

**** 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 3038](#), adopted June 28, 2021, extending the duration of portions of Resolution 2082 through September 30, 2021, City Council meetings may be held partially or entirely virtually.**

- 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 or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) 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 virtual participation in 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

**** Attendees in Council Chambers must comply with [Dept. of Health orders](#) in effect on the date of each meeting ****

TUESDAY, July 6, 2021
6:00 PM

PRELIMINARY AGENDA

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

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Announcements and Committee Reports**
 - a. COVID-19 Update and Reopening Report (Discussion)
 - b. 4th of July Report (Discussion)
 - c. Information Technology Committee (Discussion)
 - d. Port/City Liaison Committee (Discussion)
- 4. Public Comment**
- 5. Consent Agenda**
 - a. Minutes of June 28, 2021 (Action)
 - b. Approval of claims in the amount of \$324,993.18 (Action)
 - c. Street Fair Application: Anacortes Arts Festival (Action)
 - d. Street Fair Application: Jennifer Bowman Birthday Party Street Closure (Action)
 - e. Interlocal Agreement #21-165-MCT-001 with Skagit County: Community Court Program (Action)
- 6. Other Business**
 - a. Museum Advisory Board Appointment Confirmation (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: City Hall Parking Lot LID Retrofit Project #21-001-STM-002 (Action)
- 7. **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.*

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Anacortes City Council Minutes - June 28, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of June 28, 2021 at 6:00 p.m. Councilmembers Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmember Jeremy Carter was absent. Mr. Carter had been excused in advance at the May 24, 2021 regular City Council meeting

Announcements and Committee Reports

COVID-19 Update: Mayor Gere noted that City Hall would be open M-F 8-5 beginning July 6. The mayor shared current case statistics and vaccination progress for Anacortes, Skagit County, Washington State, and the nation.

The mayor summarized the planned 4th of July activities and invited public donations for the fireworks display.

Finance Committee: Finance Director Steve Hoglund reported from the Committee meeting held the previous week. The topics discussed included Waste Management's request to speak to the committee about recycling services, several accounting topics that would be addressed in the budget amendment that would be presented to Council in July, ARPA funding, and Lodging Tax revenue.

Library Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included the library's successful reopening to the public, resumption of services including passport service, potential enhancements to the children's section of the library, the 2022 budget, reconfiguring the teen center at the library, the library strategic plan, a possible WiFi and charging station on the library grounds and discussion of reopening the Friends of the Library book shop.

Fiber Committee: Mr. McDougall reported from the Committee meeting held the previous week. The topics discussed included the WA State Broadband Office visit to Anacortes, funding opportunities, the 2021 network expansion in the west end of town, and installation statistics. Mr. Miller reported on the WA State Broadband Office visit to Anacortes earlier in the day.

Planning Committee: Ms. Moulton reported from the Committee meeting held earlier in the evening. The topics discussed included Ordinance 3091 which would be presented later on the evening's agenda, and efforts to connect homeless individuals camping along T Avenue with social services.

Public Comment

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

Consent Agenda

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

- a. Minutes of June 21, 2021
- b. Approval of claims in the amount of \$434,533.91
 - The following vouchers/checks were approved for payment:
 - EFT numbers: 100460 through 100502, total \$262,167.83
 - Check numbers: 100503 through 100524, total \$143,592.06
 - Wire transfer numbers: 286047 through 286293, total \$28,556.43

PUBLIC HEARINGS

Public Hearing: City of Anacortes 2021 Docket of Proposed Comprehensive Plan and Development Regulation Amendments

Planning Manager Libby Grage introduced a public hearing pursuant to AMC 19.16.050.C, which requires the City Council to hold a public hearing to take comments on the 2021 docket of amendments to the Comprehensive Plan and Development Regulations. Ms. Grage's slide presentation was added to the packet materials for the meeting. She noted that written comments would be accepted through June 30, 2021. Ms. Grage summarized each of the three citizen-initiated amendment requests, then invited each applicant to present his or her request in more detail.

Tom Glade spoke on behalf of the amendment requested by Evergreen Islands to regulate Short Term Vacation Rentals.

Tom Skillings presented his request to adjust parcel boundaries and zoning for properties adjacent to his home at 3506 Fidalgo Bay Road.

Ryan Walters presented his request to adopt a Comprehensive Plan goal of increasing recycling and composting to 65% of the municipal waste stream.

Mayor Gere invited members of the audience to comment on this agenda item.

Walter Guterbock asked if the recycling study proposed by Mr. Walters could also determine how much of the waste stream diverted to recycling was actually being recycled.

Brian Wetcher asked Council to docket the amendment requested by Evergreen Islands.

Ms. Grage then presented a series of amendments proposed by Planning Department staff, referring to the packet materials for this item.

Mr. Miller, Mr. Young, Ms. Moulton, Ms. Cleland-McGrath and Mr. McDougall all supported docketing all the proposed amendments and following the rest of the normal public process. Ms. Grage said a draft resolution adopting the docket would be presented to Council for consideration and action at its regular meeting on July 12.

Mayor Gere closed the public hearing and reiterated that written comments would be accepted through June 30.

OTHER BUSINESS

Ordinance 3091: An Interim Ordinance to Facilitate the Development of Day Care Facilities in the R4 Zone

Planning Director Don Measamer introduced draft Ordinance 3091 which would change "day care II facilities" (defined in AMC 19.44.010) Page 172 of 203 from a Type 4 conditional use permit to an outright permitted use, which requires no discretionary land use review in the R4 use zone. Mr. Walters invited three community members to offer their perspectives.

Ms. Cleland-McGrath spoke in support of the ordinance.

Walter Guterbock spoke in support of the ordinance.

Anacortes City Council Minutes - June 28, 2021

Eric Johnson asked Nicole Mortimer to speak about the ordinance. Ms. Mortimer spoke in support of the ordinance. Mr. Johnson then also spoke in support of the ordinance, referencing efforts by service clubs in Anacortes.

Mr. Measamer advised that the ordinance would come back to Council for an advertised public hearing on July 12, with a full public process to follow.

Resolution 3038: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

City Clerk Steve Hoglund presented Resolution 3038 which had been updated per Council direction at the June 21, 2021 regular meeting. Mr. Hoglund noted that the resolution in the packet did not reflect an end date of September 30, 2021, but that staff would correct that error prior to signature.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to adopt Resolution 3038 extending the COVID response procedures through September 30, 2021 with the following modifications from the version in the packet: 1) add Section 5 to the list of provisions remaining in effect, 2) modify Section 3A of Resolution 2082 to end after the word "suspended", and 3) revise the expiration of Resolution 3038 to September 30, 2021. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

Resolution 3040 and Contract 21-138-STM-001 Award: Fidalgo Avenue Emergency Repair

Public Works Director Fred Buckenmeyer requested City Council consent to approval of Resolution 3040 to waive the bidding requirements for the repair of Fidalgo Avenue, and award a contract in the amount of \$275,000.00 to Welch Brothers Construction to perform the emergency repairs. He explained the emergency nature of the work, referring to the packet materials for this agenda item.

RYAN WALTERS moved, seconded by MATT MILLER, to approve Resolution 3040 declaring an emergency and waiving state competitive bidding requirements for the repair of Fidalgo Avenue, pursuant to RCW 39.04.280, and to authorize the Mayor to sign contract 21-138-STM-001 with Welch Brothers Construction in the amount of \$275,000.00 to perform the Fidalgo Avenue Emergency Repairs. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

Resolution 3041: Declaring an Emergency and Waiving State Competitive Bidding Requirements for the Purchase of Sodium Hypochlorite

Mr. Buckenmeyer presented Resolution 3041 and explained the nature of the emergency, referring to the packet materials for this agenda item.

ANTHONY YOUNG moved, seconded by BRUCE MCDOUGALL, to approve Resolution 3041 declaring an emergency pursuant to RCW 39.04.280 and waiving state competitive bidding requirements for the purchase of sodium hypochlorite until the force majeure declared by Westlake Chemical is lifted. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:13 p.m. the Anacortes City Council meeting of June 28, 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 July 6, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
286428	3/4/2021	N03615	DEPARTMENT OF HEALTH	PROJECT REVIEW - FIBER OPTICS - DOWNTOWN	\$ 1,380.41	dwtpt
286424	5/10/2021	MAY 2021	HUMANE SOCIETY OF	ABANDON INTAKES MAY 2021 - 21-A02819	\$ 66.00	apd
286594	5/27/2021	01452CO21241144	OVERDRIVE, INC.	EBOOKS AND AUDIO BOOKS - CONSORTIUM	\$ 89.06	publib
286557	5/28/2021	360-299-0813-1017915	ZIPLY FIBER	WWTP 5/28-6/27/21	\$ 323.73	dwwtp
286584	6/1/2021	City Hall	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - CITY HALL	\$ 6,058.80	pw1
286589	6/1/2021	3005975899	TK ELEVATOR CORP	LIBRARY ELEVATOR MAINTENANCE 6/1-8/31/21	\$ 683.24	publib
286586	6/2/2021	WWTP	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - WWTP	\$ 10,322.40	pw1
286579	6/7/2021	Pump Station #14	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - PUMP STATION #14	\$ 4,787.20	pw1
286581	6/7/2021	Pump Station #15	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - PUMP STATION #15	\$ 2,603.04	pw1
286582	6/7/2021	Washington Park	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - WASHINGTON PARK - LOWER RESTROOM	\$ 3,141.60	pw1
286583	6/7/2021	Public Safety	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - PUBLIC SAFETY BUILDING	\$ 10,768.48	pw1
286585	6/7/2021	Public Library	PACIFIC NORTHWEST PROWASH	FACILITY ROOF CLEANING - PUBLIC LIBRARY	\$ 5,909.47	pw1
286256	6/7/2021	80051	STOW-IT	CONTAINER RENTAL 6/6/21 - 7/5/21	\$ 217.60	wdist
286324	6/8/2021	15131	WASHINGTON CITIES INSURANCE	SR CENTER FOUNDATIONS OF IMPLICIT BIAS 05/11-05/13	\$ 100.00	parks1
286558	6/9/2021	ReimbRains	RAINS, JAMES	TRAINING	\$ 50.00	dwwtp
286578	6/11/2021	3/11/2021	ANACORTES CHAMBER OF COMMERCE	SUPPORT LOCAL PLATFORM	\$ 5,000.00	plan
286575	6/14/2021	9321925428	GRAYBAR ELECTRIC COMPANY, INC	WALLPLATE FOR FIBER CUSTOMER INSTALLS	\$ 3,440.26	fiber
286425	6/14/2021	647970	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMO	\$ 300.29	apd
286576	6/15/2021	00-2019-240 - 18	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE PLAN PHASE 1 - 11TH-13TH ST DESIGN - THROUGH 5/29/21	\$ 26,588.45	pw1
286559	6/15/2021	06/15/2021	FIDALGO CLEANING	MARITIME HERITAGE CENTER CLEANING	\$ 90.00	museum
286572	6/15/2021	9321947344	GRAYBAR ELECTRIC COMPANY, INC	WALLPLATES FOR FIBER CUSTOMERS	\$ 1,042.30	fiber
286326	6/16/2021	812-17764	GCR TIRES & SERVICES	TIRES / REPAIRS TO VEH #511	\$ 1,198.82	dshop
286436	6/17/2021	S010264948.005	CONSOLIDATED SUPPLY CO.	3-PART UNION MUELLER LOW LEAD	\$ 243.97	wdist
286595	6/17/2021	01452CO21265345	OVERDRIVE, INC.	EBOOKS AND AUDIO BOOKS - CONSORTIUM	\$ 122.50	publib
286596	6/17/2021	01452CO21265179	OVERDRIVE, INC.	EBOOKS AND AUDIOBOOKS FOR CONSORTIUM	\$ 684.75	publib
286483	6/18/2021	12507327	HACH COMPANY	CL17 REAGENT SET X 24	\$ 1,716.33	dwtpt

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
286433	6/18/2021	400003111277	PUGET SOUND ENERGY INC	POLE ATTACHMENT ANALYSIS	\$ 7,440.75	fiber
286437	6/18/2021	400003111293	PUGET SOUND ENERGY INC	POLE ATTACHMENT REQUEST ANALYSIS	\$ 9,969.88	fiber
286438	6/18/2021	400003111285	PUGET SOUND ENERGY INC	POLE ATTACHMENT ANALYSIS	\$ 3,030.81	fiber
286327	6/21/2021	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 5/18-6/17/21	\$ 14.68	finance
286590	6/21/2021	19411.07-6	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: THE CROSSINGS	\$ 157.10	plan
286591	6/21/2021	21411.06-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: STURGAL DRIVEWAY & SHOP	\$ 157.10	plan
286592	6/21/2021	21411.07-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: R32 LLC TOWNHOMES	\$ 774.80	plan
286593	6/21/2021	21411.08-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: ANACO BEACH RD	\$ 498.44	plan
286432	6/21/2021	9322038851	GRAYBAR ELECTRIC COMPANY, INC	OPTICAL NETWORK TERMINALS	\$ 30,837.22	fiber
286481	6/21/2021	757170	HASA, INC	SODIUM HYPOCHLORITE	\$ 2,535.95	dwtp
286281	6/22/2021	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L. (MAY 2021)	\$ 813.00	apd
286376	6/22/2021	026R263601	DOBBS PETERBILT - MARYSVILLE	REPAIRS EXHAUST #515	\$ 215.50	dshop
286439	6/22/2021	9322061049	GRAYBAR ELECTRIC COMPANY, INC	VAULTS FOR FIBER EXPANSION	\$ 92,918.62	fiber
286485	6/22/2021	12511704	HACH COMPANY	TURB SERVICE AND REPAIR	\$ 1,498.93	dwtp
286383	6/22/2021	1868993	MILES SAND & GRAVEL CO.	CRUSHED ROCK FOR ALLEYS- STREET DEPT	\$ 91.94	dshop
286374	6/22/2021	225028	NAPA	GASKET MATERIAL- #6976	\$ 9.49	dshop
286379	6/22/2021	00102291	OWEN EQUIPMENT COMPANY	REPAIR PARTS #610A	\$ 1,170.48	dshop
286380	6/22/2021	8182252333	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL 6/4	\$ 55.47	finance
286427	6/22/2021	8182250150	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$ 67.45	apd
286564	6/22/2021	331 0581374	UNIFIRST CORPORATION	FIBER UNIFORM LAUNDRY	\$ 40.76	fiber
286577	6/23/2021	AN 805056	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 65.90	medic
286556	6/23/2021	WAANA134840	FASTENAL COMPANY	SAFETY SUPPLIES	\$ 42.92	dwwtp
286484	6/23/2021	12513722	HACH COMPANY	CL17 REAGENT SET X 36	\$ 2,486.61	dwtp
286375	6/23/2021	225238	NAPA	BATTERY- #130	\$ 117.45	dshop
286377	6/23/2021	225280	NAPA	AIR FILTER / BATTERY #713	\$ 68.41	dshop
286551	6/23/2021	0270732-IN	REISNER DISTRIBUTOR INC	OIL 10W-30	\$ 60.14	dshop
286587	6/23/2021	18385	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 5/16/21- 6/15/21	\$ 28,145.00	pw1
286482	6/23/2021	331 0581515	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 267.12	dwtp
286479	6/24/2021	O207943	CORE & MAIN LP	12X8 EPOXY TAP SLV	\$ 3,964.58	wdist
286480	6/24/2021	P100795	CORE & MAIN LP	BRZ BALL VALVES	\$ 27.21	wdist
286423	6/24/2021	INV682729	DAY WIRELESS SYSTEMS INC	PORTABLE RADIO REPAIR	\$ 860.66	apd
286555	6/24/2021	WAANA134854	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 214.23	dwwtp
286560	6/24/2021	06242021	FIDALGO CLEANING	CARNEGIE CLEANING	\$ 70.00	museum
286566	6/24/2021	140117	LITHTEX NW	COURT ROOM FORMS	\$ 104.70	court

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
286567	6/24/2021	140119	LITHTEX NW	COURT FORMS	\$ 104.70	court
286440	6/24/2021	85006	MCCULLOUGH HILL LEARY, PS	WTP DEMO MATTER NO. 96	\$ 4,050.00	legal
286430	6/24/2021	225373	NAPA	V-BELT- #704	\$ 55.48	dshop
286381	6/24/2021	113845	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 99.25	dshop
286570	6/24/2021	113844	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 147.75	medic
286568	6/25/2021	201135451	CRIMINAL JUSTICE TRAINING	FIREARMS PATROL RIFLE INSTRUCTOR; CORP BUFFUM	\$ 600.00	apd
286549	6/25/2021	565083	HUGHES FIRE EQUIPMENT, INC.	PUMPER GOV SYSTEM CLASS 1	\$ 2,331.74	dshop
286550	6/25/2021	MV256665	MOTOR TRUCKS, INC	TEC1011E EMERGENC	\$ 4.41	dshop
286429	6/25/2021	225510	NAPA	HYDRAULIC HOSE FITTINGS- #514	\$ 17.89	dshop
286552	6/25/2021	12851844	PAPE MACHINERY INC.	V-BELT #704	\$ 165.58	dshop
286553	6/25/2021	13319-REV	TRIANGLE PUMP	TRIANGLE PUMP & EQUIP	\$ 2,168.00	dshop
286554	6/25/2021	7173699-00	WESTERN EQUIPMENT, C/O TURFSTAR	MOWER REPAIRS #706	\$ 7,125.38	dshop
286573	6/28/2021	Pay App 2	ALWAYS ACTIVE SERVICES LLC	2021 PEDESTRIAN IMPROVEMENTS PROJECT	\$ 31,490.75	pw1
286574	6/28/2021	06/28/2021	FOLLSTAD, GARY	REIMBURSEMENT FOR PARTS FOR ANTIQUE	\$ 45.05	medic
286548	6/28/2021	225808	NAPA	SPARK PLUG	\$ 4.40	dshop
286580	6/29/2021	6533504	CARDINAL HEALTH 110, INC.	PHARMA: ATROPINE, DEXTROSE, AMIODARONE,	\$ 222.93	medic
286569	6/29/2021	10-07248-95612	EBAY	PHONE CASES	\$ 32.48	infosys
286563	6/29/2021	JUNE 2021	KORTERUD, WAYNE D	INDIGENT SCREENING JUNE	\$ 375.00	court
286565	6/29/2021	B13654998	SHI INTERNATIONAL CORP.	ADOBE ACROBAT PRO FOR LEGAL	\$ 230.39	infosys

Total **\$324,993.18**



City Council Agenda Bill

Meeting Date: July 6, 2021

Agenda Item: 5.c.

Agenda Item Title: Street Fair Application: Anacortes Arts Festival

Staff Contact(s): DON MEASAMER, Joann Stewart

Approved for Submittal to Council by **Action Type**

Joann Stewart

Motion

DON MEASAMER

Item Summary: Approve street closure on Friday, August 6 through Sunday, August 8, 2021, for the annual Anacortes Arts Fest. The closure will include Commercial Avenue between 10th Street and the Port Transit Shed and all connecting side streets from Q to O Avenues with the exception of 4th Street to be left open in case of emergency.

Budget Impact:

No impact to budget.

Previous Action: Application routed to Dept. Heads and approved prior to City Council review; annual event that includes a contingent plan in case restrictions are imposed due to Covid.

Recommended Motion: I move to approve the proposed street fair application as submitted with the contingent Covid plan.

Alternative Actions: Deny request.

Attachments (listed in order presented):

1. Arts Fest
2. Arts Fest Map 2019
3. Arts Fest Covid Management Plan
4. Arts Fest Indemnification Agreement



Street Fair Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date ***Event Name *****Applicant/Organization Name *****Mailing Address *****Event Contact Person *****Event Contact Email *****Event Contact Phone *****Event Website****Estimated Number of Participants/Attendees *****Event Description ***

The Anacortes Arts Festival has been an annual event in downtown Anacortes for 60 years. We have made changes from the previous years, based on COVID-19 guidelines from the State of Washington. At the time of this application, we are planning for 250 booth artists, two stages with entertainment, two beer

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *
 
Time Event Starts *

Date Event Ends *
 
Time Event Ends *

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

 
Time Street Closure Starts *

Date Street Closure Ends *
 
Time Street Closure Ends *

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

AAF requests the use of the same space that we have had approved for the last four years. 10th Street to the Port Transit Shed. O Avenue to Q Avenue. At this time, we are also planning to use the Transit Shed and the area outside of the transit shed. Stages and canopies for the beer gardens and stage areas will

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

AAF would like permission to use the two parking lots closest to City Hall as handicapped parking.

Event Map (optional)

Upload one or more maps of the event

Screen Shot 2021-06-01 at ... 509.09KB



COVID-19 Management Pla... 78.37KB

**Indemnification Agreement ***

Upload scan of SIGNED indemnification agreement

Special Event Idemnification... 603.38KB

**Download the Indemnification Agreement here.****Signage**

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more that 48 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

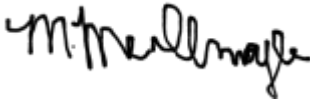
Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes

Signature



Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

7/6/2021



Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

6/29/2021

Administrator comments and conditions of approval

We are waiting until after the 4th of July to make sure all is good for an event such as this!

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:**Fire Department concerns, objections, or conditions of approval ***

All food vendors must comply with tent separation and fire prevention requirements. All mobile food vendors must have current Region 3 inspection for 2021.

Parks Department will provide the following services for this event:**Parks Department concerns, objections, or conditions of approval ***

None

Police Department will provide the following services for this event:

Routine patrol as normally performed

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:**Public Works Department concerns, objections, or conditions of approval ***

None

Departmental attachments

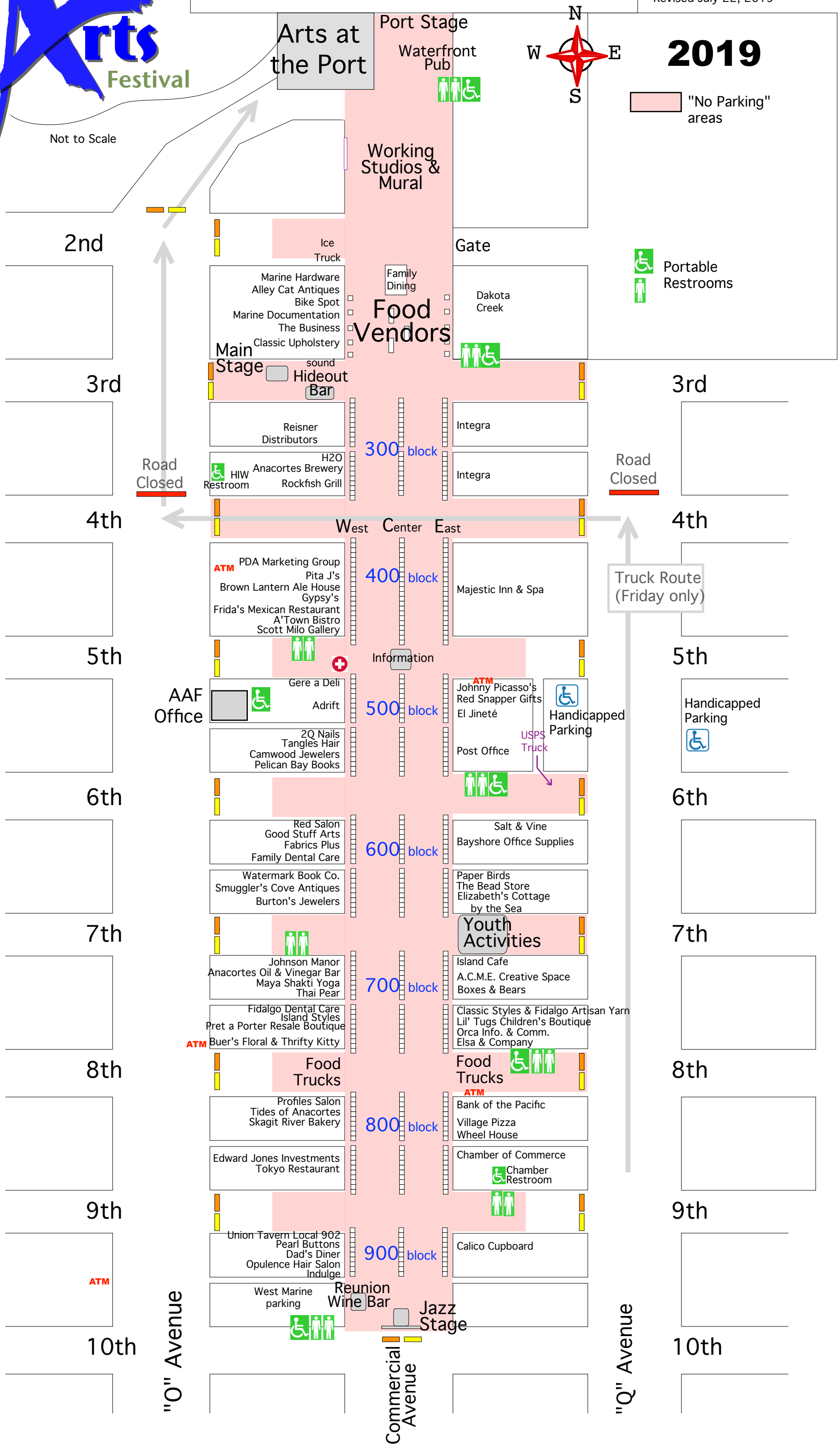
Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Mobile Food Vendor Form.pdf	424.53KB
Food Vendors.pdf	350.18KB

Comments

Staff Review Complete



COVID -19 Health Action & Management Plan
Anacortes Arts Festival
August 6 – 8, 2021

The following COVID-19 Health Action & Management Plan has been created following the following industry-specific guidance from the Washington State Governor's Office & Public Health:

- Fairs, Parades, Festivals and Special Events COVID-19 Requirements
- Eating & Drinking Establishment Requirements
- Food Workers and Food Establishments Requirements
- Theater & Performing Arts Requirements
- Spectator Event Requirements
- Museum Requirements
- Washington State COVID-19 Reopening Guidance for Business and Workers
- Washington State Department of Labor and Industries General Requirements and Prevention Ideas in the Workplace
- Washington State Department of Health Workplace and Employer Resources & Recommendations

All Phase 3 Guidelines are adhered to in this Management Plan. We are hopeful that the Skagit County Health Department and the City of Anacortes will allow AAF to adjust with less restrictions, with the State reopening plans on June 30. This plan will be updated and continually cleared through both entities.

Business Information:

Anacortes Arts Festival
505 O Avenue
Anacortes, WA 98221
Contact – Meredith McIlmoyle
Aafdirector@anacortesartsfestival.com
360-293-6211 (office)
360-708-4416 (mobile)

History:

The Anacortes Arts Festival is a non-profit organization that has been producing a summer arts festival for 60 years. In a typical year, there are 325 artist booths, three stages, three beer gardens, a youth area, a fine art show and two or three food booth areas. AAF has a full time staff of five people, an eleven member Board of Directors and more than 230 volunteers. The Festival was cancelled in 2020 and the office was closed for six months. Since January, the staff and board have been working to prepare the organization to be flexible enough to host and event of any size allowed this summer. Our team feels that even if our organization loses money this year, it is our responsibility to host a safe, well-planned event this year for our local businesses, our community and the artists who rely on our festival for their livelihood.

COVID-19 Compliance Team:

Lead Compliance Officer: TBD

Supervised by: Meredith McIlmoyle

Staff: One Compliance Officer will be assigned to each block within the Arts Festival for all operating hours. Compliance Officers will enforce mask wearing and mitigate any congestion within their block.

COVID-19 Compliance Team Information:

This management plan and all contact information for the Lead Compliance Officer and all staff will be available at the Festival Office (505 O Avenue) and the Festival Information Booth (5th and Commercial).

Workers and Volunteer Protection Plan:

- Daily Health Screenings will be completed by all festival staff and volunteers.
- Masks and shields will be available for all team members.
- Sanitation Stations will be available throughout the Festival grounds.
- An in-person or virtual training will be held one week before event to cover all health and safety protocol.
- A Health & Safety Team Lead will be designated and be available to support staff and volunteers throughout the Festival.

Capacity Compliance:

The area of the Festival that has been approved by the City of Anacortes for the last five years is 377,420 square feet, plus we use the Port of Anacortes Transit Shed and Dock. We are estimating our attendance this year to be around 48,000, over the three-day weekend. Based on past surveys, where guests indicate that they spend an average 2.3 hours at the Festival. The Festival is open for 24 total hours. With this math, it is estimated that the highest traffic times would result in a maximum of 4,600 people being at the Festival at one time. Our capacity based on State guidelines is 5,250 guests, plus the space at the Port Transit Shed.

Mapping (please see attached map):

With the current guidelines, there will be 70% of the normal number of booth vendors at the Anacortes Arts Festival this year. We have made this choice in an effort to space the booth artists out and to offer plenty of open spaces to alleviate congestion.

Booth Artisans will be spaced 6' – 10' from each other. In reviewing the map, you will see that we have re-designed the booth artist flow in more of a "checkerboard pattern" to give our guests plenty of opportunity to be physically distanced from one another.

We have reduced the number of stages and beer garden areas and increased the square footage at all of those spaces to allow for distancing.

Entertainment Areas:

Both stage areas have been expanded by more than 2x their “regular festival size.” All Theater & Performing Arts Requirements will be followed at both stages. This includes spacing between groups in the seating area and ample room between the entertainers and the spectators. A designated stage manager will be responsible for ensuring that all protocol is followed.

Fine Art Show:

The Fine Art Show is at the Port of Anacortes Transit Shed. 50% capacity of that space is 162 people. There will be a Festival team member at the entrance at all times to keep track of how many people are in the space. In the unlikely event that we meet capacity, guests will be asked to queue up and wait until someone leaves. Signage will indicate that waiting in line are to be physically distanced from people outside of their group while they wait.

The high ceilings in the Transit Shed allow for excellent ventilation. We will also keep the roll-up garage doors both open, whenever possible.

Eating Areas:

We have taken the dining off of Commercial Avenue to avoid having people walking through the crowd, eating without masks. All dining areas will be on side streets with a small number of food vendors, distanced seating, sanitizing stations and signage.

Beer Gardens:

There will be two beer gardens and each of them will have two sections, a general public area and a vaccinated guest area. There will be separate entrance / exit for the two spaces at each location. A security guard at each entrance will check ID and keep count of how many guests are in the general public space. Both locations have an expanded footprint at least 2x their historical size. Final capacity of the general public beer garden space will be set at 72 square feet per person. Tables and chairs will be set to provide required distancing between groups. Beer Garden volunteers will be responsible for sanitizing their serving area and guest tables.

Signage Plan:

AAF is developing a comprehensive signage plan that can be used by other events in Anacortes. There will be signage on the ground, at eye level and above eye level, depending on the space. Signage will include: directional for traffic flow; mask usage directions; physical distancing directions; sanitizing stations with messaging encouraging usage; line congestion mitigation signage; and any addition directives from the State or County.

Line Congestion Mitigation:

All areas of typical or possible line congestion will be addressed. Signage at eye level and on the ground will direct people to wait in line distanced from groups outside their family. Food & Beverage service areas, Information Booth and port-a-johns will be spaced as much as possible to assist in creating ample space for people to remain 6’ apart while waiting in line.

Traffic Flow:

In our mapping, AAF is leaving a center row of booths so that we can encourage one way traffic flow through the booth artists. Signage will be used at every block, half block and in turn around areas. With 80+ empty booth spaces compared to previous years, there will be more than adequate space for people to pause, turn around to the other direction on the street and wait outside of a particular booth for people to leave.

Sanitation Plan:

AAF works with local groups for trash clean-up every year. This year, job descriptions for these teams will include cleaning dining areas, refilling hand sanitizer and wiping down of any high touch points we can (i.e. port-a-potty door handles). The beer garden volunteers will be responsible for sanitizing their serving areas, high touch points and tables.

Mobile Vaccination Station:

AAF would like to offer Skagit County Health Department the opportunity to set up a mobile vaccination clinic during one or all days of the Festival. We will promote the clinic in our marketing materials.



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 6.1.21
Anacortes Arts Festival
Meredith McIlmoyle, Director
Name and Title – Printed

M. McIlmoyle
Signature

Name and Title – Printed

Signature



City Council Agenda Bill

Meeting Date: July 6, 2021

Agenda Item: 5.d.

Agenda Item Title: Street Fair Application: Jennifer Bowman Birthday Party Street Closure

Staff Contact(s): DON MEASAMER

Approved for Submittal to Council by **Action Type**

Joann Stewart

Motion

DON MEASAMER

Item Summary: Approve closure of residential street on the corner of Spruce and 39th at approximately 2003 39th Street. Applicant has contacted all neighbors. Event will take place on July 11 between 2 and 5 p.m.

Budget Impact:

No budget impact

Previous Action: N/A

Recommended Motion: I move to approve the proposed street fair application as submitted.

Alternative Actions: Deny request

Attachments (listed in order presented):

1. JBowman Birthday Party Application
2. JBowman City Map



Street Fair Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date ***Event Name *****Applicant/Organization Name *****Mailing Address *****Event Contact Person *****Event Contact Email *****Event Contact Phone *****Event Website****Estimated Number of Participants/Attendees *****Event Description *****Will food vendors participate in this event? ***

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts *

7/11/2021

Time Event Starts *

2:00:00

PM ▼

Date Event Ends *

7/11/2021

Time Event Ends *

5:00:00

PM ▼

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

7/11/2021

Time Street Closure Starts *

2:00:00

PM ▼

Date Street Closure Ends *

7/11/2021

Time Street Closure Ends *

5:00:00

PM ▼

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

2003 39TH ST & SPRUCE ST corner/dead end.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

37TH DR & 38TH ST

Event Map (optional)

Upload one or more maps of the event

Upload

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

Upload

202106171031.pdf

379.65KB

Download the Indemnification Agreement here.**Signage**

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more that 48 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Jennifer Bowman

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

7/6/2021



Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

6/29/2021

Administrator comments and conditions of approval

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:**Fire Department concerns, objections, or conditions of approval ***

None

Parks Department will provide the following services for this event:**Parks Department concerns, objections, or conditions of approval ***

None

Police Department will provide the following services for this event:

Regular patrol duties with an increased visible presence in the downtown area.

Police Department concerns, objections, or conditions of approval *

Concern for potential parking issues that create safety or traffic flow issues.

Public Works Department will provide the following services for this event:**Public Works Department concerns, objections, or conditions of approval ***

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

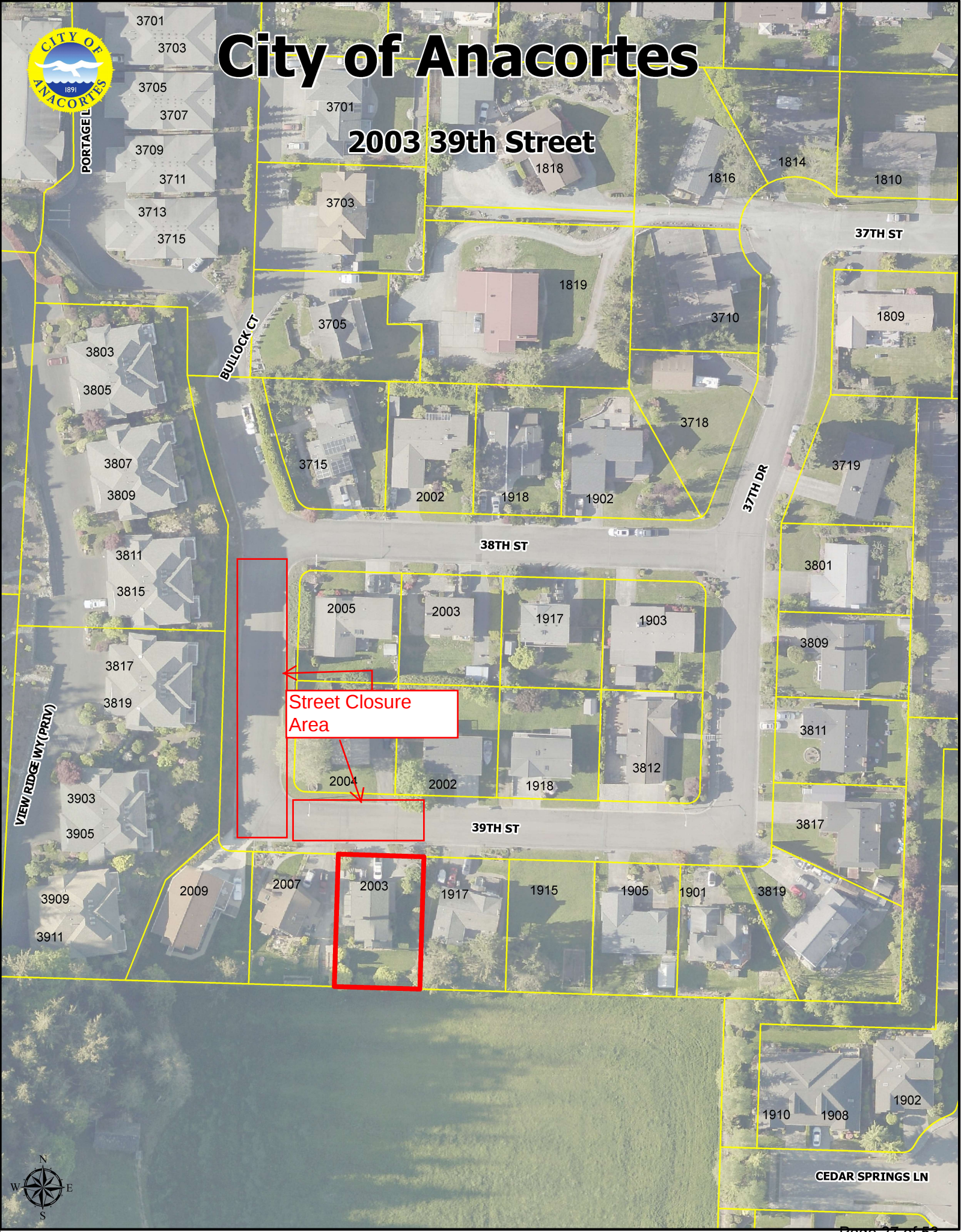
Council Packet Complete

Cancel Application



City of Anacortes

2003 39th Street



Street Closure
Area



City Council Agenda Bill

Meeting Date: July 6, 2021

Agenda Item: 5.e.

Agenda Item Title: Interlocal Agreement #21-165-MCT-001 with Skagit County: Community Court Program

Staff Contact(s): Emily Schuh, BECKY WELCH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
Emily Schuh	

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 21-165-MCT-001 with Skagit County, under which the Community Court Program will be performed at the Anacortes Municipal Court.

Background: The City of Anacortes contracts with Skagit County District Court for Judicial Services. The Anacortes Municipal Court is responsible for processing infractions and citations in violation of city ordinances and state statutes issued by the Anacortes Police Department and has a duty to set cases for Arraignments, Hearings, Probation Revocations, & Trials.

In 2020, Anacortes Municipal Court was the site of the Pilot Community Court program. The parties now wish to formalize the program for the years 2021 and 2022 through the attached interlocal. Community Court is a non-traditional system that works to address the root cause giving rise to the criminal behavior. It seeks to address crimes of poverty, mental health and substance abuse related violations of law such as non-violent misdemeanor offenses, theft, trespass, pedestrian interference, use of paraphernalia, and disorderly conduct. Defendants are linked to services and resources at their first court hearing to address the issues leading to the behavior.

Other communities which have created community courts have experienced reduced incarceration rates, lower crime rates, lower level intervention before low level offenders get felony charges, safer communities and the ability improve the lives of those affected by poverty, homelessness, and the opioid epidemic.

Key Terms:

- The City will pay the County \$610.09 per month for up to two dockets per

month.

- The term of this Agreement shall be from January 1, 2021 through December 31, 2022.

Contractor	Skagit County
Agreement Amount	\$14,642.16
BARS #	001.130.512.50.41
Budget Amendment Required?	No
Start Date	01/01/2021
End Date	12/31/2022

Budget Impact:

\$7,321.08 per year for 2021 and 2022

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 21-165-MCT-001 between City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 21-165-MCT-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of District Court Community Court services to the City. Skagit County has a Community Court Program capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Community Court Program has provided Community Court services to the City since January 1, 2021, in a pilot program role. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of Community Court services.

2. RESPONSIBILITIES: The County shall provide the following Community Court services for the City in consideration of time and effort as follows:

Active/full Community Court services, monitoring of community court, court ordered programming, community-based support group compliance, and assistance with connecting clients with support and community-based alternatives.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

The County shall limit the number of monthly dockets to two.

3. TERM OF AGREEMENT:

If the agreement is not renewed, the County will provide the City with the following transition services:

(a) For previously initiated community court services that can be completed by March 1, 2023, the County will complete the service.

(b) For previously initiated community court services that cannot be completed by March 1, 2023, the County will provide the City a complete copy of the community court file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County six hundred ten dollars and nine cents (\$610.09) per month for up to two dockets per month. Each Community Court Docket shall be limited to 15 total clients. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be District Court Community Court Development Coordinator, Leticia Nunez-Castro

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FOR CITY OF ANACORTES:

LAURIE GERE, MAYOR

(Date _____)

Mailing Address:
City of Anacortes
904 6th Street
Anacortes, WA 98221

DATED this ____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Ron Wesen, Commissioner

Peter Browing, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Interlocal Agreement
Page 5 of 5



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

laurieg@cityofanacortes.org

www.anacorteswa.gov

City Council Memo

TO: Anacortes City Council
FROM: Laurie Gere, Mayor
DATE: June 28, 2021
RE: Appointment to Museum Advisory Board

Summary Statement:

The following appointment to the Museum Advisory Board is being presented at the regular City Council meeting on July 6, 2021. I appreciate the contributions of this volunteer and their willingness to serve our community. If you have any questions or feedback you wish to provide, please contact me prior to the meeting.

Please see that attached Memorandum provided by Museum Director Bret Lunsford as well as the application from Judith Zersen. This appointment would be to complete an unexpired term and will expire December 31, 2022.

Appointed by the Mayor Requiring Confirmation by City Council

Appointment

Museum Advisory Board

- Judith Zersen (June 28, 2021 - December 31, 2022)

Recommended Motion: I move that Judith Zersen be confirmed in their appointment as Museum Advisory Board Member.



Laurie Gere, Mayor

CITY OF ANACORTES

904 6th Street Anacortes, WA 98221

Office: 360-299-1950

laurieg@cityofanacortes.org

www.anacorteswa.gov

June 28, 2021



Dear Judith:

I am pleased to appoint you to the Anacortes Museum Advisory Board effective June 28, 2021, through December 31, 2022. I will publicly announce your appointment at the City Council meeting on July 6, 2021.

The Museum Advisory Board meets at the Museum Research Library on the first Tuesday of each month at 9:00am. If you have any questions, please contact Bret Lunsford, Museum Director at bretl@cityofanacortes.org or 360-588-8072.

The Open Government Trainings Act requires training for some local government officials in the fundamentals of the Open Public Meetings Act, the Public Records Act, and records retention requirements. The training is available online at <http://www.atg.wa.gov/open-government-training>. As a City of Anacortes Board member, you must complete this training within ninety days of your date of appointment. Please contact Alexandra Holden at alexandrah@cityofanacortes.org to confirm that you have completed this training.

Thank you for your interest in serving and improving our community. The continued success of our City depends on dedicated citizens like you who are willing to volunteer their time and expertise

Sincerely,

Laurie Gere

Mayor, City of Anacortes

Memorandum

TO: Mayor Laurie Gere

FROM: Bret Lunsford, Director Anacortes Museum

DATE: June 16, 2021

RE: Appointment to the Anacortes Museum Advisory Board

Anacortes Municipal Code Chapter 2.50.030 refers to Anacortes Museum Advisory Board terms and states: “Upon vacancy, the mayor shall appoint a board member to fill the unexpired portion of the term.”

Libby Walgamott, President Anacortes Museum Advisory Board and Bret Lunsford, Director Anacortes Museum, submit the following recommendation:

Appoint Judith Zersen to complete the unexpired term of Lewis Jones. The term will expire December 31, 2022. At the end of the term, Ms. Zersen would be eligible to serve a four-year term.

Please see attached application.



Talent Bank Application for Public Involvement

Thank you for your interest in serving on a Board or Commission! The City keeps all applications on file for two years and reviews them whenever there is an opening. If you are not selected right away, remember that many people apply and that there are not always openings available.

What position(s) are you interested in being considered for? *

Check all that apply

- | | |
|--|---|
| ☐ Accessible Community Advisory Committee | ☐ Anacortes Arts Commission |
| ☐ Civil Service Commission | ☐ Forest Advisory Board |
| ☐ Historic Preservation Board | ☐ Housing Authority Board |
| ☐ Lodging Tax Advisory Committee | ☐ Library Board of Trustees |
| ☒ Museum Advisory Board | ☐ Parks and Recreation Board |
| ☐ Planning Commission | |

Applicant Information

First Name *

Judith

Last Name *

Zersen

Address *

[REDACTED]

City *

Anacortes

State *

WA

ZIP Code *

98221

Phone Number *

(360) 220-0166

Alternative Phone Number

Email *

64alaska19@gmail.com

Please describe your reasons for wanting to volunteer with the City of Anacortes *

Because I feel that I have some knowledge of Anacortes that I may be able to contribute something to the museum. Both of my families are 3rd and 4th generation Anacortes. Atterberry, Omundson, Berentson, and Lewis.

Please summarize your job-related skills, specialized training, or volunteer experience *

Worked in my mother catering business here in Anacortes, Ruth Catering Services.
Hostess for the Westin Hotel in Seattle during the Worlds Fair, Alaska Airline Stewardess, volunteered for La Leche League International leading meetings and counseling for pregnant and nursing mothers then became Internationally Board Certified Lactation Consultant through the Grandfathering Clause as in on a new Profession. Realtor with Keller Williams in Bellingham for about 15 years. Moved back to Anacortes 5 years ago.

List professional, trade, business, or civic associations and any offices held *

Hostess for the Westin Hotel 1960-63. Stewardess Alaska Airlines Jan 1964-65. Volunteered for La Leche League International 1967-78. Lactation Consultant in Los Angeles 1985-98. Realtor with Keller Williams Bellingham.

List any additional information you would like us to consider *

1957 Anacortes Mariners Pageant Queen

Attachments

Please attach a resume and/or other biographical information if you wish.

References

Please provide the name and contact information for two references who are knowledgeable about your qualifications and skills relative to volunteering at the City of Anacortes.

First Reference Name *

Gib Moore

Title/Position/Organization

Teacher and volunteer for the Library

Phone Number *

(360) 420-9115

Second Reference Name *

Clintina Wells Olsen

Title/Position/Organization

Head Librarian of a high school

Phone Number *

(360) 333-4024

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *A rectangular box containing a handwritten signature in cursive script that reads "Judith M Zersen".**Email Address ***

gibmoore@comcast.net

Alternative Phone Number**Email Address ***

clintwo@proaxis.com

Alternative Phone Number**Date ***

6/7/2021



City Council Agenda Bill

Meeting Date: July 6, 2021

Agenda Item: 6.b.

Agenda Item Title: Contract Award: City Hall Parking Lot LID Retrofit Project #21-001-STM-002

Staff Contact(s): FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Award
FRED BUCKENMEYER	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$403,928.27 to Valdez Construction, Inc. to perform the City Hall Parking Lot LID Retrofit Project. The project provides for improvements to the Anacortes City Hall parking lots at 904 6th Street and 511 Q Avenue including but not limited to clearing and grubbing, storm drain system installation, bio-retention swales, stormwater treatment device installation, cement concrete curbs, cement concrete curb ramps, cement concrete sidewalk, pervious paver installation, asphalt paving, landscaping restoration.

Background:

History: The City is working with Puget Soundkeeper Alliance to rebuild the city hall parking lots with modern Low Impact Development (LID) stormwater best management practices (BMP's) partly to use as a demonstration area for different stormwater treatment methodologies. The project will install two bio-retention swales, areas of permeable pavers, and an engineered stormwater treatment vault to demonstrate multiple different stormwater treatment options available for development. Also included in the project are foundation installation for two new electric vehicle charging stations and associated lighting. The project also includes stormwater improvements, ADA ramp upgrades, paving, drainage, and landscape removal and installation.

Key Terms:

- Contract is for a fixed price of \$403,928.27.
- Work shall start within Ten (10) Calendar days from the date of the Notice to Proceed, and Physical completion shall be achieved within Fifty (50) Working days after work commences.

Competitive Bidding: On June 9, 2021 the City [solicited bids](#) for the subject project and on June 24, 2021 a bid opening was conducted and 2 bids were received. Valdez Construction, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$415,000. Bid results are provided as an attachment hereto.

Contractor	Valdez Construction, Inc.
Contract Amount	\$403,928.27

Earmarked Funds	\$440,000.00 \$9,000.00
BARS #	445.770.594.31.60 401.711.553.10.31
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	50 working days

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-001-STM-002 with Valdez Construction, Inc. in the amount of \$403,928.27 to perform the City Hall Parking Lot LID Retrofit Project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. BID TAB RESULTS FOR City Hall Parking Lot LID Retrofit - 21-001-STM-002
2. 21-001-STM-002
3. Parking Lot LID Retrofit- Site Plan

				ENGINEERS ESTIMATE		Low Bid Received From		2nd	
						VALDEZ CONSTRUCTION, INC.		SRV CONSTRUCTION INC.	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	Mobilization	\$ 34,652.50	\$ 34,652.50	\$ 18,300.00	\$ 18,300.00	\$ 17,825.00	\$ 17,825.00
2	Est.	DOL	Force Account - Unanticipated Site Work	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	1	LS	SPCC Plan	\$ 750.00	\$ 750.00	\$ 310.00	\$ 310.00	\$ 230.00	\$ 230.00
4	14	EA	Inlet Protection	\$ 100.00	\$ 1,400.00	\$ 75.00	\$ 1,050.00	\$ 75.00	\$ 1,050.00
5	1	LS	Project Temporary Traffic Control	\$ 2,500.00	\$ 2,500.00	\$ 3,493.00	\$ 3,493.00	\$ 19,500.00	\$ 19,500.00
6	1	LS	Removal of Structures and Obstructions	\$ 2,500.00	\$ 2,500.00	\$ 3,670.00	\$ 3,670.00	\$ 5,300.00	\$ 5,300.00
7	1	LS	Clearing and Grubbing	\$ 5,000.00	\$ 5,000.00	\$ 4,590.00	\$ 4,590.00	\$ 11,500.00	\$ 11,500.00
8	800	LF	Saw Cutting Asphalt	\$ 5.00	\$ 4,000.00	\$ 5.60	\$ 4,480.00	\$ 3.00	\$ 2,400.00
9	250	LF	Saw Cutting Concrete	\$ 10.00	\$ 2,500.00	\$ 7.40	\$ 1,850.00	\$ 5.75	\$ 1,437.50
10	460	LF	Removing Cement Conc Curb	\$ 15.00	\$ 6,900.00	\$ 6.80	\$ 3,128.00	\$ 10.00	\$ 4,600.00
11	125	SY	Removing Cement Conc. Sidewalk	\$ 25.00	\$ 3,125.00	\$ 37.00	\$ 4,625.00	\$ 12.00	\$ 1,500.00
12	1,500	SY	Removing Asphalt Conc. Pavement	\$ 20.00	\$ 30,000.00	\$ 5.80	\$ 8,700.00	\$ 5.00	\$ 7,500.00
13	500	CY	Roadway Excavation Incl. Haul	\$ 45.00	\$ 22,500.00	\$ 45.00	\$ 22,500.00	\$ 36.00	\$ 18,000.00
14	200	CY	Structure Excavation Cl. B Incl Haul	\$ 35.00	\$ 7,000.00	\$ 104.00	\$ 20,800.00	\$ 44.00	\$ 8,800.00
15	1	LS	Shoring or Extra Excavation Class B	\$ 1,500.00	\$ 1,500.00	\$ 1,860.00	\$ 1,860.00	\$ 500.00	\$ 500.00
16	522	LF	Solid Wall PVC Storm Sewer Pipe 6 In. Diam.	\$ 55.00	\$ 28,710.00	\$ 19.80	\$ 10,335.60	\$ 35.00	\$ 18,270.00
17	5	EA	Catch Basin Type 1	\$ 1,500.00	\$ 7,500.00	\$ 1,078.00	\$ 5,390.00	\$ 1,800.00	\$ 9,000.00
18	1	LS	Modular Wetland System- Linear	\$ 50,000.00	\$ 50,000.00	\$ 45,259.00	\$ 45,259.00	\$ 45,500.00	\$ 45,500.00
19	1	LS	Bio-Retention Swale A with Underdrain	\$ 10,000.00	\$ 10,000.00	\$ 9,205.00	\$ 9,205.00	\$ 14,700.00	\$ 14,700.00
20	1	LS	Bio-Retention Swale B with Underdrain	\$ 10,000.00	\$ 10,000.00	\$ 9,276.00	\$ 9,276.00	\$ 12,700.00	\$ 12,700.00
21	8	EA	Connection to Drainage Structure	\$ 600.00	\$ 4,800.00	\$ 340.00	\$ 2,720.00	\$ 1,000.00	\$ 8,000.00
22	8	EA	Abandon Exsting Pipe in Place	\$ 500.00	\$ 4,000.00	\$ 340.00	\$ 2,720.00	\$ 450.00	\$ 3,600.00
23	1.0	EA	Catch Basin Frame and Solid Cover	\$ 750.00	\$ 750.00	\$ 727.00	\$ 727.00	\$ 900.00	\$ 900.00
24	650.0	LF	Conduit Pipe 2 In. Diam.	\$ 25.00	\$ 16,250.00	\$ 9.70	\$ 6,305.00	\$ 22.40	\$ 14,560.00
25	600.0	TON	Crushed Surfacing Top Course	\$ 35.00	\$ 21,000.00	\$ 76.50	\$ 45,900.00	\$ 35.00	\$ 21,000.00
26	260.0	LF	Cement Conc. Traffic Curb and Gutter	\$ 40.00	\$ 10,400.00	\$ 50.00	\$ 13,000.00	\$ 49.00	\$ 12,740.00
27	75.0	LF	Cement Conc. Traffic Curb	\$ 40.00	\$ 3,000.00	\$ 81.00	\$ 6,075.00	\$ 52.00	\$ 3,900.00
28	85.0	LF	Cement Conc. Pedestrian Curb	\$ 35.00	\$ 2,975.00	\$ 37.00	\$ 3,145.00	\$ 52.00	\$ 4,420.00
29	125.0	LF	Cement Conc. Bio-Retention Swale Curb	\$ 80.00	\$ 10,000.00	\$ 123.00	\$ 15,375.00	\$ 184.00	\$ 23,000.00
30	32.0	SY	Cement Conc. Sidewalk	\$ 60.00	\$ 1,920.00	\$ 156.00	\$ 4,992.00	\$ 98.00	\$ 3,136.00
31	38.0	SY	Cement Conc. Driveway Entrance Type 2	\$ 75.00	\$ 2,850.00	\$ 112.00	\$ 4,256.00	\$ 109.00	\$ 4,142.00
32	4.0	EA	Cement Conc. Curb Ramp Type Perpendicular A	\$ 2,000.00	\$ 8,000.00	\$ 2,480.00	\$ 9,920.00	\$ 3,100.00	\$ 12,400.00
33	48.0	SF	Detectable Warning Surface	\$ 65.00	\$ 3,120.00	\$ 93.00	\$ 4,464.00	\$ 69.00	\$ 3,312.00
34	90.0	SY	Install City Provided Permiable Pavers Incl. Underdrain	\$ 60.00	\$ 5,400.00	\$ 145.00	\$ 13,050.00	\$ 143.00	\$ 12,870.00
35	225.0	TON	HMA CL. 1/2 In. PG58H-22	\$ 175.00	\$ 39,375.00	\$ 153.00	\$ 34,425.00	\$ 146.00	\$ 32,850.00
36	21.0	EA	Install Wheel Stop	\$ 100.00	\$ 2,100.00	\$ 43.00	\$ 903.00	\$ 60.00	\$ 1,260.00
37	700.0	LF	Paint Line	\$ 1.00	\$ 700.00	\$ 1.25	\$ 875.00	\$ 1.15	\$ 805.00
38	2.0	EA	Plastic Access Parking Space Symbol with Background	\$ 750.00	\$ 1,500.00	\$ 347.00	\$ 694.00	\$ 322.00	\$ 644.00
39	75.0	CY	Topsoil Type A	\$ 90.00	\$ 6,750.00	\$ 40.00	\$ 3,000.00	\$ 64.00	\$ 4,800.00
40	1.0	LS	Irrigation System	\$ 4,000.00	\$ 4,000.00	\$ 10,350.00	\$ 10,350.00	\$ 25,600.00	\$ 25,600.00
41	1.0	LS	Flagpole Foundation Installation	\$ 1,000.00	\$ 1,000.00	\$ 1,040.00	\$ 1,040.00	\$ 2,000.00	\$ 2,000.00
42	Est.	DOL	Force Account - Flag Pole and Payment Box Installation	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
43	Est.	DOL	Force Account - Electric Vehicle Charging Station Foundation Installation	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
SUB-TOTAL					\$ 388,927.50		\$ 371,257.60		\$ 404,751.50
SALES TAX (8.8%)					\$ 34,225.62		\$ 32,670.67		\$ 35,618.13
TOTAL BID					\$423,153.12		\$403,928.27		\$440,369.63

Denotes Correction from Contractor's Bid Proposal



CONTRACT 21-001-STM-002

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Valdez Construction, Inc., a private contractor at 499 NE Midway Blvd. Ste. 2, Oak Harbor, WA 98277 (herein after referred to as "Contractor").

WITNESSETH:

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

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **City Hall Parking Lot LID Retrofit, Project No. 21-001-STM-002** in accordance with and as described in the City of Anacortes document entitled "**Plans, Specifications, and Contract Documents – City Hall Parking Lot LID Retrofit**" which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

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

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Fifty (50) Working days** after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

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

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled "**Plans, Specifications, and Contract Documents – City Hall Parking Lot LID Retrofit**", and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **Four Hundred Three Thousand Nine Hundred Twenty-Eight Dollars and Twenty-Seven Cents (\$403,928.27)**.

A. Interest:

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

V. CONTRACTOR REPRESENTATIONS.

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

- A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2018 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

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

VII. MISCELLANEOUS

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

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.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Valdez Construction, Inc.

Title

Date

BID PROPOSAL

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

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

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

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

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

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

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

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Working days** after the date of the Notice to Proceed and to achieve Physical Completion within **Fifty (50) Working days**, in accordance with the Notice to Proceed.

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

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

NOTICE TO BIDDERS:

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

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

The project provides for improvements to the Anacortes City Hall parking lots at 904 6th Street and 511 Q Avenue including but not limited to clearing and grubbing, storm drain system installation, bio-retention swales, stormwater treatment device installation, cement concrete curbs, cement concrete curb ramps, cement concrete sidewalk, pervious paver installation, asphalt paving, landscaping restoration and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES CITY HALL PARKING LOT LID RETROFIT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At \$ <u>18,300</u> Per Lump Sum	\$ <u>18,300</u>
2	EST. DOL.	FORCE ACCOUNT- UNANTICIPATED SITE WORK 1-09.6SP	At \$5,000 Per Force Account	\$5,000
3	1 LS	S.P.C.C PLAN 1-07.15	At \$ <u>310</u> Per Lump Sum	\$ <u>310</u>
4	14 EA	INLET PROTECTION 8-01.5	At \$ <u>75</u> Per Each	\$ <u>1,050</u>
5	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)SP	At \$ <u>3,493</u> Per Lump Sum	\$ <u>3,493</u>
6	1 LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5SP	At \$ <u>3,670</u> Per Lump Sum	\$ <u>3,670</u>
7	1 LS	CLEARING AND GRUBBING 2-01.5SP	At \$ <u>4,590</u> Per Lump Sum	\$ <u>4,590</u>

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NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	800 LF	SAW CUTTING ASPHALT 2-02.5SP	At \$ <u>5.60</u> Per Linear Foot	\$ <u>4,480</u>
9	250 LF	SAW CUTTING CONCRETE 2-02.5SP	At \$ <u>7.40</u> Per Linear Foot	\$ <u>1,850</u>
10	460 LF	REMOVING CEMENT CONC. CURB 2-02.5SP	At \$ <u>6.80</u> Per Linear Foot	\$ <u>3,128</u>
11	125 SY	REMOVING CEMENT CONC. SIDEWALK 2-02.5SP	At \$ <u>37.00</u> Per Square Yard	\$ <u>4,625</u>
12	1,500 SY	REMOVING ASPHALT CONC. PAVEMENT 2-02.5SP	At \$ <u>5.80</u> Per Square Yard	\$ <u>8,700</u>
13	500 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5SP	At \$ <u>45.00</u> Per Cubic Yard	\$ <u>22,500</u>
14	200 CY	STRUCTURE EXCAVATION CL. B INCL. HAUL 2-09.5	At \$ <u>104.00</u> Per Cubic Yard	\$ <u>20,800</u>
15	1 LS	SHORING OR EXTRA EXCAVATION CLASS B 2-09.5SP	At \$ <u>1,860</u> Per Lump Sum	\$ <u>1,860</u>
16	522 LF	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM. 7-04.5	At \$ <u>19.80</u> Per Linear Foot	\$ <u>10,335.60</u>
17	5 EA	CATCH BASIN TYPE 1 7-05.5	At \$ <u>1,078</u> Per Each	\$ <u>5,390</u>
18	1 LS	MODULAR WETLAND SYSTEM - LINEAR 8-51.5SP	At \$ <u>45,259</u> Per Lump Sum	\$ <u>45,259</u>
19	1 LS	BIO-RETENTION SWALE A WITH UNDERDRAIN 7-03.5SP	At \$ <u>9,205</u> Per Lump Sum	\$ <u>9,205</u>

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NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
20	1 LS	BIO-RETENTION SWALE B WITH UNDERDRAIN 7-03.5SP	At \$ <u>9,276</u> Per Lump Sum	\$ <u>9,276</u>
21	8 EA	CONNECTION TO DRAINAGE STRUCTURE 7-05.5SP	At \$ <u>340</u> Per Each	\$ <u>2,720</u>
22	8 EA	ABANDON EXISTING PIPE IN PLACE 7-05.5SP	At \$ <u>340</u> Per Each	\$ <u>2,720</u>
23	1 EA	CATCH BASIN FRAME AND SOILD COVER 7-05.5SP	At \$ <u>727</u> Per Each	\$ <u>727</u>
24	650 LF	CONDUIT PIPE 2 IN. DIAM 8-20.5	At \$ <u>9.70</u> Per Linear Foot	\$ <u>6,305</u>
25	600 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>76.50</u> Per Ton	\$ <u>45,900</u>
26	260 LF	CEMENT CONC. TRAFFIC CURB AND GUTTER 8-04.5SP	At \$ <u>50.00</u> Per Linear Foot	\$ <u>13,000</u>
27	75 LF	CEMENT CONC. TRAFFIC CURB 8-04.5	At \$ <u>81.00</u> Per Linear Foot	\$ <u>6,075</u>
28	85 LF	CEMENT CONC. PEDESTRIAN CURB 8-04.5	At \$ <u>37.00</u> Per Linear Foot	\$ <u>3,145</u>
29	125 LF	CEMENT CONC. BIO-RETENTION CURB 8-04.5SP	At \$ <u>123.00</u> Per Linear Foot	\$ <u>15,375</u>
30	32 SY	CEMENT CONC. SIDEWALK 8-14.5	At \$ <u>156.00</u> Per Square Yard	\$ <u>4,992</u>
31	38 SY	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 8-06.5	At \$ <u>112.00</u> Per Square Yard	\$ <u>4,256</u>
32	4 EA	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A 8-14.5	At \$ <u>2,480</u> Per Each	\$ <u>9,920</u>

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NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
33	48 SF	DETECTABLE WARNING SURFACE 8-14.5	At \$ <u>93.00</u> Per Square Foot	\$ <u>4,464</u>
34	90 SY	INSTALL CITY PROVIDED PERVIOUS PAVERS INCL. UNDERDRAIN 8-50.5SP	At \$ <u>145.00</u> Per Square Yard	\$ <u>13,050</u>
35	225 TON	HMA CL. ½ IN. PG58H-22 5-04.5SP	At \$ <u>153.00</u> Per Ton	\$ <u>34,425</u>
36	21 EA	INSTALL WHEEL STOP 8-04.5SP	At \$ <u>43.00</u> Per Each	\$ <u>903.</u>
37	700 LF	PAINT LINE 8-21.5	At \$ <u>1.25</u> Per Linear Foot	\$ <u>875</u>
38	2 EA	PLASTIC ACCESS PARKING SPACE SYMBOL WITH BACKGROUND 8-21.5	At \$ <u>347.00</u> Per Each	\$ <u>694</u>
39	75 CY	TYPE "A" TOP SOIL 8-02.5SP	At \$ <u>40.00</u> Per Cubic Yard	\$ <u>3,000</u>
40	1 LS	IRRIGATION SYSTEM 8-03.5SP	At \$ <u>10,350</u> Per Lump Sum	\$ <u>10,350</u>
41	1 LS	FLAGPOLE FOUNDATION INSTALLATION 8-21.5SP	\$ <u>1,040</u> Per Lump Sum	\$ <u>1,040</u>
42	EST. DOL.	FORCE ACCOUNT- FLAGPOLE AND PAYMENT BOX INSTALLATION 1-09.6SP	At \$1,500 Per Force Account	\$1,500
43	EST. DOL.	FORCE ACCOUNT - ELECTRIC VEHICLE CHARGING STATION FOUNDATION INSTALLATION 1-09.6SP	At \$2,000 Per Force Account	\$2,000
			Sub Total:	\$ <u>371,257.60</u>

NOTICE TO BIDDERS:

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NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
Rule 170 applies to all bid items in this project. See special provision 1-07.2(2) for clarification.			+ Sales Tax (8.8% of Sub-total)	\$ <u>32,670.67</u>
			Total Bid: (Sub-total + Sales Tax)	\$ <u>403,928.27</u>

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial JS

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

BID DEPOSIT

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

☒ Bid Bond

☐ Cashier's Check

☐ Certified Check

☐ Cash

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

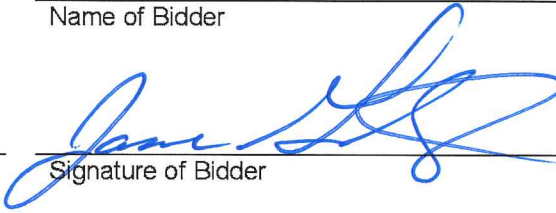
The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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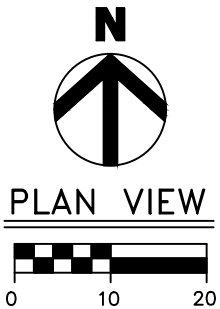
Name of Bidder: Valdez Construction, Inc.
Contact Name: Jason Gentry
Mailing Address: 499 NE Midway Blvd. Ste. 2
City, State, Zip: Oak Harbor, WA 98277
Business Telephone: 360-679-3000 Cell Phone: 360-929-1072
Email Address: jason@valdezco.com
Contractor's State License No: VALDECI963C5
UBI Number: 602 348 804

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

(Corporate Seal)	<u>Valdez Construction, Inc.</u>	<u>Vice President</u>
	Name of Bidder	Title
<u>6/24/2021</u>		
Date	Signature of Bidder	
	<u>Jason Gentry</u>	
	Print Name	

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1				PROJECT NUMBER:	21-001-STM
2				DATE:	7-06-11
3				DRAWN BY:	TIM HOHMANN
4				CHECKED BY:	
NO:	DATE:	BY:	DESCRIPTION:	DRAWING NAME:	PARKING LOT LID RETROFIT.DWG

CITY OF ANACORTES
ENGINEERING DEPARTMENT
904 6TH ST.
ANACORTES, WA. 98221
(360) 293-1920



CITY OF ANACORTES
CITY HALL PARKING LOT
LID RETROFIT PROJECT
PROJECT # 21-001-STM

PARKING LOT SITE PLAN
ANACORTES CITY HALL
904 6th STREET



SHEET:
SP1
SP1