarkets and Other Grocery (except Convenience)      | \$18,585,537        | 3%                      |
| Full-Service Restaurants 2012 re-class Code              | \$15,257,087        | 3%                      |
| Limited-Service Restaurants                              | \$13,488,675        | 2%                      |
| Car Dealers                                              | \$11,688,715        | 2%                      |
| Hardware Stores                                          | \$11,447,007        | 2%                      |

The number 1 producer: All Other Misc, includes online shopping platforms.

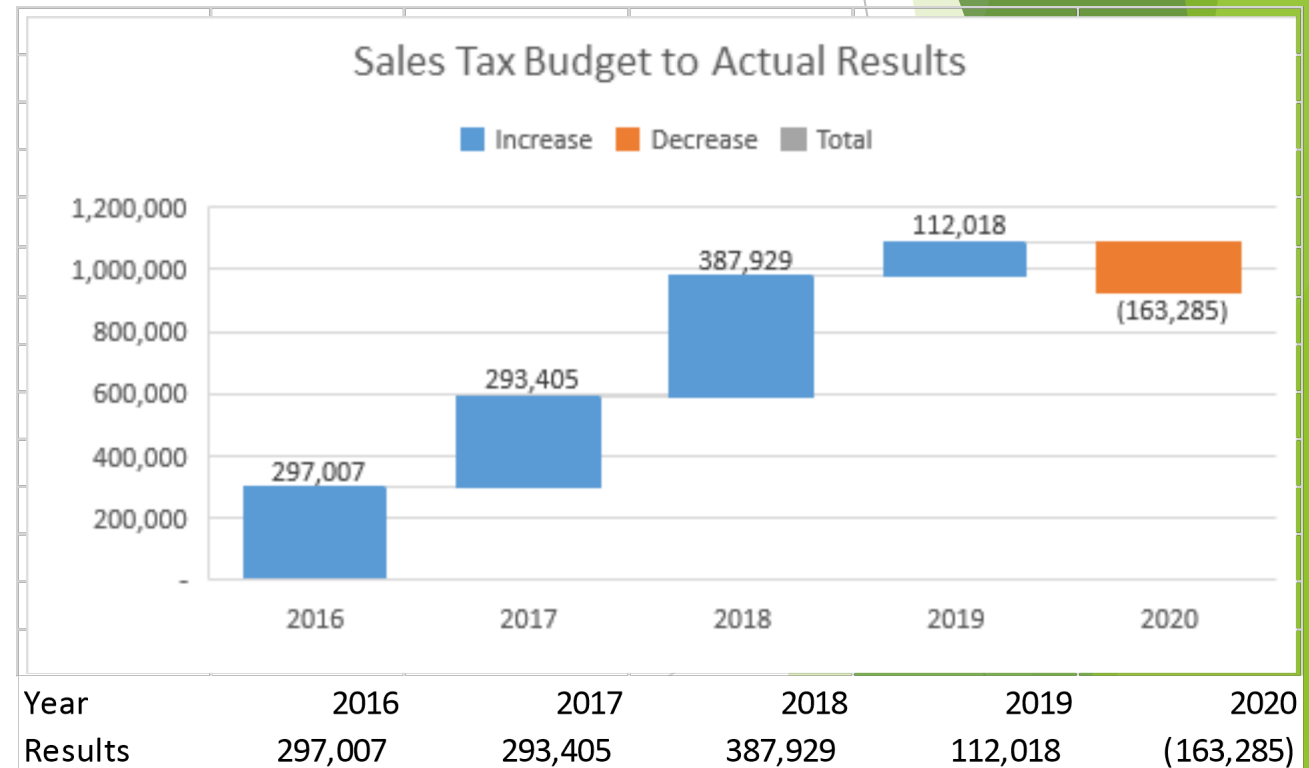
# Year End Finance Update

## Sales Tax: The cost of Covid-19

We are generally conservative in our sales tax forecasting, and usually end the year with actual revenues exceeding budget from 2% - 8%

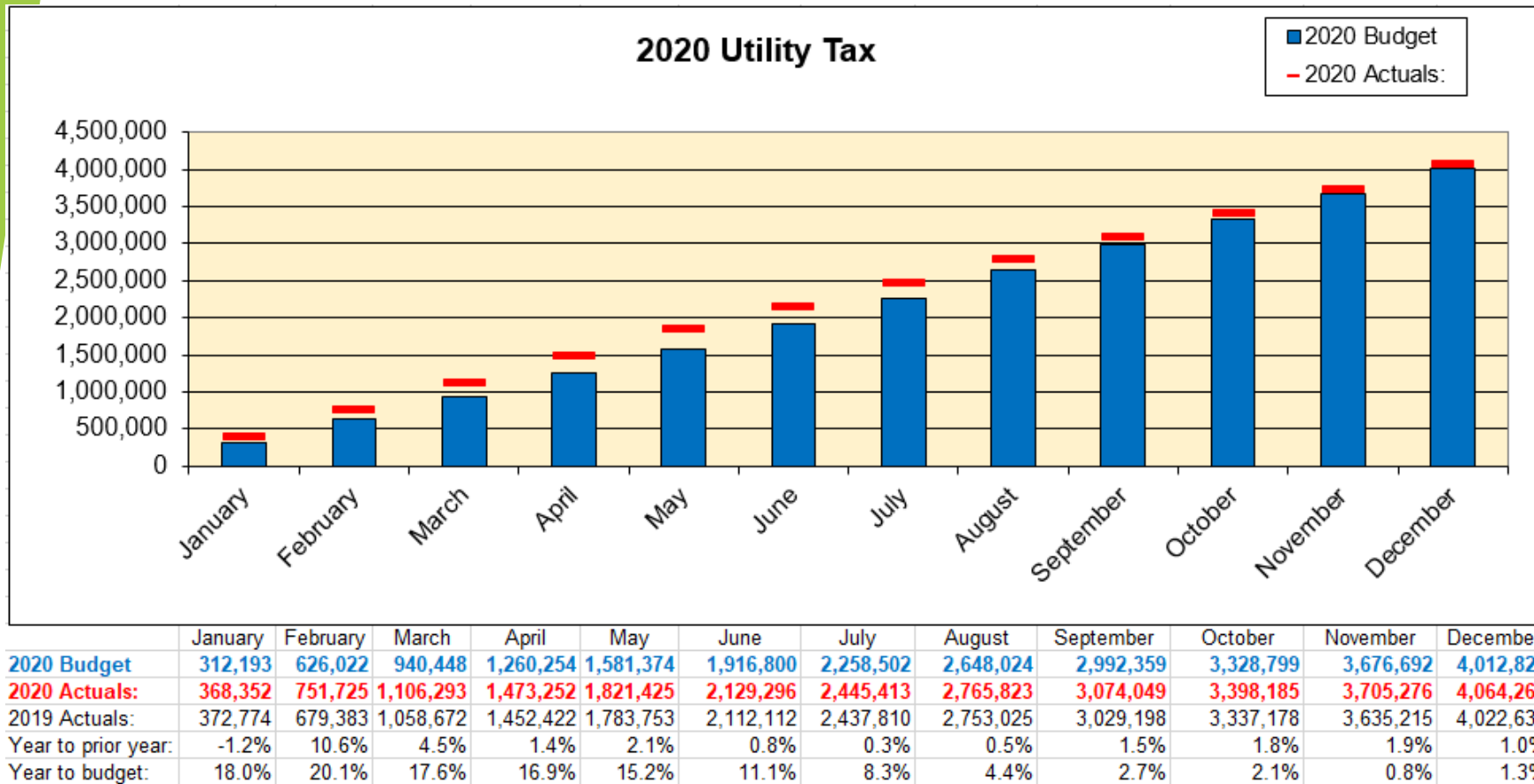


|                                        | 2016      | 2017      | 2018      | 2019      | 2020      |
|----------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Budget                                 | 3,648,844 | 4,145,338 | 4,738,081 | 4,829,613 | 4,950,353 |
| Actual                                 | 3,945,850 | 4,438,743 | 5,126,010 | 4,941,631 | 4,787,068 |
| Difference                             | 297,007   | 293,405   | 387,929   | 112,018   | (163,285) |
| % to Budget                            | 8.1%      | 7.1%      | 8.2%      | 2.3%      | -3.3%     |
| If 2020 ended the year 3% over budget: |           |           |           |           | 5,098,863 |
| Potential over budget amount lost      |           |           |           |           | 148,511   |
| Total amount lost:                     |           |           |           |           | 311,796   |



# Year End Finance Update

Utility Tax (UT) on private utilities (Cable TV, Phone, Natural Gas, Electricity) was up slightly in 2020. Public utility tax (water, sewer, storm, solid waste) was down.



Private UT had been dropping year over year (YOY) for several years, so in 2020 it was budgeted 5% less than 2019 actuals. 2020 actuals came in .8% less than prior year (PY), or 4.2% above budget.

Public UT 2020 actuals are 2.9% over PY, which is 1.4% under budget.

Overall UT exceeds budget by 1.3%.

# Year End Finance Update

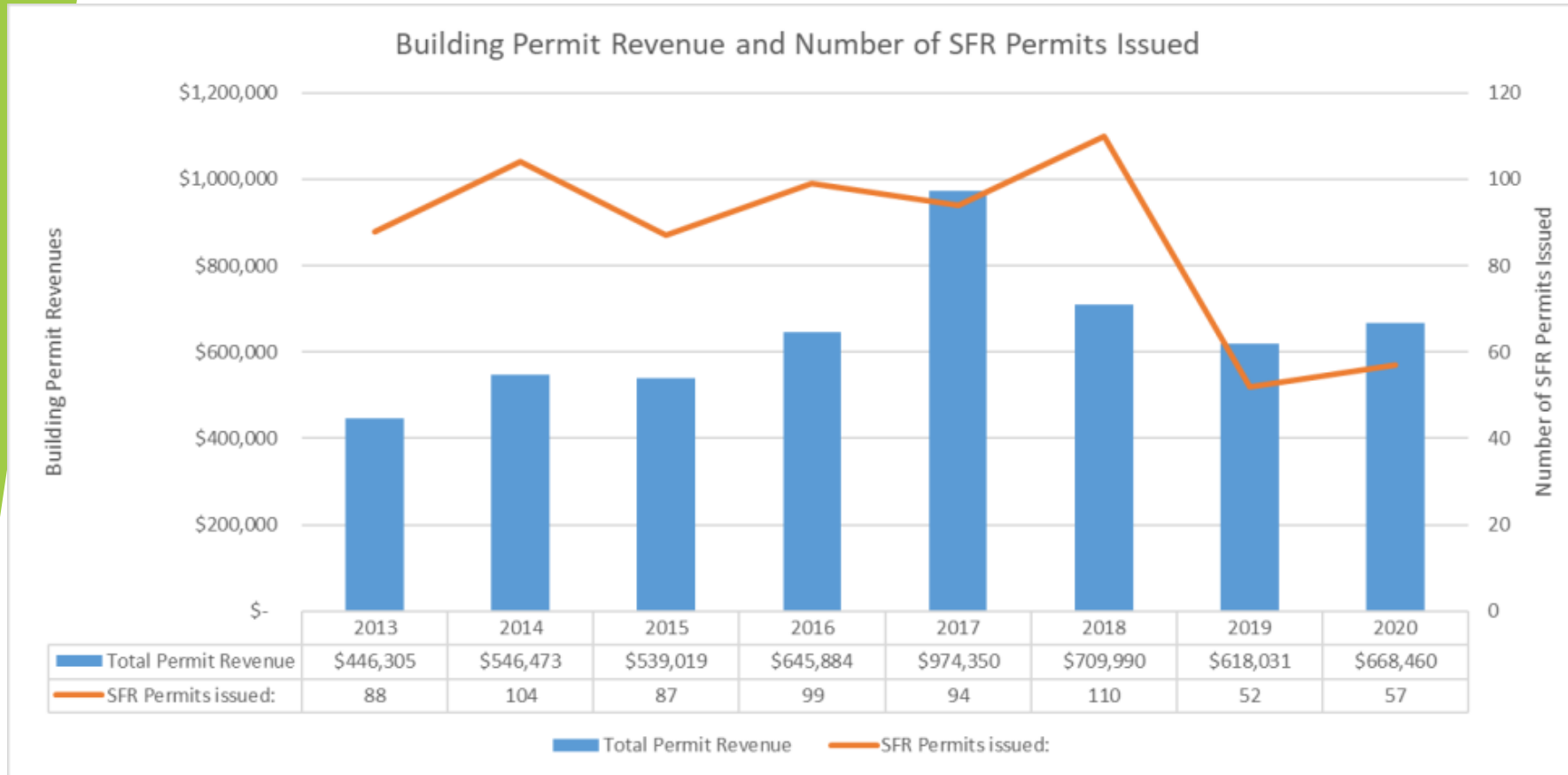
## Utility Tax (UT) on Public utilities

|                                                             |                    |                    |                    |                    |                     |
|-------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Water Consumption                                           |                    |                    |                    |                    |                     |
| Measured in Cubic Feet                                      | 2019               |                    | 2020               |                    |                     |
| CUBIC FEET                                                  | Total Jan-Dec      | Change Nov - Dec   | Total Jan-Dec      | Change Nov-Dec     | Change 2019 - 2020  |
| <u>INDUSTRIAL</u>                                           |                    |                    |                    |                    |                     |
| Shell Puget Sound Refinery                                  | 366,952,224        | (4,620,436)        | 375,698,657        | 4,156,724          | 8,746,433           |
| Tesoro Northwest Co                                         | 285,048,552        | (2,581,593)        | 260,797,812        | 2,154,703          | (24,250,740)        |
| <b>TOTAL: INDUSTRIAL</b>                                    | <b>652,000,776</b> | <b>(7,202,029)</b> | <b>636,496,469</b> | <b>6,311,427</b>   | <b>(15,504,307)</b> |
| <u>WHOLESALE</u>                                            |                    |                    |                    |                    | -2.4%               |
| Town of La Conner                                           | 18,601,083         | 126,550            | 18,167,823         | (250,740)          | (433,260)           |
| City of Oak Harbor                                          | 91,911,266         | (23,808)           | 98,027,932         | (2,510,225)        | 6,116,666           |
| Skagit PUD                                                  | 17,543,388         | 2,233              | 7,873,448          | 139,729            | (9,669,940)         |
| Swinomish Utility Authority                                 | 6,373,324          | (40,786)           | 5,544,058          | 34,465             | (829,266)           |
| <b>TOTAL: WHOLESALE</b>                                     | <b>134,429,061</b> | <b>64,189</b>      | <b>129,613,261</b> | <b>(2,586,771)</b> | <b>(4,815,800)</b>  |
|                                                             |                    |                    |                    |                    | -3.6%               |
| <u>RETAIL</u>                                               |                    |                    |                    |                    |                     |
| Commercial                                                  | 36,919,483         | (190,678)          | 32,696,349         | 274,914            | (4,223,134)         |
| Multifamily                                                 | 5,207,646          | (8,114)            | 5,813,306          | (20,301)           | 605,660             |
| Residential                                                 | 53,334,083         | (296,326)          | 53,624,519         | 516,826            | 290,436             |
| <b>TOTAL: RETAIL</b>                                        | <b>95,461,212</b>  | <b>(495,118)</b>   | <b>92,134,174</b>  | <b>771,439</b>     | <b>(3,327,038)</b>  |
|                                                             |                    |                    |                    |                    | -3.5%               |
| <b>TOTAL: IN CUBIC FEET</b>                                 | <b>881,891,049</b> | <b>(7,632,958)</b> | <b>858,243,904</b> | <b>4,496,095</b>   | <b>(23,647,145)</b> |
|                                                             |                    |                    |                    |                    | -2.7%               |
| The green boxes are the 2019 to 2020 YTD consumption change |                    |                    |                    |                    |                     |

Public Utility tax receipts generally increase year over year because of the step increases that Water, Sewer, and Storm fees have experienced. Covid has reduced water (and therefore) sewer consumption.

# Year End Finance Update

## Building Permits



Building activity remained strong throughout the year.

The total number of permits issued was down from the 8 year average of 86, but revenues were slightly higher than that 8 year average of \$643,564

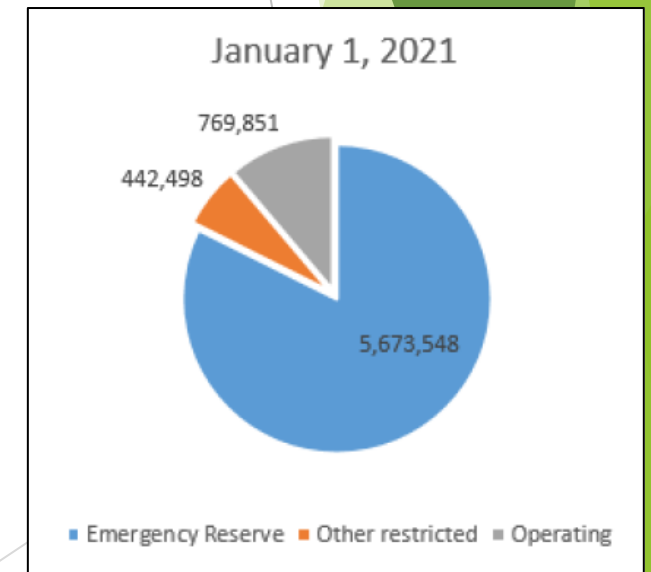
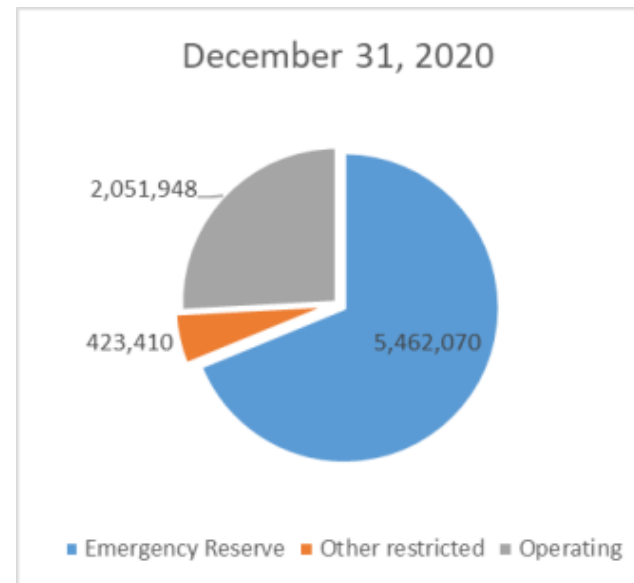
This is indicative of the value of new homes increasing dramatically, while the cost of permits have not.

# Year End Finance Update

## Emergency Reserves: Governmental Funds

|                         |        | FY 2020             |
|-------------------------|--------|---------------------|
| Fund Name               | Fund # | Actual Expenditures |
| General Fund            | 001    | 18,853,641          |
| Parks and Rec           | 101    | 1,693,468           |
| Cemetery                | 102    | 198,961             |
| Library                 | 103    | 1,516,584           |
| Road Maint              | 104    | 1,882,646           |
| Wa Park                 | 107    | 272,618             |
| EMS                     | 110    | 3,949,821           |
| Total Exp:              |        | 28,367,739          |
| 20%                     |        | 5,673,548           |
| Balance 12/31/2020      |        | 5,462,070           |
| Required Adjustment     |        | 211,478             |
| Balance 01/01/2021      |        |                     |
| Emergency Reserve       |        | 5,673,548           |
| Other restricted        |        | 442,498             |
| Operating               |        | 769,851             |
| Total General Fund Cash |        | 6,885,897           |

Ordinance 2995 established the City's fund balance policy. It directs that an amount equal to 20% of the year's expenditures from the funds: 001, 101, 102, 103, 104, 107, and 110 be set aside in the General Fund for the following year's Emergency Reserve, or Rainy Day Fund.

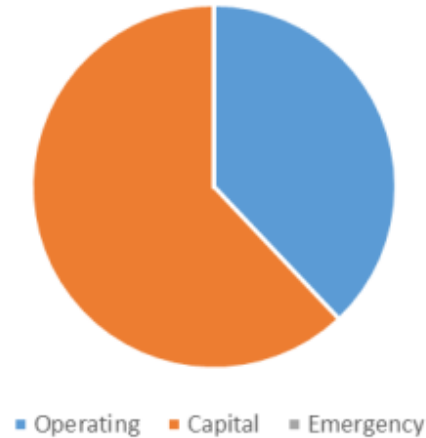


# Year End Finance Update

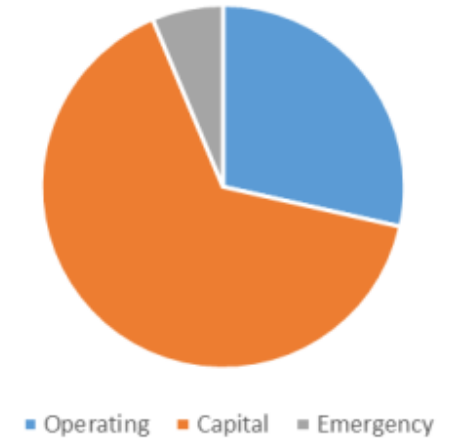
## Emergency Reserves: Storm Fund

|                                   |    |          |
|-----------------------------------|----|----------|
| Interfund Loan From Water         | \$ | 90,000   |
| 1.58% for 3 yrs (3 yr treas rate) | \$ | 4,266    |
| Loan schedule:                    |    |          |
| 12/31/2020                        |    | \$31,422 |
| 12/31/2021                        |    | \$31,422 |
| 12/31/2022                        |    | \$31,422 |
| Total interfund loan paid:        |    | \$94,266 |
| Emergency Reserve Payback         |    |          |
| 12/31/2020                        | \$ | 39,427   |
| 12/31/2021                        | \$ | 39,427   |
| 12/31/2022                        | \$ | 39,427   |
|                                   | \$ | 118,282  |
| 1 Year Repayment Total:           |    | \$70,849 |

Storm Cash Pre-repay



Storm Cash Post repay



Ordinance 2995. An amount = to 10% of annual revenues set aside in emergency reserve. If used repaid within 3 years.

This was used for the Storm fund in 2019 per resolution 2069 along with an inter fund loan from Water.

| 12/31/2020   | Pre-repay | Post repay |
|--------------|-----------|------------|
| Operating    | 248,757   | 177,908    |
| Capital      | 406,578   | 406,578    |
| Emergency    | -         | 39,427     |
| Loan Balance | 94,266    | 62,844     |

# Year End Finance Update

## Revenues vs. Expenditure Actuals

| Fund # | Nund Name   | Revenues   | Expenditures | Made/(Lost) |
|--------|-------------|------------|--------------|-------------|
| 101    | Parks       | 2,012,085  | 1,693,468    | 318,617     |
| 102    | Cemetery    | 273,077    | 198,961      | 74,116      |
| 103    | Library     | 1,543,654  | 1,516,584    | 27,070      |
| 104    | Road Maint  | 1,972,332  | 1,882,646    | 89,685      |
| 105    | Road Const  | 2,096,328  | 2,052,785    | 43,543      |
| 106    | TBD         | 930,155    | 1,123,142    | (192,986)   |
| 107    | Wa Park     | 275,577    | 272,618      | 2,960       |
| 108    | Parks Const | 585,308    | 487,171      | 98,137      |
| 109    | Aff House   | 241,508    | -            | 241,508     |
| 110    | EMS         | 4,277,773  | 3,949,821    | 327,952     |
| 112    | Impact Fees | 306,018    | 888,575      | (582,557)   |
| 113    | ACFL        | 56,677     | 60,795       | (4,118)     |
| 135    | Lodging Tax | 330,391    | 327,410      | 2,981       |
| 335    | REET        | 1,539,176  | 742,836      | 796,340     |
| 401    | Water       | 21,521,260 | 23,644,279   | (2,123,019) |
| 440    | Sewer       | 7,211,203  | 7,139,382    | 71,821      |
| 445    | Storm       | 1,694,584  | 1,490,296    | 204,287     |
| 450    | Solid Waste | 4,736,694  | 4,777,068    | (40,374)    |
| 501    | ERR         | 3,224,095  | 1,684,420    | 1,539,674   |

These results are preliminary, all year end reconciliations are not complete, but they shouldn't change materially.

General fund not included as accruals from both prior and current year materially affect the total. It makes more sense to review cash as on slide 11.

The Funds using cash (i.e. where the "Made/(Lost)" column is negative) were all planned as part of the former biennial budget process.

Cash use in funds 106, 112, and 401 were all related to capital financing plans.

All funds have healthy cash reserves.

Year End Cash Results



# Year End Finance Update

## Budget to Actual (Expenditure Budget)

| Fund Name   | Fund # | Adopted Budget | Adjusted (Before YE Adjustment) | Actual Expenditures | Under / (Over) Budget |
|-------------|--------|----------------|---------------------------------|---------------------|-----------------------|
| General     | 001    | 17,948,495     | 18,025,018                      | 18,853,641          | (828,623)             |
| Parks       | 101    | 2,199,753      | 2,081,582                       | 1,693,468           | 388,114               |
| Cemetery    | 102    | 271,209        | 260,951                         | 198,961             | 61,990                |
| Library     | 103    | 1,540,457      | 1,507,100                       | 1,516,584           | (9,484)               |
| Road Maint  | 104    | 3,024,953      | 2,473,186                       | 1,882,646           | 590,540               |
| Road Const  | 105    | 508,650        | 1,823,020                       | 2,052,785           | (229,765)             |
| TBD         | 106    | 1,164,826      | 1,164,877                       | 1,123,142           | 41,736                |
| Wa Park     | 107    | 292,876        | 289,450                         | 272,618             | 16,832                |
| Parks Const | 108    | 750,000        | 750,000                         | 487,171             | 262,829               |
| Aff House   | 109    |                | -                               |                     | 0                     |
| EMS         | 110    | 3,917,995      | 3,923,666                       | 3,949,821           | (26,155)              |
| Impact Fees | 112    | 250,000        | 250,000                         | 888,575             | (638,575)             |
| ACFL        | 113    | 51,046         | 48,259                          | 60,795              | (12,536)              |
| Lodging Tax | 135    | 353,492        | 344,168                         | 327,410             | 16,758                |
| REET        | 335    | 1,355,951      | 1,355,951                       | 742,836             | 613,115               |
| Water       | 401    | 31,470,912     | 31,285,252                      | 23,644,279          | 7,640,972             |
| Sewer       | 440    | 7,060,543      | 7,756,982                       | 7,139,382           | 617,600               |
| Storm       | 445    | 1,919,959      | 2,196,435                       | 1,490,296           | 706,139               |
| Solid Waste | 450    | 3,760,829      | 3,870,510                       | 4,777,068           | (906,558)             |
| ERR         | 501    | 1,986,126      | 2,385,934                       | 1,684,420           | 701,514               |

### Salient over budget items

**General Fund:** Most of these budget overruns were from issues Council was made aware of during the course of the year, this is the budget amendment that was to follow.

**IT Dept** additional hyperconvergence server, laptops for staff and planning commission for remote work; conversion to O365.

**Planning:** 2 rounds of grants to small local businesses all flowed through Planning, as well as a lot of Covid-19 related spending to support the City and local businesses. No cash impact, grant supported.

**Facilities:** ASAC roof, mostly offset by donation, and most Covid spending ran through this department for PPE and other supplies and equipment distributed throughout the City to fight the Coronavirus. Continued expansion of Fiber backbone in both equipment and contractual spending.

**Library:** Wages due to staff changes.

**Road Const:** Oakes Ave rollover

**EMS:** Writeoffs related to GEMT were not budgeted but are run through the accounting system (non cash expense).

**Impact Fees:** Rollover Oakes Ave roundabout and rollover Pickett Pocket Park resources.

**ACFL:** Seasonal staff

**Solid Waste:** Utility tax expense, offset with revenue, makes this a no cash impact budget issue. Tonnage budget set low in 2018 for the 2 year biennial estimates.

# Year End Finance Update Budget Amendment Ordinance 3083

These are the BARS #'s that will be adjusted.

|                            | Debit      | Credit     |                              | Debit   | Credit    |
|----------------------------|------------|------------|------------------------------|---------|-----------|
| <b>General Fund</b>        |            |            | <b>Impact Fee Fund</b>       |         |           |
| Professional Services      | \$ 125,000 |            | Trans Out Road Impact Fe     | 755,000 |           |
| Small Tools & Minor Equip  | \$ 185,000 |            | Road Impact Fees             |         | 755,000   |
| Professional Services      | \$ 240,000 |            |                              |         |           |
| Other Improvements         | \$ 580,000 |            | <b>Parks Const Fund</b>      |         |           |
| Overtime                   | \$ 70,000  |            | Picket Pocket Park           | 50,000  |           |
| Repairs & Maintenance      | \$ 550,000 |            | Impact Fee Trans In          |         | 50,000    |
| Contributions & Donations  |            | \$ 250,000 |                              |         |           |
| Fiber Revenues             |            | \$ 200,000 | <b>Storm Utility Fund</b>    |         |           |
| Federal Grants             |            | \$ 500,000 | Storm Utility Portion of Shi | 31,304  |           |
| Unassigned Fund Balance    |            | \$ 800,000 | Capital Cash Reserves        |         | 31,304    |
|                            |            |            |                              |         |           |
| <b>Library Fund</b>        |            |            | <b>Impact Fee Fund</b>       |         |           |
| Office & Operating Supplie | \$ 20,000  |            | Transfer out Park Impact F   | 50,000  |           |
| Federal Grant              |            | \$ 20,000  | Parks Impact Fee Cash        |         | 50,000    |
|                            |            |            |                              |         |           |
| <b>Road Const Fund</b>     |            |            | <b>ACFL Fund</b>             |         |           |
| Ship Harbor Roundabout     | 300,000    |            | Salaries & Wages             | 13,000  |           |
| Transfers In               |            | 205,300    | Fund Balance                 |         | 13,000    |
| Federal Grants             |            | 94,700     |                              |         |           |
|                            |            |            | <b>Solid Waste Fund</b>      |         |           |
| <b>EMS Fund</b>            |            |            | Utility Tax                  | 650,000 |           |
| Billing Writeoffs          | 50,000     |            | Tonnage                      | 420,000 |           |
| Medicaid                   |            | 50,000     | Fund Balance                 |         | 1,070,000 |



## City Council Agenda Bill

**Meeting Date:** February 1, 2021    **Agenda Item:** 5.d.

**Agenda Item Title:** Ordinance 3083: Amending the 2020 Budget

**Staff Contact(s):** STEVE HOGLUND

|                                                    |                           |
|----------------------------------------------------|---------------------------|
| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
| STEVE HOGLUND                                      | Ordinance                 |

**Item Summary:** Various Covid related grants and associated Covid purchasing impacted budgets in several different funds. Additionally capital projects in Roads and Parks carried over from prior periods that budget adjustment to catch up to actual spending. There was budgeting oversight in the EMS and Solid Waste funds that created non cash expense impacts that need budget adjustments to ensure budget legal compliance.

**Budget Impact:**  
4,089,304

**Previous Action:** Ordinance 3032 adopting 2019/2020 biennial budget  
Ordinance 3058 adopting mid biennial update changes to 2020 budget

**Recommended Motion:** I move to adopt Ordinance 3083 amending the 2020 budget.

**Alternative Actions:** Do not approve budget, thereby losing our chance to make year end budget adjustments in association with the 2020 open period consistent with budget allowances and expectations with the state auditors office. Prepare for audit findings in about 9 months from now.

**Attachments (listed in order presented):**

1. Ordinance 3083



ORDINANCE 3083

AN ORDINANCE AMENDING ORDINANCE NO. 3032 ADOPTED ON DECEMBER 13, 2018, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE 2019/2020 BIENNIUM"

WHEREAS, There was more activity in the Legislative department of the General fund including Covid related filming, transition to HD, adopting a new agenda management program, as well as much higher voter registration costs from the County, and

WHEREAS, The IT department implemented an additional hyper convergence cluster server, and purchased additional hardware for officials and staff to enable the remote working and meeting requirements the Covid-19 quarantine orders produced, much of which was grant reimbursed making some of the expenses cost neutral, and

WHEREAS, The Planning department executed a number of small business grants to local businesses impacted by Covid-19 that were paid with grants and donations, as well as providing much purchasing of PPE and other items for local businesses and common areas in the central business district which was grant eligible making those cost neutral, and

WHEREAS, The Fiber department continued its backbone buildout at a pace exceeding the budget put in place in 2018 for the following biennial, and

WHEREAS, The Fire department Overtime budget was not adequately estimated at the time of budget development in 2018 for the 2020 budget, and

WHEREAS, The Facilities department replaced the Anacortes Senior Center roof that was not in the original budget established in 2018, the majority of which was offset by a generous anonymous donation, and the majority of PPE and other Covid-19 related equipment purchased for City use was done in this department which was offset by Covid grant reimbursements making much of this purchasing cost neutral, and

WHEREAS, The Library department experienced higher supply costs in addressing Covid-19 but were offset by Cares grant for no net effect, and

WHEREAS, The Ship Harbor roundabout project rolled over from year to year and experience additional costs not anticipated in 2018 when the project was initially budgeted which was all paid with grant funds or other restricted resources with no impact to general resources, and

WHEREAS, The EMS department experienced additional adjustments to Medicaid payments from ambulance transports which are required by federal law to be expensed but are an non cash expense, and

WHEREAS, The Impact Fees that are needed to pay for the Ship Harbor roundabout and the Pickett Pocket Park need to be factored into the budget as the projects were in their respective construction funds, and

WHEREAS, There were costs specific to the Storm utility in the Ship roundabout that were initially paid by the road fund that were then reimbursed back to the road fund from the utility, and

WHEREAS, The ACFL fund initially did not have seasonal staff budgeted for the year but were added included later when it was determined there was sufficient resources in the fund to accommodate the expense and there would be a greater detriment to forestlands without the upkeep and attentions, and

WHEREAS, The Solid Waste Fund did not property budget for the pass through of utility tax that is collected booked as both revenue and expense thereby making it non cash expense, nor was tonnage cost sufficiently budgeted for in 2018 for the following biennial period.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

| <b>BARS #</b>     | <b>Description</b>            | <b>Expense</b> | <b>Revenue</b> |
|-------------------|-------------------------------|----------------|----------------|
| 001.110.514.90.41 | Professional Services         | \$ 125,000     |                |
| 001.220.518.80.35 | Small Tools & Minor Equip     | \$ 185,000     |                |
| 001.240.565.10.41 | Professional Services         | \$ 240,000     |                |
| 001.260.594.32.63 | Other Improvements            | \$ 580,000     |                |
| 001.320.522.45.12 | Overtime                      | \$ 70,000      |                |
| 001.713.518.30.48 | Repairs & Maintenance         | \$ 550,000     |                |
| 001.000.367.00.00 | Contributions & Donations     |                | \$ 250,000     |
| 001.260.343.28.00 | Fiber Revenues                |                | \$ 200,000     |
| 001.000.333.21.01 | Federal Grants                |                | \$ 500,000     |
| 001.000.308.90.00 | Unassigned Fund Balance       |                | \$ 800,000     |
|                   |                               |                |                |
| 103.440.572.20.31 | Office & Operating Supplies   | \$ 20,000      |                |
| 103.440.333.21.01 | Federal Grant                 |                | \$ 20,000      |
|                   |                               |                |                |
| 105.720.595.30.63 | Ship Harbor Roundabout        | 300,000        |                |
| 105.720.397.00.00 | Transfers In                  |                | 205,300        |
| 105.720.333.20.20 | Federal Grants                |                | 94,700         |
|                   |                               |                |                |
| 110.320.522.71.49 | Billing Writeoffs             | 50,000         |                |
| 110.320.332.93.40 | Medicaid                      |                | 50,000         |
|                   |                               |                |                |
| 112.000.597.00.00 | Trans Out Road Impact Fee     | 755,000        |                |
| 112.240.308.90.00 | Road Impact Fees              |                | 755,000        |
|                   |                               |                |                |
| 108.410.594.76.60 | Picket Pocket Park            | 50,000         |                |
| 108.410.397.00.00 | Impact Fee Trans In           |                | 50,000         |
|                   |                               |                |                |
| 445.000.597.00.00 | Storm Utility Portion of Ship | 31,304         |                |
| 445.000.308.80.00 | Capital Cash Reserves         |                | 31,304         |
|                   |                               |                |                |
| 112.000.597.00.02 | Transfer out Park Impact Fee  | 50,000         |                |
| 112.240.308.90.00 | Parks Impact Fee Cash         |                | 50,000         |
|                   |                               |                |                |
| 113.410.576.90.10 | Salaries & Wages              | 13,000         |                |
| 113.410.308.90.00 | Fund Balance                  |                | 13,000         |
|                   |                               |                |                |
| 450.780.537.20.44 | Utility Tax                   | 650,000        |                |
| 450.780.537.20.47 | Tonnage                       | 420,000        |                |
| 450.000.308.80.00 | Fund Balance                  |                | 1,070,000      |

Section 1. Ordinance No. 3032 dated December 13, 2018 adopting the Budget for all Municipal purposes and Uses for the 2019/2020 Biennium is hereby amended to reflect the aforementioned revisions to expenditures and revenues in those funds.

Section 2. 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 1<sup>st</sup> day of February, 2021.

CITY OF ANACORTES, WASHINGTON

BY: \_\_\_\_\_  
Laurie Gere, Mayor

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Darcy Swetnam, WSBA #40530  
City Attorney