

- 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
904 6th Street

June 6, 2022
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Fiber Committee (Discussion)
 - b. Finance Committee (Discussion)
 - c. Housing Affordability and Community Services Committee (Discussion)
 - d. Museum Committee (Discussion)
 - e. Public Works Committee (Discussion)
 - f. Oath of Office for Police Promotions
4. **Public Comment**
5. **Consent Agenda**
 - a. Draft Minutes of 05-23-2022 (Action)
 - b. Approval of claims in the amount of \$356,622.22 (Action)
 - c. Street Fair Application: Free Movie Night on Kingsway (Action)
6. **Other Business**
 - a. * Ordinance 4021: Amending Title 6 AMC regarding Animals (Discussion/Possible Action)
 - b. Contract Award: Access Anacortes Fiber Internet Guemes View Area Underground Construction Project #22-119-FBR-001 (Discussion/Action)
 - c. Contract Modification: 2022 Waterline Replacements #22-040-WTR-001 (Action)
 - d. * Ordinance 4022: Adoption of the 2019 Stormwater Management Manual for Western Washington (Discussion/Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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.

7. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on 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 - May 23, 2022

Call to Order

Mayor Pro Tempore Anthony Young called to order the Anacortes City Council meeting of May 23, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Councilmember Moulton participated in the meeting remotely via Zoom.

No councilmembers were absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Young gave a Covid update before asking for committee reports.

After the committee reports Ms. Cleland-McGrath requested resolution 3088, recognizing June 2022 as Pride Month, be moved from item 7a to the end of the agenda so as to be the last item on the agenda.

Council all agreed to move the resolution to be the last item on the agenda.

Traffic Safety Committee

Ms. Moulton reported from the previous Committee meeting. The topics discussed included lack of traffic paint, vehicles parked on T ave that have not taken advantage of services offered to them, including 6 RV's tagged that are not registered and schedule to be towed if not moved by the owner or occupant. Other various traffic painting and traffic safety items were discussed.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Committee meeting met the previous week. The topics discussed included a site visit in Mount Vernon, and Sedro Woolley, and how they managed their housing, and held discussion with them on potentially partnering with them in some way for future building opportunities in Anacortes.

Parks and Recreation Committee

Ms. Hubik reported from the Committee meeting held the previous week. The topics discussed included potential future cemetery fee increases, a potential request for funding for the upcoming skate park project, and various other parks classes and

Planning Committee

Ms. Cleland-McGrath reported from the Committee meeting held at 5:00 PM before the council meeting started. The topics discussed included ...

Public Comment

Mayor Pro Tem Young invited the public to comment on any item not on the agenda.

There were 2 attendees, Anastasia Brensick, and Doug Thurber who addressed the council.

Consent Agenda

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

Minutes of May 16, 2022

Approval of claims in the amount of \$254,854.72

Contract Award: AFD Rescue Truck Replacement - Ram 5500 Chassis Purchase #22-091-ERR-001

Interlocal C20160538 Amendment 1: Countywide Public Safety Communications Center (Skagit 911)

Public Hearings

Mr. Young introduced Mr. Measamer to present the item for Public Hearing

Resolution 3082 A resolution updating the work plan adopted by Resolution 3005 regarding bonus height provisions in the R4 Use Zone west of the Commercial Use zone related to Ordinance 4020

DON MEASAMER presented resolution 3082 and the associated work plan related to ordinance 4022 to the Council.

Mr. Young opened the public hearing and asked if any members of the public or online attendees wished to comment.

No comments were given.

Mr. Young then closed the public hearing.

Ms. Cleland-McGrath moved, seconded by Ms. Hubik, to approve the resolution.

The resolution passed.

Other Business

Resolution 3087 Authorizing Execution of Tourism Promotion Fund Contracts

Mr. Hoglund presented the resolution for Lodging Tax funding consideration.

It was moved by Mr. Walters, seconded by Ms. Cleland-McGrath, to approve Resolution 3087 authorizing execution of Tourism Promotion fund contracts between the City of Anacortes and the recipient agencies to promote tourism and attract visitors to Anacortes.

The resolution passed unanimously.

Ordinance 4022: Adoption of the 2019 Stormwater Management Manual for Western Washington

Diane Hennebert presented to Council on the Adoption of Ordinance 4022 the 2019 Stormwater Management Manual. This was a discussion item only. Ms. Hennebert said the Ordinance would be back to Council on June 6 for consideration of adoption.

Mr. Walters made some positive comments on the proposed change to the manual.

Shoreline Master Program Periodic Update

Libby Grage continued the update of the Shoreline Master Program that was started at the previous council meeting on May 16, 2022.

Ms. Grage requested feedback from Council to incorporate before taking the Periodic update back to the public for public feedback.

Ms. Grage then reviewed next steps for the update of the SMP, as well as Regulation of Critical areas in shoreline jurisdiction.

Ms. Grage then reviewed additional items of the update that had been identified for followup.

Resolution 3089 - Declaring an Emergency and Waiving State Bidding Requirements for the Relocation of Sanitary Sewer Pump Station #8, and U Avenue Bank Stabilization.

TIM HOHMANN presented to Council the issues taking place with sanitary sewer pump station #8, particularly as it relates to how its structure and functionality was effected by a significant high tides (King tide) along with high wind creating significant wave action earlier in the year in January, and the shoreline bank around the pumpstation along U Avenue, and the need to take immediate action to avoid catastrophic sewage release into Guemes Channel bay.

Mr. Walters moved, seconded by Ms. Moulton, to approve Resolution 3089 declaring an emergency and waiving state competitive bidding requirements for the relocation of sanitary sewer pump station #8 and U Avenue bank stabilization, pursuant to RCW 39.04.280.

The resolution passed unanimously.

Contract Award: Pump Station #8 Emergency Relocation #22-154-ENG-001

Mr. Homann then presented the contract associated with the emergency work for Council consideration.

Mr. Walters moved, seconded by Ms. Cleland-McGrath that City Council authorize the Mayor to sign contract 22-154-ENG-001 with Welch Brothers Construction in the not to exceed amount of \$350,000.00 to perform the Pump Station #8 Emergency Relocation and Guemes Channel bank repair.

The motion passed unanimously.

Resolution 3088 Declaring Pride Month June 2022

Mr. Young presented the item, Mr. Walters then introduced the resolution.

Mr. Young then read the resolution.

Mr. Young then invited the public to comment.

Several members present made comments at the podium, and one person attending online made comments, about the resolution.

Ms. Cleland moved, seconded by Mr. McDougall, to adopt resolution 3088 declaring the month of June LGBTQ+ Pride Month.

Vote: Ayes - Carter, Walters, Young, Cleland-McGrath, Moulton, McDougall, Hubik. Nays - None. Result: Motion passed.

Adjournment

There being no further business, at approximately 7:47 p.m. the Anacortes City Council meeting of May 23, 2022 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 June 6, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
304888	5/20/2022	TM-209037	ALPINE PRODUCTS INC	CITY TRAFFIC PAINT PURCHASE	\$ 26,361.38	pw1
304539	5/18/2022	7169-1	ANACORTES TOWING, LLC	TOWING; APD CASE 22-A01926	\$ 163.20	apd
304790	5/25/2022	7497-1	ANACORTES TOWING, LLC	TOWING; APD CASE 22-A03297	\$ 163.20	apd
304209	5/10/2022	320535	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,216.63	pwfac
304889	10/30/2021	BI-0350134	BECKWITH & KUFFEL	W3 PUMP #2 REBUILD	\$ 17,527.14	dwwtp
304281	9/24/2021	INV-US47566	BIBLIOTHECA , LLC	RFID TAGS	\$ 1,460.11	publib
304364	4/30/2022	606	BOYS & GIRLS CLUBS	APRIL - LUNCH PROGRAM SERVICE PROVISION	\$ 200.00	finance
304540	5/20/2022	#22-39928	BUDGET TOWING & AUTO REPAIR	TOWING; T AVE (ABANDONED RV'S)	\$ 1,727.91	apd
304555	4/30/2022	832961	CASCADE COLUMBIA DISTRIBUTION	NALCLEAR 8170 FILTER AID POLY - 40 55LB BAGS	\$ 8,470.00	dwwtp
304282	4/19/2022	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 3/19-4/18/2022	\$ 901.57	publib
304541	5/18/2022	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 4/19-5/17/22	\$ 1,153.47	apd
304553	5/18/2022	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 4/19-5/17/22	\$ 682.86	publib
304546	5/18/2022	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 4/19 - 5/17/22	\$ 98.39	medic
304559	5/18/2022	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM R AVENUE 4/19-5/17/22	\$ 57.60	museum
304355	5/18/2022	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 4/19-5/16/22	\$ 226.80	parks1
304312	5/18/2022	30471342342	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 4/19-5/16/22	\$ 14.83	parks1
304289	5/18/2022	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 4/19-5/17/22	\$ 319.68	finance
304358	5/18/2022	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 4/19-5/17/22	\$ 48.09	parks1
304357	5/18/2022	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 4/19-5/17/22	\$ 63.28	parks1
304545	5/18/2022	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 4/19 - 5/17/22	\$ 106.92	medic
304449	5/18/2022	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS 4/19 - 5/17/22	\$ 603.16	dshop
304288	5/18/2022	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 4/19-5/17/22	\$ 191.37	finance
304558	5/18/2022	912 800 0000 0	CASCADE NATURAL GAS CORP.	1305 8TH STREET 4/19-5/17/22	\$ 195.51	museum
304356	5/18/2022	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 4/19-5/17/22	\$ 50.94	parks1
304884	5/26/2022	AN 87300	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 68.88	medic
304359	6/1/2022	20220601	CHOWANEC, WILLIAM	STA 3 RENT - JUNE	\$ 2,400.00	medic
304445	5/19/2022	Q819535	CORE & MAIN LP	2 CPLG PJ PVC, NO LEAD	\$ 710.65	wdist
304210	4/30/2022	43796	DIMENSIONAL COMMUNICATIONS INC	COUNCIL CHAMBERS VIDEO AND AUDIO REPAIR	\$ 359.04	pwfac
304554	5/18/2022	98061589	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,526.51	dwwtp
304726	5/12/2022	110220032885	EJ USA, INC	2" ADJUSTABLE RISERS	\$ 752.54	dshop
304454	5/18/2022	1071092-1	FERGUSON ENTERPRISES, INC	M520M MXU'S	\$ 5,287.68	wdist
304534	5/23/2022	05/23/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
304901	5/26/2022	173419	FIRSTLINE COMMUNICATIONS	EFAX UPGRADE	\$ 9,677.43	infosys

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
304905	5/26/2022	ReimbFloyd	FLOYD, DAVID	PER DIEM REIMBURSEMENT-FLOYD	\$ 122.00	finance
304571	5/12/2022	BC1613902	GALLS, LLC.	UNIFORMS: BH	\$ 560.58	medic
304538	5/16/2022	021168737	GALLS, LLC.	UNIFORM SHIRT; CSO LINDQUIST	\$ 61.91	apd
304892	5/5/2022	2022464	GATEWAY CONTROLS, INC	WTP SECURITY GATES ANNUAL MAINTENANCE/REPAIRS	\$ 973.06	dwtp
304429	5/13/2022	812-26013	GCR TIRES & SERVICE	TIRES FOR STOCK	\$ 1,861.61	dshop
304427	5/13/2022	812-26014	GCR TIRES & SERVICE	TRUCK TIRES #605	\$ 137.58	dshop
304900	5/21/2022	22411.01-2	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: CAP SANTE RV PARK	\$ 90.48	plan
304898	5/21/2022	22411.04-2	GRAY & OSBORNE INC	ON-CALL STORMWATER-RELATED ENVIRONMENTAL SERVICES: 29TH ST DUPLEXES	\$ 452.38	plan
304686	5/19/2022	9326958670	GRAYBAR ELECTRIC COMPANY, INC	OPTICAL NETWORK TERMINALS	\$ 74,873.22	fiber
304685	5/23/2022	9327012131	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 38,956.22	wdist
304906	5/25/2022	9327043360	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 12,875.94	fiber
304574	5/23/2022	13051746	HACH COMPANY	PROCESS VIALS FOR TURBIDIMETER	\$ 624.50	dwtp
304575	5/23/2022	007M6021	HARRINGTON INDUSTRIAL	PARTS FOR ALUM TRANSFER PUMP PROJECT	\$ 1,090.98	dwtp
304567	5/16/2022	815510	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,994.39	dwtp
304019	5/20/2022	I6099581	HD FOWLER COMPANY INC	INVENTORY RESTOCK	\$ 1,334.39	wdist
304614	5/20/2022	I6099582	HD FOWLER COMPANY INC	MARKING PAINT	\$ 880.49	dshop
304895	2/11/2022	1200408892	HDR ENGINEERING, INC	INTAKE PUMP STATION REDUNDANCY AND RESILIENCY STUDY - 12/26-/21-1/29/22	\$ 2,632.08	dwtp
304894	5/17/2022	1200433201	HDR ENGINEERING, INC	WTP CONTROLS MODIFICATIONS PROJECT - ENGINEERING - 2/27/22-4/23/22	\$ 2,050.18	dwtp
304615	5/25/2022	HCA 2022-05-24	HEALTH CARE AUTHORITY, OFFICE ACCOUNTING SERVICE	REFUND 2018 FINAL GEMT AMBULANCE OVERPAYMENT	\$ 310.18	finance
304560	5/20/2022	15786	HOW IT WORKS, INC	EXHIBIT PRINTING	\$ 122.36	museum
304883	5/25/2022	22-1537	IMS ALLIANCE	BAT 29 ACCOUNTABILITY PASSPORT SYSTEM	\$ 81.33	medic
304556	4/10/2022	58901662	INGRAM LIBRARY SERVICES, LLC	BOOKS INGRAM BATCH	\$ 333.46	publib
304903	5/22/2022	59649579	INGRAM LIBRARY SERVICES, LLC	INGRAM BOOK ORDERS 5-22-2022	\$ 1,579.63	publib
304363	5/17/2022	INV-04815-Q3J1Y4	ISSQUARED, INC	TOTAL EMAIL PROTECTION	\$ 25,699.10	infosys
304621	5/25/2022	MAY 2022	KORTERUD, WAYNE D	INDIGENCY SCREENING ON COURT DAYS	\$ 415.00	court
304461	5/17/2022	51781	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL	\$ 142.28	dshop
304535	5/17/2022	INV596908	L.N. CURTIS & SONS	LESS LETHAL PROJECTILES FOR FN303	\$ 577.43	apd
304684	5/21/2022	196651	LAKESIDE INDUSTRIES, INC.	ASPHALT- WATER & STREET DEPT	\$ 4,292.92	dshop
304568	4/14/2022	19285737	MCKESSON MEDICAL-SURGICAL	INFRARED THERMOMETERS	\$ 74.48	medic
304213	5/16/2022	1934754	MILES SAND & GRAVEL CO.	5/8" CSTC	\$ 396.04	wdist
304360	5/20/2022	WA07-00204068	MOTION INDUSTRIES, INC	SCREENINGS CONVEYOR MAINTENANCE	\$ 381.05	dwtp
304433	5/11/2022	12P12841	MOTOR TRUCKS, INC	TURN LIGHTS	\$ 150.08	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
304431	5/11/2022	12P12860	MOTOR TRUCKS, INC	KEY VEH #610	\$ 24.78	dshop
304437	5/11/2022	12P12886	MOTOR TRUCKS, INC	OVAL RED BRAKE LIGHT COVERS	\$ 152.63	dshop
304623	5/25/2022	962379202	MSA SAFETY SALES	MAINTENANCE SUPPLIES - H2S SENSOR	\$ 839.48	dwwtp
304215	5/13/2022	261389	NAPA	PARTS #207	\$ 219.98	dshop
304211	5/16/2022	261629	NAPA	BATTERY SCREW TOP #837	\$ 128.33	dshop
304451	5/16/2022	261649	NAPA	FUSE ASSORTMENT	\$ 14.02	dshop
304452	5/17/2022	261821	NAPA	M/C LAMP VEH 222	\$ 55.97	dshop
304453	5/18/2022	261918	NAPA	PARTS #221	\$ 30.33	dshop
304279	5/18/2022	261928	NAPA	AIR FILTERS, OIL FILTERS STOCK SHOP	\$ 124.70	dshop
304724	5/24/2022	262524	NAPA	OIL FILTER- #710	\$ 7.17	dshop
304681	5/24/2022	262555	NAPA	ALLIGATOR CLIP- SHOP	\$ 8.25	dshop
304723	5/24/2022	262591	NAPA	AIR FILTER- #428	\$ 14.64	dshop
304725	5/25/2022	262625	NAPA	OIL FILTER #601	\$ 24.86	dshop
304721	5/26/2022	262761	NAPA	SECURITY BATTERY REPLACEMENT- OPS	\$ 123.77	dshop
304899	5/27/2022	262939	NAPA	2 CYCLE OIL- SHOP	\$ 211.38	dshop
304537	5/13/2022	ReimbNations	NATIONS, JACQUELINE	PER DIEM REIMBURSEMENT-NATIONS	\$ 99.00	apd
304536	5/20/2022	ReimbNations	NATIONS, JACQUELINE	PER DIEM REIMBURSEMENT-NATIONS	\$ 230.00	apd
304562	5/19/2022	05/19/2022	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATION MAINTENANCE	\$ 193.61	parks1
304533	5/18/2022	49718	NORTHWEST PLAYGROUND EQUIP INC	FIRE RINGS FOR WA PARK	\$ 4,328.93	parks1
304566	5/24/2022	20680	NW SAFETY SIGNS INC	WORK ZONE SIGNS	\$ 3,454.13	wdist
304878	3/11/2022	00105444	OWEN EQUIPMENT COMPANY	D HANDLE DIS GUN	\$ 342.90	dshop
304619	5/25/2022	41036	PACIFIC SECURITY	SECURITY DETAIL COURT DAYS - APRIL	\$ 612.50	court
303789	5/3/2022	2T19730	PLATT ELECTRIC SUPPLY INC	SCRUBBER CAUSTIC PROJECT	\$ 50.37	dwwtp
304564	5/18/2022	2037007	PLATT ELECTRIC SUPPLY INC	SPLIT DUCT FOR UTILITY POLE RISER	\$ 245.21	fiber
304565	5/20/2022	2U42423	PLATT ELECTRIC SUPPLY INC	SPLIT DUCT FOR UTILITY POLE RISER	\$ 365.07	fiber
304886	5/20/2022	ReimbPruiett	PRUIETT, CHAD	PER DIEM REIMBURSEMENT-PRUIETT	\$ 230.00	apd
304907	5/26/2022	ReimbPruiett	PRUIETT, CHAD	PER DIEM REIMBURSEMENT-PRUIETT	\$ 122.00	finance
304731	5/27/2022	220015149234	PUGET SOUND ENERGY INC	8147 S MARCH PT RD STREET LIGHTS: 04/29-05/27/2022	\$ 139.83	dshop
304176	5/11/2022	85884	RH2 ENGINEERING, INC	ADVANCED METERING INFRASTRUCTURE SYSTEM - APRIL 2022	\$ 1,355.60	dwwtp
304577	5/24/2022	RefundRossiter	ROSSITER, SEAN	WA PARK RESIDENT CAMPING REFUND	\$ 16.00	parks1
304361	5/20/2022	E 202205200026	SIMPLIFILE, LC	CROATIAN WAY FIBER EASEMENT	\$ 231.38	fiber
304442	5/23/2022	E 202205230021	SIMPLIFILE, LC	HENDRIKS FIBER EASEMENT - 3716 LEEWARD LANE	\$ 216.38	fiber
304549	5/24/2022	E 202205240031	SIMPLIFILE, LC	POTASH LIVING TRUST FIBER EASEMENT - 5011 CROATIAN WAY	\$ 217.38	fiber
304719	5/27/2022	E 202205270242	SIMPLIFILE, LC	GARRETT TRUST FIBER EASEMENT - 3810 LEEWARD LANE	\$ 216.38	fiber
304718	5/27/2022	E 202205270243	SIMPLIFILE, LC	KIEL FIBER EASEMENT - 516 39TH STREET	\$ 216.38	fiber
304720	5/27/2022	E 202205270244	SIMPLIFILE, LC	OICLES FIBER EASEMENT - 3317 H AVENUE	\$ 216.38	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
304722	5/27/2022	E 202205270256	SIMPLIFILE, LC	ERICKSON FIBER EASEMENT - 501 38TH STREET	\$ 216.38	fiber
304885	5/31/2022	E 202205310088	SIMPLIFILE, LC	EDEN FIBER EASEMENT - 1801 7TH STREET	\$ 217.38	fiber
304572	5/16/2022	3499	SKAGIT 911	1ST QUARTER FIRE MOBILE (SPILLMAN)	\$ 1,130.18	medic
304458	5/18/2022	21901	SKAGIT PUBLISHING LLC	PUBLISH AA-234379	\$ 203.00	finance
304455	5/18/2022	21902	SKAGIT PUBLISHING LLC	PUBLISH AA-235956	\$ 101.50	finance
304447	5/18/2022	21903	SKAGIT PUBLISHING LLC	PUBLISH AA-236409	\$ 121.80	finance
304456	5/18/2022	21904	SKAGIT PUBLISHING LLC	PUBLISH AA-237138	\$ 129.92	finance
304908	5/25/2022	22104	SKAGIT PUBLISHING LLC	PUBLISH AA-239107 NOTICE OF APPLICATION	\$ 154.28	finance
304902	5/24/2022	PSO021942-1	SONSRAY MACHINERY, LLC	CAB GLASS #406	\$ 185.76	dshop
304682	5/5/2022	ReimbSwetnam	SWETNAM, DARCY	PER DIEM DARCY SWETNAM	\$ 1,059.68	attorney
304882	5/23/2022	220618	T-SHIRTS BY DESIGN	ANNUAL & NEW HIRE T-SHIRTS, SWEATS,	\$ 4,931.90	medic
304207	5/16/2022	2121	THE CLEAN TEAM	JANITORIAL SERVICES FOR CITY HALL AND ASAC	\$ 120.00	pwfac
304208	5/16/2022	2122	THE CLEAN TEAM	JANITORIAL SERVICES FOR CITY HALL AND ASAC	\$ 120.00	pwfac
304175	5/10/2022	2022-0740	THE WATERSHED COMPANY	SHORELINE MASTER PROGRAM PERIODIC REVIEW	\$ 2,412.50	plan
304897	5/20/2022	0048302-IN	TMG SERVICES, INC	ROTAMETERS X 4	\$ 8,704.61	dwtp
304543	5/21/2022	00005W5A83212	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 5-21-22	\$ 11.02	apd
304893	5/1/2022	0542005-001	UNUM LIFE INS CO OF AMERICA	JUNE, UNUM LONG TERM CARE INSURANCE	\$ 1,024.90	hr
304576	5/24/2022	RefundWaesche	WAESCHE, KENNETH	WA PARK CAMPING CANCELLATION	\$ 99.00	parks1
304287	5/19/2022	111424	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 164.00	finance
304687	5/26/2022	111458	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 70.00	finance
304881	5/26/2022	111459	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 140.00	medic
304791	5/26/2022	111460	WALTON BEVERAGE COMPANY, INC	APD BREAKROOM SUPPLIES	\$ 90.00	apd
304683	5/26/2022	111461	WALTON BEVERAGE COMPANY, INC	OPS COFFEE SUPPLIES	\$ 236.00	dshop
304423	5/16/2022	RE 41 JA2711 L171	WASHINGTON STATE DEPARTMENT	SIGNAL LIGHT MAINT APRIL	\$ 81.94	dshop
304569	5/16/2022	RE 41 JZ1332 L005	WASHINGTON STATE DEPARTMENT	PERMIT REVIEW FOR AERIAL FIBER FOR APRIL 2022	\$ 699.41	dwtp
304573	5/16/2022	RE 41 JZ1417 L003	WASHINGTON STATE DEPARTMENT	OAK HARBOR FIBER PERMIT	\$ 212.30	dwtp
304896	5/17/2022	2975	WELCH BROTHERS CONSTRUCTION	WHITES ADDITION BLOCK 2 - PUBLIC RIGHT-OF-WAY CONSTRUCTION	\$ 46,857.98	pw1
304729	1/26/2022	12392671	WILBUR-ELLIS COMPANY, LLC	PARKS FERTILIZER	\$ 5,553.26	parks1
304216	5/17/2022	1837542	WOOD'S LOGGING SUPPLY	REPAIR EQUIP 6904	\$ 84.67	dshop
304617	5/17/2022	1837543	WOOD'S LOGGING SUPPLY	STIHL BRUSHCUTTER	\$ 695.03	dshop

Total **\$356,622.22**



City Council Agenda Bill

Meeting Date: June 6, 2022

Agenda Item: 5.c.

Agenda Item Title: Street Fair Application: Free Movie Night on Kingsway

Staff Contact(s): DON MEASAMER

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

Joann Stewart

Motion

LIBBY GRAGE

DON MEASAMER

Item Summary: Street Fair Applications - Free Movie Night on Kingsway, 8/27/2022, noon to midnight

Budget Impact:

None

Previous Action: Approved by Department Directors

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

Alternative Actions: Deny

Attachments (listed in order presented):

1. Movie Night Approved App
2. Movie Night Indemnification Agreement
3. Movie Night 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 *

5/6/2022

Event Name *

Free Movie Night On Kingsway

Mailing Address *

5408 Kingsway Anacortes, WA 98221

Event Contact Email *

david.schmelke@gmail.com

Event Website**Applicant/Organization Name ***

David Schmelke

Event Contact Person *

David Schmelke

Event Contact Phone *

(206) 745-2046

Estimated Number of Participants/Attendees *

100

Event Description *

"Free Movie Night on Kingsway" is a free, outdoor, family-friendly movie night to be held on Saturday, August 27, 2022. This will be the 2nd year we will have held the event with 2021 being the inaugural year. Last year went very well and for 2022, we plan on making more people aware of the event.

We, again, propose to close the cul-de-sac in front of my house at 5408 Kingsway in the Skyline neighborhood to vehicle traffic so that people can use the area for seating.

It will be a "bring-your-own-seat-and-movie-snack-event".

It will be completely free and open to the public. Residents of the Skyline neighborhood may gather in advance of the movie to visit, beginning at 6pm.

Movie start time will be approximately 9pm and will end by 11:30pm. The entire event will be cleaned up by 11:59pm.

The movie this year is "Ferris Bueller's Day Off". Only one movie will be shown but will be preceded by music and trivia on the big screen.

Movie will be projected on a 10' x 16' inflatable movie screen. A multimedia projector and high-quality speakers make for a very enjoyable viewing experience.

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 *

8/27/2022

Time Event Starts *

6:00:00 PM

Date Event Ends *

8/27/2022

Time Event Ends *

11:59:00 PM

Date Street Closure Starts *

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

8/27/2022

Time Street Closure Starts *

12:00:00 PM

Date Street Closure Ends *

8/27/2022

Time Street Closure Ends *

11:59:00 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.

The proposed location is the same as last year, the cul-de-sac directly in front of my house at 5408 Kingsway. Map attached entitled FMNOK Location Map. Proposed location marked on map with red star. Red line on map indicates proposed road closure.

Parking Location

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

Most of the participants are expected to be local residents within walking distance. However, there is typically plenty of parking available up and down Kingsway without blocking anyone's driveway or causing any congestion. I have also attached signatures of residents living near the 2022 movie sight, indicating that they are Okay with the potential congestion, parking issues and noise levels during the event.

Event Map (optional)

Upload one or more maps of the event

FMNOK Location Map.jpg 224.63KB
FMNOK Sigs 2022.pdf 500.99KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

FMNOK Indem May 06, 202... 300.1KB

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

David Schmelke

Admin Review

Council Meeting Date *

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

6/6/2022

Staff Review Deadline *

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

5/30/2022

Administrator comments and conditions of approval

Same as last year!

Insurance Certificate

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 police patrols

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.



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.

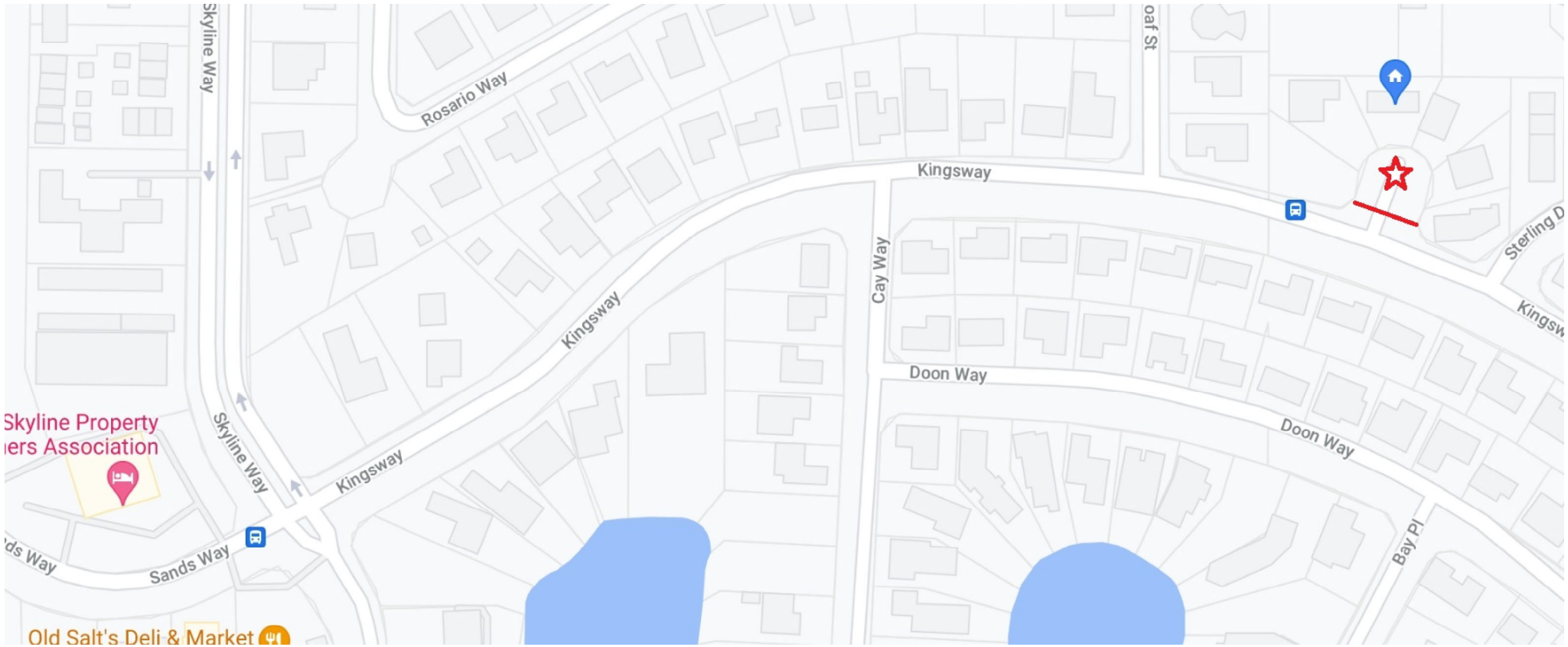
Date: 5/6/22

DAVID SCHMELKE
Name and Title – Printed

[Signature]
Signature

Name and Title – Printed

Signature





City Council Agenda Bill

Meeting Date: June 6, 2022

Agenda Item: 6.a.

Agenda Item Title: Ordinance 4021: Amending Title 6 AMC regarding Animals

Staff Contact(s): DARCY SWETNAM, DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Ordinance

Item Summary: The existing chapter of Title 6 regarding dangerous dogs and potentially dangerous dogs has not been updated since 2015. Police Chief Dave Floyd and Animal Control Officer Zabrina Nybo have identified areas where improvements and clarifications need to be made based on their experience with the current language. Officer Nybo has provided helpful comments, which are highlighted in the attached draft.

Budget Impact:

Previous Action: The current chapter 6.08 was adopted by [Ordinance 2955](#) in 2015. Council first read Ordinance 4021 on April 18, 2022.

Recommended Motion: I move we adopt Ordinance 4021 amending Chapter 6.08 of the Anacortes Municipal Code regarding Dangerous Dogs.

Alternative Actions: N/A

Attachments (listed in order presented):

1. 220606 Police - Ordinance updating Chapter 6.08 AMC
2. 220606 Exhibit A - Track Changes Chapter 6.08

**City of Anacortes
Ordinance No. 4021**

**An Ordinance of the City of Anacortes, Washington, amending Chapter 6.08 of
the Anacortes Municipal Code regarding Dangerous Dogs**

Whereas the Anacortes Municipal Code regulates Dangerous Dogs at Chapter 6.08;
and

Whereas Chapter 6.08 AMC has not been updated since 2015; and

Whereas the City's Animal Control Officer has noted several areas of Chapter 6.08 AMC
which need to be updated to clarify enforcement standards or become consistent with
practices in neighboring jurisdictions; and

Whereas the City desires update Chapter 6.08 AMC to provide the best protection for
residents, property owners, visitors, and animals in the City of Anacortes.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Chapter 6.08 of the Anacortes Municipal Code entitled "Dangerous Dogs" is
revised to read as shown in Attachment A, which is hereby adopted and
incorporated herein by reference; and

Section 2. This ordinance shall take effect five (5) days from and after its passage,
approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 6.08 DANGEROUS DOGS

Sections:

6.08.010	Purpose.
6.08.015	Definitions.
6.08.020	Adoption by reference.
6.08.030	Potentially dangerous dogs—Registration and compliance with chapter required.
6.08.040	Potentially dangerous dogs—Certificate of registration—Fee—Requirements.
6.08.050	Potentially dangerous dogs—Enclosure or secure restraint required.
6.08.060	Dangerous dogs—Registration certificate—Fee.
6.08.070	Dangerous dogs—Sterilization required—Further acquisition prohibited.
6.08.080	Potentially dangerous dogs and dangerous dogs—Impoundment.
6.08.090	Microchipping of dangerous and potentially dangerous dogs required.
6.08.100	Declaration as dangerous or potentially dangerous dog—Notice to owner—Appeal.
6.08.110	Basis for determination.
6.08.120	Notification of status change of dangerous and potentially dangerous dogs.
6.08.130	Violation—Non-declaration no defense.
6.08.140	Confiscation of dangerous dogs.
6.08.150	Euthanasia required—Notice to owner—Appeal.
6.08.160	Disclaimer of liability.
6.08.170	Violation—Penalty.
6.08.180	Severability.

6.08.010 Purpose.

It is the purpose of this chapter to provide a means of controlling errant animal behavior so that it shall not become a public nuisance. This chapter shall be construed so as to be consistent with Chapter [16.08](#) RCW. In the event of a conflict between this chapter and any provision of Chapter [16.08](#) RCW, then in that event the applicable provision of Chapter [16.08](#) RCW shall prevail. (Ord. 2955 Att. A, 2015)

6.08.015 Definitions.

A. “Potentially dangerous dog” means any dog that when unprovoked: (a) ~~inflicts one or more bites on~~ abites a human or a domestic animal either on public or private property, or (b) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, ~~or~~ (c) any

Commented [GF1]: Officer Zabrina Nybo comments: For section A: On a recent case, a defense attorney said that the current language “inflicts bites on a human” suggests that it must be more than one bite or the definition does not apply. Also, I would like to be consistent with other agencies by adding section D under both definitions.

dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals or (d) any dog that has been previously declared a potentially dangerous dog in any other county, state, or foreign country.

B. “Dangerous dog” means any dog that (a) inflicts severe injury on a human being without provocation on public or private property, (b) kills a domestic animal without provocation while the dog is off the owner’s property, or (c) has been previously found to be potentially dangerous because of injury inflicted on a human or domestic animal, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals, or (d) any dog that has been previously declared a potentially dangerous dog in any other county, state, or foreign country.

C. “Severe injury” means any physical injury that results in:

1. One or more broken bones;
2. One or more disfiguring lacerations, avulsions, cuts, or puncture wounds requiring medical attention, including but not limited to one or more sutures, steri-strips, or staples; or
3. Permanent nerve damage;

“Severe injury” also means transmittal of an infectious or contagious disease by an animal.

D. “Proper enclosure of a potentially dangerous ~~or dangerous~~ dog” means, while on the owner’s property, a potentially dangerous ~~or dangerous~~ dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog. If the pen or structure has no bottom secured to the sides, they must be embedded into the ground no less than one foot. kennel, pen, or within a fence which has secure sides of sufficient height and strength to prevent the declared dog’s escape, and the entry of individuals or other domesticated animals. The Animal Control Officer will inspect the kennel, pen or fence to determine if it meets the requirements and may require modifications to be in compliance. Additionally, clearly visible warning signs must be posted on the premises that there is a potentially dangerous dog ~~or dangerous dog~~ on the property. The signs must have a symbol or photograph that informs children of the presence of the dog and must be posted at all entrance or exit points to the premises.

E. “Proper enclosure of a dangerous dog” means, while on the owner’s property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog. If the pen or structure has no bottom secured to the sides, they must be embedded into the ground no less than one foot. Additionally, clearly visible warning signs must be posted on the premises that there is a dangerous dog on the property. The signs must have a symbol or photograph that informs children of the presence of the dog and must be posted at all entrance or exit points to the premises.

Commented [GF2]: Officer Zabrina Nybo commented: I would like to be consistent with other agencies throughout the county and change the enclosure requirements for Potentially Dangerous Dogs to include these options.

F.E. “Animal control authority” means an entity acting alone or in concert with other local governmental units for enforcement of the animal control laws of the city, county, and state and the shelter and welfare of animals.

F.G. “Animal control officer” means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

G.H. “Owner” means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal.

H.I. “Physical control device” for the purpose of this chapter, physical control device is defined as a static leash no longer than six feet in length or carrying cage. (Ord. 2955 Att. A, 2015)

J. ~~“Provoked” An animal is provoked if it was being tormented or physically abused at the time of the incident; if a reasonable person would conclude that the animal was defending itself, its owner or an immediate family member of its owner; or another person within its immediate vicinity from an actual assault or was defending real property belonging to its owner or an immediate family member of its owner from a crime being committed on the owners property at that time.~~ means the threat, injury, or damage caused by the dog was sustained by a person who, at the time, was committing a wilful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has in the past, has been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

Commented [GF3]: Officer Zabrina Nybo commented: On a recent case held in Anacortes Muni Court, the Commissioner made a point that although the word “provoked” is used, it is not defined. Nor is it defined in RCW. This became a big sticking point on this case and having a definition would help clear things up in the future.

Commented [DS4]: This was replaced per Council discussion on 4/18.

6.08.020 Adoption by reference.

The following provisions of the Revised Code of Washington as presently constituted or hereafter amended are adopted by reference:

[16.08.080](#) Dangerous dogs—Notice to owners—Right of appeal—Certificate of registration required—Surety bond—Liability insurance—Restrictions

[16.08.090](#) Dangerous dogs—Requirements for restraint—Potentially dangerous dogs—Dogs not declared dangerous

[16.08.100\(1\)](#) Relating to dangerous dogs. (Ord. 2955 Att. A, 2015)

6.08.030 Potentially dangerous dogs—Registration and compliance with chapter required.

It is unlawful for any owner to have, maintain or bring into the city any dangerous dog or potentially dangerous dog unless the owner has obtained a certificate of registration for the dog from the city and is in compliance with all of the provisions made applicable to the keeping of such dogs by this chapter. This section shall not apply to dogs used by law enforcement agencies for police work or dogs kept by a licensed veterinarian for medical or quarantine purposes. (Ord. 2955 Att. A, 2015)

6.08.040 Potentially dangerous dogs—Certificate of registration—Fee—Requirements.

A. Upon application therefor, and upon payment of a registration fee in the amount of two hundred fifty dollars, the animal control officer shall issue a certificate of registration of potentially dangerous dog to the owner of a dog so classified if the owner presents to the city sufficient evidence of:

1. *Enclosure.* A proper enclosure to confine a potentially dangerous dog, as those terms are defined in this chapter; and
2. *Bond or Insurance.*
 - i. A fifty thousand dollar surety bond issued by a surety insurer qualified under Chapter [48.28](#) RCW in a form acceptable to the city, payable to any person injured by the potentially dangerous animal, or
 - ii. A policy of liability insurance, such as homeowner's insurance, or a public liability insurance issued by an insurer qualified under RCW Title [48](#) and acceptable to the city in an amount of not less than fifty thousand dollars with maximum deductible coverage not to exceed two thousand five hundred in a form requiring notice to the city of cancellation or nonrenewal of such policy not less than thirty days prior to its date of cancellation or expiration, insuring the owner for any personal injuries or property damage inflicted by the animal.

B. Such certificate of registration of a potentially dangerous dog shall be valid for a period of one year following initial declaration and inspection, and subsequent annual inspections.

C. The certificate of registration of potentially dangerous dog shall be in addition to the license required by Chapter [6.04](#) AMC. The annual renewal fee for each potentially dangerous dog registered under this section is fifty dollars. The fee is due by January 1st of each year.

D. The owner of any potentially dangerous dog for which a certificate of registration has been issued by the city or any other city or county authority in the state, or the owner of any unregistered potentially dangerous

dog, shall notify the animal control officer of the city in writing whenever such potentially dangerous dog has either been permanently removed from the city, or has become deceased, within 24 hours of either instance. The written notice to the city must provide the name of the person(s) who are responsible for and have custody of the dog, their phone number(s) and address where the dog now resides, address where the dog resides and state the person(s) who are responsible for and has custody of the dog. (Ord. 2955 Att. A, 2015)

E. Exemption to Requirements. A dog that for the first time is classified as “potentially dangerous” under the provisions of this chapter may be exempted from the certification requirements above, provided the animal has passed the Canine Good Citizen (CGC) test of the American Kennel Club (AKC), as administered by any AKC certified trainer, received appropriate certification from the AKC, and that certification has been provided to the Anacortes Police Department. Such animal shall be retested at least once every two years and must pass each time in order to maintain this exemption. Any failure to provide current certification within the two-year time period or any failure of the animal to pass shall result in the permanent removal of the exemption. An animal shall be allowed one exemption. The exemption shall cease to continue or apply regardless of certification from the AKC or the passing of CGC testing if the animal acts in a manner that gives rise to a second finding that the animal is “potentially dangerous” under the provisions of this chapter. In the event the animal acts in a manner that gives rise to a finding that the animal has aggressively bitten, attacked, or endangered the safety of humans and/or animals and has been previously classified as “potentially dangerous”, the exemption shall cease to continue, and the dog shall be declared as “dangerous.” The exemption shall be noted on the dog license application.

Commented [GF5]: Officer Zabrina Nybo commented: I know several agencies that offer this and have had a few people successfully meet the exemption requirements. Rather than offer stipulation and orders, this will give me the authority and responsibility to follow up on these cases directly. I also would like to offer this as an option for those select few that would get their dog trained and be in compliance. I think the Commissioner would like that this option is available as well, rather than a “lifetime sentence” for being declared as Potentially Dangerous. This would never apply to a dog declared as Dangerous.

6.08.050 Potentially dangerous dogs—Enclosure or secure restraint required.

It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside the proper enclosure of the potentially dangerous dog unless such dog is restrained by a substantial physical control device, including a static leash no longer than six feet in length or carrying cage, and under physical restraint of a responsible person. In addition to physical control devices, an animal control officer may require a potentially dangerous dog to be muzzled while outside the proper enclosure. In prescribing the muzzle requirement for a potentially dangerous dog the animal control officer must take into consideration the following factors:

- A. The breed of the animal and its characteristics;
- B. The physical size of the animal;
- C. The number of animals in the owner’s home;
- D. The zoning involved; size of the lot where the animal resides; the number and proximity of neighbors;
- E. The existing control factors, including but not limited to fencing, caging, runs and staking locations;
- F. The nature of the behavior giving rise to the animal control officer determination that the animal is vicious:

1. Extent of injury(ies),
2. Circumstances, e.g., time of day, on/off property, provocation instinct,
3. Circumstances surrounding the result and complaint, e.g., neighborhood disputes, identification, credibility of complainants, and witnesses. (Ord. 2955 Att. A, 2015)

6.08.060 Dangerous dogs—Registration certificate—Fee.

A. Upon application therefor, and upon payment of a registration fee in the amount of two hundred fifty dollars, the city shall issue a certificate of registration of dangerous dog to the owner of such a dog if the owner presents to the city sufficient evidence of:

1. *Enclosure.* A proper enclosure to confine a dangerous dog, as that term is defined herein; and
2. Bond or insurance.
 - i. A two hundred fifty thousand dollar surety bond issued by a surety insurer qualified under Chapter [48.28](#) RCW in a form acceptable to the city in a sum of at least two hundred fifty thousand dollars payable to any person injured by the potentially dangerous animal; or
 - ii. A policy of liability insurance, such as a homeowner's insurance, or public liability insurance acceptable to the city issued by an insurer qualified under RCW Title [48](#) in the amount of not less than two hundred fifty thousand dollars with maximum deductible coverage not to exceed two thousand five hundred dollars in a form requiring notice to the city of cancellation or nonrenewal of such policy not less than 30 days prior to its date of cancellation or expiration, insuring the owner for any personal injuries or property damage inflicted by the animal.

B. Such certificate of registration of a dangerous dog shall be valid for a period of one year, following initial declaration and inspection, and subsequent annual inspections.

C. The certificate of registration of dangerous dog shall be in addition to the license required by Chapter [6.04](#) AMC. The annual renewal fee for each dangerous dog registered under this section is one hundred dollars. The fee is due by January 1st of each year.

D. Any dog that has been declared to be a dangerous dog pursuant to the provisions of Chapter [16.08](#) RCW by any jurisdiction having authority shall be registered as such as provided herein.

E. The owner of any dangerous dog for which a certificate of registration has been issued by the city or any other city or county authority in the state, or the owner of any unregistered dangerous dog, shall notify the animal control officer of the city in writing whenever such dangerous dog has either been permanently removed from the city, or has become deceased [within 24 hours of either instance](#). The written notice to the

Commented [GF6]: Officer Zabrina Nybo commented: I would like to clean up this language to put an exact time limit for people to notify me, as current language doesn't give a time frame. Also, in order to properly advise the Animal Control Officer in the jurisdiction where the dog will be moving to, I need the new owners name, address and phone number.

city must provide the name of the person(s) who are responsible for and have custody of the dog, their phone number(s) and address where the dog now resides~~address where the dog resides and state the person(s) who are responsible for and has custody of the dog.~~ (Ord. 2955 Att. A, 2015)

6.08.070 Dangerous dogs—Sterilization required—Further acquisition prohibited.

A. Any dog which is declared to be a “dangerous dog” pursuant to this chapter or Chapter [16.08](#) RCW shall be required to be sterilized by a veterinarian of the owner’s choice, at the owner’s expense. If the owner does not have the animal sterilized within thirty days, the city animal control officer may seize the dog and have the animal sterilized at the owner’s expense.

B. Any person owning a dog which is declared to be a “dangerous dog” pursuant to this chapter or Chapter [16.08](#) RCW is prohibited from acquiring or owning any additional dangerous dogs. (Ord. 2955 Att. A, 2015)

6.08.080 Potentially dangerous dogs and dangerous dogs—Impoundment.

Any potentially dangerous dog or dangerous dog may be immediately impounded by an animal control officer if:

- A. The dog is not validly registered under this chapter;
- B. The owner does not secure or maintain either a surety bond or insurance coverage as required by AMC [6.08.040](#) or [6.08.060](#);
- C. The dog is not maintained in the proper enclosure; or
- D. The dog is outside the dwelling of the owner, or outside the proper enclosure and not under proper physical restraint of a responsible person, or muzzled, as required. (Ord. 2955 Att. A, 2015)

6.08.090 Microchipping of dangerous and potentially dangerous dogs required.

A. Any dog which is declared to be a “dangerous dog” or “potentially dangerous” pursuant to this chapter or Chapter [16.08](#) RCW or a similar provision in another jurisdiction shall be required to be microchipped by a veterinarian of the owner’s choice, at the owner’s expense and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. This shall be in addition to the other requirements of this chapter and this procedure must be accomplished within thirty days after the owner’s receipt of the dangerous dog or potentially dangerous declaration issued pursuant to this

chapter or Chapter [16.08](#) RCW or upon thirty days after moving the potentially dangerous or dangerous animal into the city limits. Documentation of the microchip implant shall be provided to the city, including the microchip identification number, within thirty days after the microchip implantation. If the owner does not have the dog microchipped the city animal control officer may seize the dog and have the animal microchipped at the owner's expense.

B. Removal of a required microchip implanted in a declared "dangerous dog" or "potentially dangerous" dog shall be unlawful excepting the existence of a valid medical reason as determined by a veterinarian of the owner's choice. Removal of a required microchip must be reported to the city within thirty days of the procedure with documentation from the veterinarian performing the procedure of the medical reason for removal. (Ord. 2955 Att. A, 2015)

6.08.100 Declaration as dangerous or potentially dangerous dog—Notice to owner—Appeal.

A. The animal control officer shall have the authority to declare any dog in the city a dangerous dog or potentially dangerous dog, which shall serve as notice to the owner that compliance with all provisions of this chapter and state law is required.

B. A declaration by the animal control officer that a dog is dangerous or potentially dangerous must be in writing and shall be served by the animal control officer or a police officer upon the owner by one of the following methods:

1. Certificated mail, return receipt requested, to the last known address of the owner, or the address shown on any registration obtained pursuant to Chapter [6.04](#) AMC; or

2. Personal service; or.

3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.

C. The declaration shall set forth at a minimum:

1. A description of the dog;
2. The name and address of the owner of the animal, if known;
3. The location of the animal if not in the custody of the owner;
4. A brief statement of the facts upon which the declaration is based;
5. The date upon which the declaration was mailed or served;

~~6.~~ Notice of the right to appeal the declaration to the municipal court by filing a written request therefor with the ~~Anacortes city prosecutor and the~~ municipal court within ~~fourteen calendar~~five days of the date the declaration was mailed ~~or~~, served, or published.

7. A brief statement of the restrictions and regulations applicable to the keeping of the dog by reason of its status as dangerous or potentially dangerous or inclusion of a copy of the specific ordinance(s) that have been alleged to have been violated.

D. Any owner who has been notified of a declaration of dangerous dog or potentially dangerous dog may appeal such declaration to the municipal court by filing a written request therefor with the city municipal court and the city prosecutor within five days of the date of mailing or service of the declaration.

E. Upon receiving a request to appeal a declaration of dangerous dog or potentially dangerous dog, the municipal court shall schedule a hearing which shall be held not later than thirty days from the date of the request, unless extended by the court for good cause.

F. At a hearing under this section, the city shall have the burden of proof, by a preponderance of the evidence, to demonstrate that the dog is dangerous or potentially dangerous.

G. Following a hearing under this section, the judge may sustain or overrule the determination of the animal control officer by written order.

H. Where an owner has requested a hearing pursuant to this chapter of this section, no potentially dangerous dog or dangerous dog which is in the possession of the animal control officer shall be destroyed until the resolution of such hearing; provided, however, that an additional civil penalty in the amount of ~~fifteen~~ten dollars per day shall be assessed against any owner whose dog remains in the custody of the animal control officer during any hearings requested under this chapter which result in any penalty against such owner. In addition to any civil penalty, the owner shall be responsible for all expenses incurred for the dog, including but not limited to the costs of boarding, medical treatment, euthanasia, and carcass disposal.

I. Following any resolution of any contested hearing on any civil penalty under this chapter, the owner of any dangerous dog or potentially dangerous dog in the possession of the animal control officer shall pay all civil penalties assessed under this chapter within ten days of the final resolution of any hearing on said penalties.

J. Any dangerous dog or potentially dangerous dog which has not been picked up from the animal control officer by its owner within ten days of the final resolution of any hearing on civil penalties under this chapter shall be destroyed in an expeditious and humane manner. (Ord. 2955 Att. A, 2015)

6.08.110 Basis for determination.

A dog shall not be considered or declared potentially dangerous or dangerous solely on the basis of inflicting one or more bites on a person or by chasing or approaching in a menacing fashion or apparent attitude of attack

Commented [GF7]: Officer Zabrina Nybo commented: In order to be with the majority, I would like to give people 14 days to appeal, rather than 5. Also, there have been instances where I have no physical or mailing address for the dog owner and would like the 3rd option.

Commented [GF8]: Officer Zabrina Nybo commented: The daily boarding rate is currently \$15.00/day, and I would like this be reflected in the code

any person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime. (Ord. 2955 Att. A, 2015)

6.08.120 Notification of status change of dangerous and potentially dangerous dogs.

The owner of a dangerous dog or potentially dangerous dog shall immediately notify the police department when the animal:

1. Is loose or unconfined off the property; or
2. Has bitten or injured a human being or other domestic animal; or
3. Is sold, given away or dies; or
4. Is moved to another address. (Ord. 2955 Att. A, 2015)

6.08.130 Violation—Non-declaration no defense.

The fact that a dangerous dog or potentially dangerous dog has not been declared as such under this chapter or similar laws in other jurisdictions shall not excuse noncompliance with the provisions of this chapter or provide a defense in any prosecution hereunder where the owner knew or should have known that the dog was a dangerous dog or potentially dangerous dog as defined in this chapter. (Ord. 2955 Att. A, 2015)

6.08.140 Confiscation of dangerous dogs.

If a dangerous dog attacks or bites a person or another domestic animal, the dangerous dog shall be immediately confiscated by an animal control officer and placed in quarantine for the proper length of time, after which such dangerous dog may be humanely destroyed or otherwise disposed of, within the discretion of the animal control officer. The decision of the animal control officer to have the dog destroyed or otherwise disposed of shall be appealable to the municipal court in the same manner as prescribed under this chapter. In the event such an appeal is taken, no dog shall be destroyed or otherwise disposed of until after the hearing before the municipal court and the decision thereof. (Ord. 2955 Att. A, 2015)

6.08.150 Euthanasia required—Notice to owner—Appeal.

A. Any dog, regardless of whether or not the dog has previously been declared potentially dangerous or dangerous, shall be required to be expeditiously and humanely euthanized after proper quarantine upon determination the animal:

1. Caused severe physical injury, as defined in RCW [16.08.070](#), or death to a human being; or
2. Has been or was actually employed as an instrumentality in the commission of, or in aiding or abetting in the commission of, any crime, or which was furnished or was intended to be furnished by any person in the commission of, or as a result of the commission of, any crime.

B. A determination that a dog must be euthanized in accordance with this section must be in writing and shall be served by the animal control officer or police officer upon the owner by one of the following methods:

1. Certificated mail, return receipt requested, to the last known address of the owner, or the address shown on any registration obtained pursuant to Chapter [6.04](#) AMC; or
2. Personal service; [or](#).

[3. If the owner cannot be located by one of the first two methods, by publication in a newspaper of general circulation.](#)

C. The determination shall set forth at a minimum:

1. A description of the dog;
2. The name and address of the owner of the animal, if known;
3. The location of the animal;
4. A brief statement of the facts upon which the determination is based;
5. The date upon which the determination was mailed or served;
6. Notice of the right to appeal the determination to the municipal court by filing a written request with the city municipal court within five days of the date the determination was mailed and served;
7. A brief statement of the restrictions and regulations applicable to the keeping of the dog or inclusion of a copy of the specific ordinance(s) that have been alleged to have been violated.

D. Any owner who has been notified of a determination that a dog must be euthanized in accordance with this section may appeal such determination to the municipal court by filing a written request therefor with the municipal court within five days of the date of mailing or service of the determination.

Commented [GF9]: Officer Zabrina Nybo commented: Same as above, this gives me another way to notify the owner if I am unable to contact them by the first two methods and still be in compliance with the code.

E. Upon receiving a request to appeal a determination the municipal court shall schedule a hearing which shall be held not later than thirty days from the date of the request, unless extended for good cause.

F. At a hearing under this section, the city shall have the burden of proof, by a preponderance of the evidence, to demonstrate that the dog either caused severe physical injury or death to a human, or was used as a weapon in the commission of a crime.

G. Following a hearing under this section, the judge may sustain or overrule the determination of the animal control officer by written order. (Ord. 2955 Att. A, 2015)

6.08.160 Disclaimer of liability.

Nothing in this chapter shall create any cause of action or claim against the city or its officials or employees. No duty to any specific individual shall be created hereby, and any duty that may be found to exist shall be to the general public only. (Ord. 2955 Att. A, 2015)

6.08.170 Violation—Penalty.

A. A violation of Section 6.08.040(A) or 6.08.060(A), failure to register or renew, is a civil infraction; however, no such civil infraction may be assessed until 10 calendar days have elapsed from the date such owner is notified by the Animal Control Authority that such a registration or renewal is required.

1. For a potentially dangerous dog, the civil infraction carries a penalty of two hundred and fifty dollars.

2. For a dangerous dog, the civil infraction carries a penalty of two hundred fifty dollars.

B. Any person violating any of the provisions of this chapter is guilty of a misdemeanor and shall be punished by the laws of the state and AMC [1.24.010](#). In addition to any criminal penalty as provided by this chapter, the owner of the animal, whether the animal is licensed or not, shall be liable for actual expenses for boarding the animal, including any reasonable charges by the impounding authority, and if necessary, for the cost of its destruction. (Ord. 2955 Att. A, 2015)

Commented [GF10]: Officer Zabrina Nybo commented: I would like to be consistent with other agencies in Skagit County and change the failure to register/renew from a misdemeanor to a civil infraction. I mail a letter to the dog owner advising that they must register/renew, what is required, how to do it and give them 7 days in which to get it done.

6.08.180 Severability.

In the event any term or condition of this chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this chapter which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this chapter are declared severable. (Ord. 2955 Att. A, 2015)



City Council Agenda Bill

Meeting Date: June 6, 2022

Agenda Item: 6.b.

Agenda Item Title: Contract Award: Access Anacortes Fiber Internet Guemes View Area Underground Construction Project #22-119-FBR-001

Staff Contact(s): Emily Schuh, TIM HOHMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$2,002,014.66 to SummitX Contractors Inc. to perform the Access Fiber Guemes View Area Underground Construction Project. The project provides for work to deploy underground conduit and vaults for the City's Fiber To The Home project in areas between Anacopper Mine Road and A Avenue. Work includes improvements within the right-of-way of streets and alleys including but not limited to excavation, conduit installation, vault installation, sidewalk and asphalt patching and other work.

Background:

1. History: Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council subsequently approved slightly over \$3.1 million in the City's 2019-2020 biennial budget for construction and operation of such a fiber optic network in three pilot areas. A contractor deployed fiber optic infrastructure in those pilot areas. When the construction and subsequent operation of the network proved both operationally and financially viable, Council included funds in the City's 2021 budget for the project to continue. City staff developed plans to continue network deployment during 2021 into areas generally eastward of A Avenue. Council approved Ordinance 3082 on January 19, 2021, establishing a \$4.5 million line of credit with SaviBank to fund continued deployment of the City's fiber optic network.

In parallel with that activity, City staff pursued a grant opportunity with the U.S. Department of Commerce Economic Development Administration to partially fund the planned 2021 fiber optic network expansion in areas eastward of A Avenue. When it became apparent in late 2020 that any construction work undertaken with proceeds from that grant opportunity would most likely not be able to be started until late 2021 or early 2022, City staff decided that the fiber optic network expansion plan for 2021

should be shifted to other areas. City staff directed design consultant Northwest Open Access Network (NoaNet) to develop detailed plans for deployment of backbone infrastructure in areas westward of Anacopper Mine Road. When staff subsequently concluded that work funded in part by the EDA grant would most likely not start until 2023, they directed NoaNet to develop detailed plans for deployment of backbone infrastructure covering the area eastward of Anacopper Mine Road as far as A Avenue to continue fiber optic backbone construction without delays. Staff also decided to separate the work of placing underground conduit and vaults (this contract) from the somewhat more specialized deployment of fiber optic cables and multi-port service terminals. Staff concluded that doing so could result in significant cost savings by attracting local contractors to bid on this underground civil works scope.

2. Key Terms:

- Contract is for a fixed price of \$2,002,014.66.
- Work shall start within Ten (10) Calendar days from the date of the Notice to Proceed, and Physical Completion shall be achieved within One Hundred Ninety-Five (195) Working days after the work commences.

3. Competitive Bidding: On April, 2022 the City [solicited bids](#) for the subject project and on May 19, 2022 a bid opening was conducted and 4 bids were received. SummitX Contractors Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$2,130,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	SummitX Contractors Inc.
Contract Amount	\$2,002,014.66
Earmarked Funds	\$3,887,226.00
BARS #	001.260.594.32.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	195 working days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-119-FBR-001 with SummitX Contractors Inc. in the amount of \$2,002,014.66 to perform the Access Fiber Guemes View Area Underground Construction Project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Bid Tabulation
2. Map
3. 22-119-FBR-001

**Bid Tabulation For Access Anacortes Fiber Internet Guemes View Area
Underground Construction Project #22-119-FBR-001**

Item	Qty	Unit	Description
1	1	LS	Mobilization
2	Est.	DOL	Force Account Unanticipated Site Work
3	1	LS	SPCC Plan
4	1	LS	Erosion Control and Water Pollution Prevention
5	1	LS	Project Temporary Traffic Control
6	80,000	LF	Sawcutting
7	6,500	SY	Removing Asphalt Conc. Pavement
8	1,400	SY	Removing Cement Conc. Sidewalk
9	3,600	CY	Structure Excavation Cl. B, Incl. Haul
10	85,000	LF	Install Fiber Optic Conduit
11	26	EA	Install Large Fiber Optic Vault
12	217	EA	Install Small Fiber Optic Vault
13	186	EA	Install Fiber Optic Drop Vault Handhole
14	1	EA	Install Above Ground Fiber Optic Cabinet
15	8,000	TON	Crushed Surfacing Top Course
16	1,400	SY	Cement Conc. Sidewalk
17	1,200	TON	HMA Cl. 1/2 In. PG58h-22
18	Est.	CALC	Asphalt Cost Price Adjustment
19	150	TON	Temporary Asphalt Patching
20	500	CY	Top Soil Type A

Robinson Brothers Construction, LLC

Unit Price	Amount
\$ 13,514.76	\$ 13,514.76
\$ 25,000.00	\$ 25,000.00
\$ 4,550.00	\$ 4,550.00
\$ 6,120.00	\$ 6,120.00
\$ 454,064.67	\$ 454,064.67
4.67942	\$ 374,353.60
40.23708615	\$ 261,541.06
133.811957	\$ 187,336.74
708.525969	\$ 2,550,693.49
4.842506706	\$ 411,613.07
\$ 2,171.72	\$ 56,464.72
1085.859954	\$ 235,631.61
723.9066129	\$ 134,646.63
\$ 2,966.95	\$ 2,966.95
26.58405625	\$ 212,672.45
220.5104	\$ 308,714.56
\$ 72.08	\$ 86,496.00
\$ 1,337.00	\$ 1,337.00
1182.967933	\$ 177,445.19
282.55796	\$ 141,278.98
SUBTOTAL	\$ 5,646,441.48
TAX	\$ 496,886.85
TOTAL BID	\$ 6,143,328.33

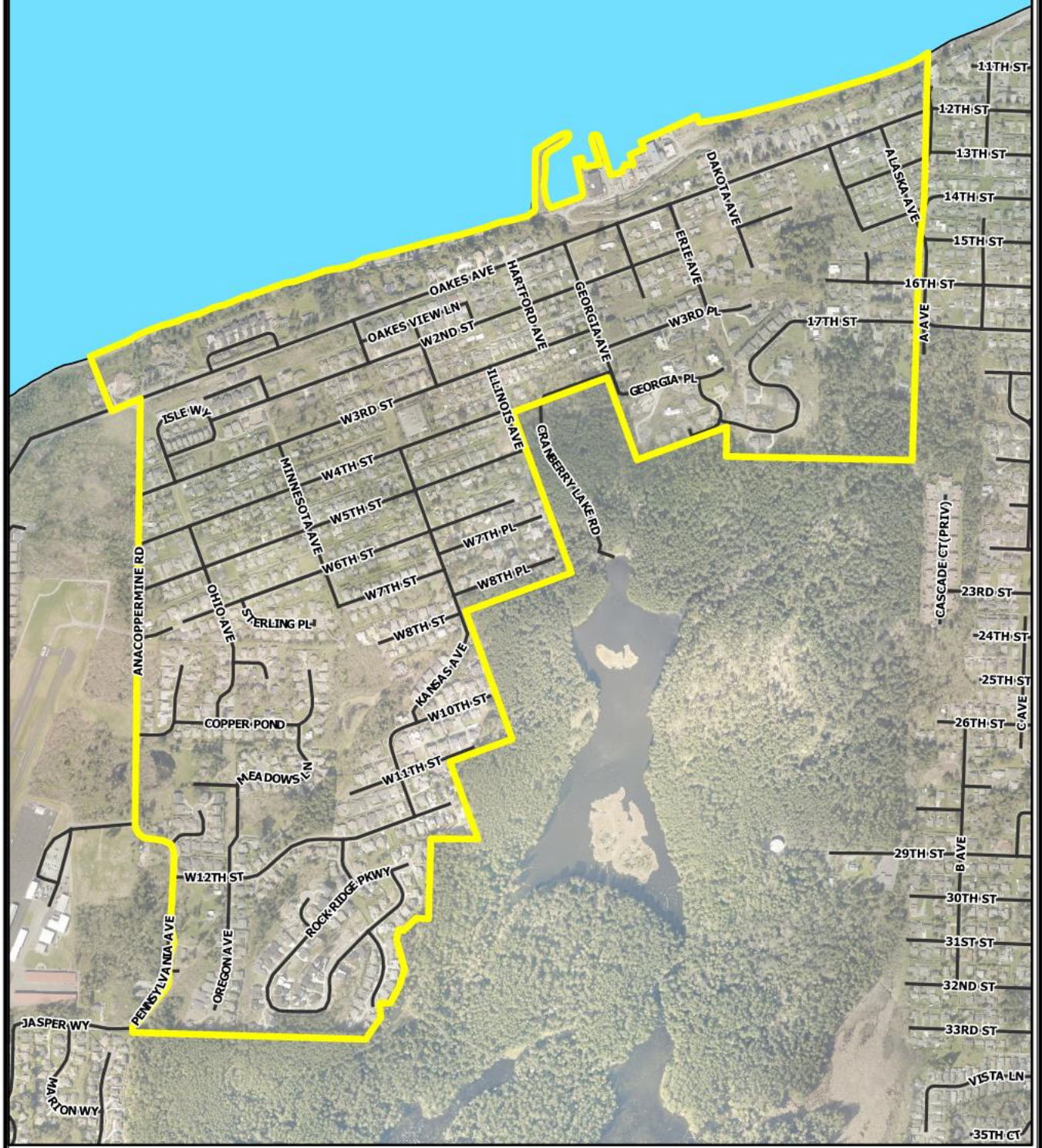
Indicates error on proposal

Summit X Contractors			Waeco Constrtuction, LLC			C.Johnson Construction, Inc.		
Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
\$ 150,000.00	\$ 150,000.00		\$ 137,409.74	\$ 137,409.74		\$ 48,500.00	\$ 48,500.00	
\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00	
\$ 500.00	\$ 500.00		\$ 647.99	\$ 647.99		\$ 150.00	\$ 150.00	
\$ 500.00	\$ 500.00		\$ 10,025.23	\$ 10,025.23		\$ 22,000.00	\$ 22,000.00	
\$ 30,000.00	\$ 30,000.00		\$ 311,127.28	\$ 311,127.28		\$ 58,000.00	\$ 58,000.00	
\$ 1.50	\$ 120,000.00		\$ 1.50	\$ 120,000.00		\$ 1.30	\$ 104,000.00	
\$ 3.00	\$ 19,500.00		\$ 45.21	\$ 293,865.00		\$ 8.60	\$ 55,900.00	
\$ 5.00	\$ 7,000.00		\$ 83.07	\$ 116,298.00		\$ 41.60	\$ 58,240.00	
\$ 18.00	\$ 64,800.00		\$ 162.29	\$ 584,244.00		\$ 145.00	\$ 522,000.00	
\$ 7.25	\$ 616,250.00		\$ 5.00	\$ 425,000.00		\$ 2.00	\$ 170,000.00	
\$ 1,000.00	\$ 26,000.00		\$ 1,047.39	\$ 27,232.14		\$ 540.00	\$ 14,040.00	
\$ 500.00	\$ 108,500.00		\$ 523.70	\$ 113,642.90		\$ 475.00	\$ 103,075.00	
\$ 500.00	\$ 93,000.00		\$ 392.77	\$ 73,055.22		\$ 340.00	\$ 63,240.00	
\$ 3,000.00	\$ 3,000.00		\$ 2,030.81	\$ 2,030.81		\$ 1,360.00	\$ 1,360.00	
\$ 20.00	\$ 160,000.00		\$ 58.71	\$ 469,680.00		\$ 22.00	\$ 176,000.00	
\$ 63.00	\$ 88,200.00		\$ 75.15	\$ 105,210.00		\$ 25.40	\$ 35,560.00	
\$ 240.00	\$ 288,000.00		\$ 448.89	\$ 538,668.00		\$ 350.00	\$ 420,000.00	
\$ 1,337.00	\$ 1,337.00		\$ 1,337.00	\$ 1,337.00		\$ 1,337.00	\$ 1,337.00	
\$ 140.00	\$ 21,000.00		\$ 425.00	\$ 63,750.00		\$ 250.00	\$ 37,500.00	
\$ 35.00	\$ 17,500.00		\$ 56.66	\$ 28,330.00		\$ 95.00	\$ 47,500.00	
SUBTOTAL			SUBTOTAL			SUBTOTAL		
\$ 1,840,087.00			\$ 3,446,553.31			\$ 1,963,402.00		
TAX			TAX			TAX		
\$ 161,927.66			\$ 303,296.69			\$ 172,779.38		
TOTAL BID			TOTAL BID			TOTAL BID		
\$ 2,002,014.66			\$ 3,749,850.00			\$ 2,136,181.38		



City of Anacortes

Fiber Optics - "Guemes View Area"



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



CONTRACT 22-119-FBR-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "OWNER") and SummitX Contractors Inc., a private contractor at 2018 R Ave, Anacortes, WA 98221 (herein after referred to as "CONTRACTOR"), and collectively referred to as the "Parties"

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 **Access Fiber Guemes View Area Underground Construction Project, No. 22-119-FBR-001** in accordance with and as described in the City of Anacortes document entitled "**Plans, Specifications, and Contract Documents – Access Fiber Guemes View Area Underground Construction Project**" which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

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

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **One Hundred Ninety-Five (195) 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 – Access Fiber Guemes View Area Underground Construction Project**", and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is Two Million Two Thousand Fourteen Dollars and Sixty-Six Cents (\$2,002,014.66).

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 they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Mayor

Date

Contractor:

SummitX Contractors Inc.

Title

Date

SUMMITX CONTRACTORS
2018 R AVENUE
ANACORTES, WA 98221

CITY OF ANACORTES
Received this 19 day
of 5, 2022
at 10:30 AM / PM
Guy Wm
City Clerk

CITY OF ANACORTES
CITY CLERK
904 6TH STREET / PO BOX 547
ANACORTES, WA 98221-0547

PROJECT: CITY OF ANACORTES
ACCESS ANACORTES FIBER INTERNET
GUEMES VIEW AREA UNDERGROUND
PW#: 22-119-FBR-001

INSTRUCTION TO BIDDERS

1. PROPOSAL

Bids are to be submitted only on the PROPOSAL FORM provided. Bidders must bid on all bid items listed in the Proposal. Omitting or deleting any bid item will be considered non-responsive and cause for rejection of the bid. A Non-Collusion Declaration is inclusive of the Proposal.

2. DELIVERY OF PROPOSALS TO THE CITY

All bids must be delivered in the manner specified herein. Bids submitted by Bid closing date and time for public reading must include:

- ☐ **Bid Proposal Form** - completed signed by an authorized representative (5 pages)
- ☐ **Bid Deposit** – If the bid deposit is in the form of a bond, the bidder and the surety must execute the bid bond provided in the bid documents.
- ☐ **Certification of Compliance with Wage Payment Statutes** (1 page)
- ☐ **Bidder Responsibility Statement** (2 pages)

Sealed Bid proposals must be delivered to:

City Clerk
904 6th Street
PO Box 547
Anacortes, WA, 98221-0547

Proposals must be in a sealed, properly addressed envelope with the name of the Bidder and project/bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. City offices are not open for special mail or other delivery on weekends and City holidays. The City shall assume no responsibility for delay in U.S. mail or delivery service, or for bids delivered to City offices other than the specified City Office. Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

3. WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw their Bid prior to the scheduled bid opening time by delivering a written notice to the City Clerk. The notice may be submitted in person or by mail; however, it must be received by the City Clerk's Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw their Bid/Proposal after the time of bid opening, as set forth in the Invitation to Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing their Bid to the City Clerk.

4. OPENING OF BIDS

Shortly after the deadline specified for submitting bids, the City shall open all accepted bids, read aloud and record only the name of each Bidder and the Total Bid Price, irrespective of any irregularities or informalities in such Proposal. **The public opening of bids will also take place through Zoom: Time: May 12th, 2022 approximately 01:30 PM Pacific Time (US and Canada)**

Join Zoom Meeting: <https://us02web.zoom.us/j/88230421659>

Meeting ID: 882 3042 1659

One tap mobile

+12532158782,,88230421659# US (Tacoma)

+16699006833,,88230421659# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

NOTICE TO BIDDERS:

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

+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 436 2866 US (New York)
Meeting ID: 882 3042 1659
Find your local number: <https://us02web.zoom.us/j/kdztT96jvm>

5. BIDDER RESPONSIBILITY

A. EVALUATION AND SELECTION PROCESS OF RESPONSIBLE BIDDER

It is the intent of Owner to award a contract to the low responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. As required by Washington State RCW 39.04.350, before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project.

MANDATORY CRITERIA:

The bidder must:

- i. Have a certificate of registration in compliance with chapter 18.27 RCW (Contractor License), **which must have been in effect at the time of bid submittal**;
- ii. Have a current state unified business identifier (UBI) number;
- iii. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW and a state excise tax registration number as required in Title 82 RCW;
- iv. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW, or received exemption from this requirement by completing three or more public works projects and have had a valid business license in Washington for three or more years;
- v. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) and,
- vi. Not have any apprenticeship violations, if applicable.

SUPPORTING DOCUMENTATION:

Within 24 hours after bid opening Low Bidder must submit the following documentation as required by the City to award a contract to the low responsive, responsible bidder:

- ☐ A cost breakdown of lump sum items if requested
- ☐ Documentation that may be requested to demonstrate compliance with the Mandatory Criteria stated above, and RCW 39.04.350(1) and RCW 39.06.020 as they apply to Subcontractors.

If the bidder does not submit the documentation within the time period specified above the City may find the bidder not responsible, or may find the bidder responsible based upon any available information that demonstrates that the bidder meets Bidder Responsibility. Determination of Bidder Responsibility must be made prior to award of the contract. In the interest of meeting the project's schedule, the City may request other bidders to submit documentation which will be evaluated in the same manner as the low bidder. If the low bidder does not meet bidder responsibility, the City will evaluate the second low bidder. The City reserves the right to reject any and all bids. The City can reject any bid not conforming to the intent and purpose of bidding documents, or when the City determines that the bidder is not a responsible bidder.

If the City determines that a bidder does not meet the Bidder Responsibility Criteria, the determination will be provided in writing. The bidder has 2 business days to appeal and can submit additional documentation with their appeal. If the City still determines that the Bidder is not a responsible bidder, the City will issue the bidder its final determination in writing. The City shall not award a contract to another bidder until 2 business days after the bidder receives the City's final determination that the bidder is not a responsible bidder.

B. INSERTIONS OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being non-responsive and may be grounds for rejection of the Bidder's Bid/Proposal.

NOTICE TO BIDDERS:

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

C. CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

6. IRREGULAR PROPOSALS

- A. A proposal will be considered irregular and will be rejected if:
- The Bidder is not prequalified when so required;
 - The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - A price per unit cannot be determined from the Bid Proposal;
 - The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - More than one proposal is submitted for the same project from a Bidder under the same or different names.
- B. A Proposal may be considered irregular and may be rejected if:
- The Proposal does not include a unit price for every Bid item;
 - Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - Receipt of Addenda is not acknowledged;
 - A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - If Proposal form entries are not made in ink or typewritten.
 - The Proposal form is not properly executed.

7. AWARD

The successful bidder must execute and submit the following documents **within 10 working days of the Notice of Award date:**

- Agreement
- Contract Performance Bond and Contract Payment Bond
If the amount of the Contract is more than \$150,000, the Contractor and the Surety must execute the Contract Bonds provided in the bid documents for 100% of the contract price. If the amount of the Contract is less than \$150,000, the Contractor may submit a *Declaration of Option in Lieu of Contract Bond* in which case the City retains 10 percent of the contract amount for 30 days after final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- Certificate of Liability Insurance
The Certificate of Liability Insurance with additional insured endorsements may be furnished on forms supplied by insurance carrier. Insurance requirements are established herein: Part 3, Special Provisions, Provision 1.07.18 entitled Public Liability & Property Damage Insurance.

8. STATEMENT OF INTENT TO PAY PREVAILING WAGES

The City of Anacortes will not make payment for the work performed under this contract until a copy of the approved form has been submitted to the City on behalf of the prime contractor and all sub-contractors. This statement has been approved by the Washington State Department of Labor and Industries. See the

NOTICE TO BIDDERS:

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

Washington State Department of Labor and Industries website for more information. **As required by law, the City will not make payment on the contract before receiving the approved prevailing wage statement(s) from Contractor and its Subcontractors.**

9. CITY OF ANACORTES BUSINESS LICENSE

The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

NOTICE TO BIDDERS:

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

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

Attention: City Clerk

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 they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves 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 they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they 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 their 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 **One Hundred Thirty (130) Working** days from the date work begins, in accordance with the Notice to Proceed.

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

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

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 within the right-of-way of streets and alleys including but not limited to Excavation, Fiber Optic Conduit Installation, Vault Installation, Sidewalk and Asphalt Patching and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications. The project is located in the Northern Pacific Addition neighborhood and includes streets generally bounded by the following streets:

- A Avenue on the East to Anacopper Mine Road on the West
- Oakes Avenue on the North to the Forest Lands on the South

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. **The total base bid amount plus all options will be used for evaluation purposes in the determination of the lowest responsive and responsible bidder.**

**CITY OF ANACORTES ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA
UNDERGROUND CONSTRUCTION**

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At <u>\$ 150,000.00</u> Per Lump Sum	<u>\$ 150,000.00</u>
2	EST. DOL	FORCE ACCOUNT - UNANTICIPATED SITE WORK 1-09.6	At <u>\$25,000</u> Per Force Account	<u>\$25,000</u>
3	1 LS	S.P.C.C PLAN 1-07.15	<u>\$ 500.00</u> Per Lump Sum	<u>\$ 500.00</u>
4	1 LS	EROSION CONTOL AND WATER POLLUTION PREVENTION 8-01.5SP	At <u>\$ 500.00</u> Per Lump Sum	<u>\$ 500.00</u>
5	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.4(1)SP	At <u>\$ 30,000.00</u> Per Lump Sum	<u>\$ 30,000.00</u>
6	80,000 LF	SAW CUTTING 2-02.5SP	At <u>\$ 1.50</u> Per Linear Foot	<u>\$ 120,000.00</u>
7	6,500 SY	REMOVING ASPHALT CONC. PAVEMENT 2-02.5SP	At <u>\$ 3.00</u> Per Square Yard	<u>\$ 19,500.00</u>

NOTICE TO BIDDERS:

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

13

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

**ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION
BID PROPOSAL
22-119-FBR-001
PAGE 3 OF 5**

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	1,400 SY	REMOVING CEMENT CONC. SIDEWALK 2-02.5SP	At \$ 5.00 Per Square Yard	\$ 7,000.00
9	3,600 CY	STRUCTURE EXCAVATION CL. B INCL. HAUL 2-09.5SP	At \$ 18.00 Per Cubic Yard	\$ 64,800.00
10	85,000 LF	INSTALL FIBER OPTIC CONDUIT 8-20.5SP	At \$ 7.25 Per Linear Foot	\$ 616,250.00
11	26 EA	INSTALL LARGE FIBER OPTIC VAULT 8-20.5SP	At \$ 1,000.00 Per Each	\$ 26,000.00
12	217 EA	INSTALL SMALL FIBER OPTIC VAULT 8-20.5SP	At \$ 500.00 Per Each	\$ 108,500.00
13	186 EA	INSTALL FIBER OPTIC DROP VAULT HANDHOLE 8-20.5SP	At \$ 500.00 Per Each	\$ 93,000.00
14	1 EA	INSTALL ABOVE GROUND FIBER OPTIC CABINET 8-20.5SP	At \$ 3,000.00 Per Each	\$ 3,000.00
15	8,000 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ 20.00 Per Ton	\$ 160,000.00
16	1,400 SY	CEMENT CONC. SIDEWALK 8-04.5	At \$ 63.00 Per Square Yard	\$ 88,200.00
17	1,200 TON	HMA CL. ½ IN. PG58H-22 5-04.5SP	At \$ 240.00 Per Ton	\$ 288,000.00
18	EST. DOL	ASPHALT COST PRICE ADJUSTMENT 5-04.5SP	At \$1,337 Per Calc.	\$1,337
19	150 TON	TEMPORARY ASPHALT PATCHING 5-04.5SP	At \$ 140.00 Per Ton	\$ 21,000.00

NOTICE TO BIDDERS:

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

14

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

**ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION
BID PROPOSAL
22-119-FBR-001
PAGE 4 OF 5**

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
20	500 CY	TOP SOIL 8-01.5SP	At \$ <u>35.00</u> Per Cubic Yard	\$ <u>17,500.00</u>
Rule 170 applies to all bid items in this project. See special provision 1-07.2(2) for clarification.			Sub-Total Base Bid:	\$ <u>1,840,087.00</u>
			Sales Tax (8.8%):	\$ <u>161,927.66</u>
			Total Bid	\$ <u>2,002,014.66</u>

NOTICE TO BIDDERS:

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial

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.

Name of Bidder: SUMMITX CONTRACTORS INC.
Contact Name: TYLER MCKEE
Mailing Address: 2018 R AVENUE
City, State, Zip: ANACORTES, WA 98221
Business Telephone: 360-899-4692 Cell Phone: 360-661-0350
Email Address: tyler@summitxcontractors.com
Contractor's State License No: CC SUMMICI802BZ
UBI Number: 602-318-271

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

(Corporate Seal) SUMMITX CONTRACTORS INC. AGENT
Name of Bidder Title
5/19/2022 Erinn Luthiger Welliver
Date Signature of Bidder

ERINN LUTHIGER WELLIVER AGENT FOR NELS STRANDBERG
Print Name

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

POWER OF ATTORNEY

I Nels Strandberg President of SummitX Contractors, Inc. hereby executes this Power of Attorney appointing the following named individual as my "Agent" (also known as Attorney-in-Fact):

Erinn D. Luthiger-Welliver
PO Box 931
2102 27th Place
Anacortes, Washington 98221
360-391-0649

I give my Agent the powers specified in this Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.

My agent will be entitled to reimbursement for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.

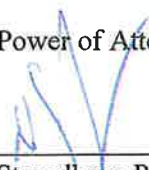
I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, insurance bonds, drafts, other obligations, instruments, and documents signed, endorsed, drawn accepted, made, executed, or delivered by my Agent will bind me, my successors and assigns.

My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, however my Agent will be liable for any willful misconduct or gross negligence.

I retain the right to revoke or amend this Power of Attorney. Amendments to this Power of Attorney must be made in writing by me personally and be attached to the original of this document.

My Agent must present this form when signing on my behalf, if any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power and all invalid provisions will be disregarded.

This Power of Attorney is executed by me on the 23rd Day of December 2019.



Nels Strandberg-President
SummitX Contractors, Inc.
PO Box 319
Anacortes, Washington 98221
360-293-7431

12/26/19

Dated

Notary Acknowledgement on Separate Page

NOTARY ACKNOWLEDGMENT

State of Washington

County of Siklucit

This 26 day of Dec, 2019.

Personally appeared Nels Strandberg, who is personally know to me or proved to me with satisfactory evidence to be the individual described in and who executed the Power of Attorney dated the 23rd Day of December, 2019, and acknowledged to me the he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 26 day of Dec, 2019

WITNESS my hand and official seal

Signature Brianna Maldonado



APPOINTMENT AS ATTORNEY-IN-FACT

I Erinn D. Luthiger-Welliver by agreeing to act as Agent (also know as Attorney-in-Fact) for SummitX Contractors, Inc., under this Power of Attorney dated the 23rd Day of December 2019, assume the fiduciary and other legal responsibilities of an agent. The responsibilities include but not limited to the following:

1. The legal duty to act solely in the best interest of the Principal and to avoid conflicts of interest.
2. The legal duty to keep Principal's property and accounts separate and distinct from any other property or account owned or controlled by me.

Acting as the agent I may not transfer the Principals property to myself as a gift or without full and adequate consideration. If property is transferred to agent without specific authorization from the Principal, may be cause of prosecution for fraud and/or embezzlement.

I fully understand that I must stop acting as the Agent on behalf of the Principals Power of Attorney, upon the revocation of this Power of Attorney dated 23rd day of December 2019 or upon the death of Principal.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as Agent (Attorney in Fact) under the terms of this Power of Attorney.

ACCEPTANCE BY AGENT

Erinn D. Luthiger-Welliver
Erinn D. Luthiger-Welliver

12-26-19
Dated

NOTARY ACKNOWLEDGMENT

State of Washington Skagit
County of Skagit

This 26 day of Dec, 2019.

Personally appeared Erinn D. Luthiger-Welliver, who is personally know to me or proved to me with satisfactory evidence to be the individual described in and who executed the within foregoing instrument, and acknowledged to me the he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 26 day of Dec, 2019.

WITNESS my hand and official seal

Signature Brianne Maldonado





BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That I/we, SummitX Contractors Inc of
Anacortes WA as Principal and
Merchants National Bonding Inc as Surety authorized to do business in the
 State of Washington, are held firmly bound unto the CITY OF ANACORTES (Owner), as Oblige, in the penal sum
 of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the
 payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for the "**Access
 Anacortes Fiber Internet Guemes View Area Underground Construction Project #22-119-FBR-001**",
 according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and
 enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give
 bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall,
 in case of failure to do so, pay and forfeit to the Oblige the penal sum amount of the deposit specified in the
 Invitation to Bid, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect
 the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this
 bond.

SIGNED, SEALED AND DATED THIS 19th day of May, 2022.

SummitX Contractors Inc
 (Principal)

by: Minniehiga Weller Agent
 (Title)

Merchants National Bonding Inc
 (Surety)

By: Kara Skinner
 (Attorney-in-fact)



NOTICE TO BIDDERS:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cameron Huntsucker; Kara Skinner; Mercedes Trokey-Moudy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of February, 2021.



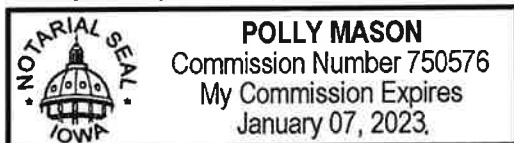
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2022.



William Warner Jr.
Secretary

ADDENDUM NO. 1

To The Bid Documents
For
City of Anacortes

**Access Anacortes Fiber Internet
Guemes View Area Underground
PW#:22-119-FBR-001**

Issued this date: Friday, May 6, 2022

Bid Opening: 1:30 P.M. (Local Time) on
Thursday, May 19, 2022 (New Time and Date)
City Hall Main Floor Meeting Room & Zoom Hybrid
904 6TH Street
Anacortes, WA. 98221

Please include this Addendum No. 1 with your Bid Proposal and acknowledge receipt of same in the Proposal.

TO PROSPECTIVE BIDDERS:

This addendum changes the working days for the contract to 195 Working Days, moves the bid opening date to May 19, 2022, and addresses contractor's questions as follows:

Modification:

The first paragraph of the **INVITATION TO BID** as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is revised to read as follows:

The City of Anacortes ("OWNER", "City", or "Contracting Agency") will accept sealed bids addressed to Steve Hoglund, City Clerk, City of Anacortes, 904 6th Street, PO Box 547, Anacortes, Washington, 98221, until **1:30 pm, local time on May 19, 2022**, when bids will be publicly opened and read. The City will not consider bids received after that time and date.

The fourth paragraph of the **INVITATION TO BID** as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is revised to read as follows:

Physical Completion shall be achieved within **One Hundred Ninety-five (195) Working days**, from the date work begins, in accordance with the Notice to Proceed.

Page 4 as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is deleted and the enclosed page 4 with this change shall be inserted.

Modification:

PART 1, BID DOCUMENTS the first paragraph of **SECTION 4** of the **INSTRUCTION TO BIDDERS** as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is revised to read as follows:

Shortly after the deadline specified for submitting bids, the City shall open all accepted bids, read aloud and record only the name of each Bidder and the Total Bid Price, irrespective of any irregularities or informalities in such Proposal. **The public opening of bids will also take place through Zoom: Time: May 19th, 2022 approximately 01:30 PM Pacific Time (US and Canada)**

The zoom Meeting link will remain the same as in the original **INSTRUCTION TO BIDDERS**.

Page 6 as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is deleted and the enclosed page 6 with this change shall be inserted.

Modification:

PART 1, BID DOCUMENTS the sixth paragraph on Page 1 of 5 of the **BID PROPOSAL** as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is revised to read as follows:

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 **One Hundred Ninety-five (195) Working** days from the date work begins, in accordance with the Notice to Proceed.

Page 12 as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is deleted and the enclosed page 12 with this change shall be inserted.

PART 2, AGREEMENT AND BONDS Section III.A.1. of the **CONTRACT 22-119-FBR-001** as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is revised to read as follows:

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 **One Hundred Ninety-five (195) Working** days after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

Page 20 as originally issued under the Plans, Specifications, and Contract Documents for Access Anacortes Fiber Internet Guemes View Area Underground Project is deleted and the enclosed page 20 with this change shall be inserted.

Modification:

PART 3, SPECIAL PROVISIONS the last paragraph of Section 1.08.5 on Page 56 as originally issued under the Plans, Specifications, and Contract Documents for 2021 Asphalt Overlay Project is supplemented as follows:

1-08.5 Time for Completion
(March 13, 1995 WSDOT GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within *****195***** working days.

Contractor Questions:

1. Who is providing the materials for this project?

The conduit, vaults and cabinets for this project are being provided by the City of Anacortes as per Special Provision Section 8-20. The fiber optic lines and other technical equipment will be installed by others following the conduit and vault installation.

2. What is the expected Notice to Proceed timeline for the project?

The City is in the process of issuing an addendum to modify the working days for the contract. Please refer to the BXWA posting for that addendum. The City is currently awaiting delivery of the City provided materials with some vaults currently scheduled for September delivery. A tentative Notice to Proceed date of early August is currently expected. Per section 1-08.5: "Contract time shall begin on the first working day following the ***10*** calendar day after the Notice to Proceed date."

3. Where will the trench be located on roads with no curb and gutter?

Detail A on sheet D1 shows the trench location with regard to edge of pavement in locations without curb and gutter.

4. What is the total length of trenching?

Trenching for Conduit will be paid for under Bid Item #9 "Structure Excavation Cl. B Incl. Haul" per cubic yard per Special Provision 2.09.5. Preliminary Engineer's Estimate is based upon approximately 64,000 LF of trenching. Additional conduit quantity is for areas where two conduits are placed in the same trench.

Prepared By:


John Norris, Project Manager

5-6-22

Date:

Approved By:


Tim Hohmann, Engineering Services Manager

5-6-22

Date:

INVITATION TO BID

Project Name: ACCESS ANACORTES FIBER INTERNET GUEMES VIEW AREA UNDERGROUND CONSTRUCTION
Project Number: #22-119-FBR-001
Project Manager: John Norris – 360-770-4664

The City of Anacortes ("OWNER", "City", or "Contracting Agency") will accept sealed bids addressed to Steve Hoglund, City Clerk, City of Anacortes, 904 6th Street, PO Box 547, Anacortes, Washington, 98221, until **1:30 pm, local time on May 19, 2022**, when bids will be publicly opened and read. The City will not consider bids received after that time and date.

Project Description:

The project provides for improvements within the right-of-way of streets and alleys including but not limited to Excavation, Fiber Optic Conduit Installation, Vault Installation, Sidewalk and Asphalt Patching and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The project is located in the Northern Pacific Addition neighborhood and includes streets generally bounded by the following streets:

- A Avenue on the East to Anacopper Mine Road on the West
- Oakes Avenue on the North to the Forest Lands on the South

Physical Completion shall be achieved within **One Hundred Ninety-five (195) Working days**, from the date work begins, in accordance with the Notice to Proceed.

Bid Deposit: Bidders must submit a bid deposit equal to 5 percent of the bid amount. The deposit may be in cash, certified check, cashier's check, or surety bond.

Title VI – Language on Civil Rights Act of 1964:

The City of Anacortes in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Project Documents: Plans, specification, addenda, bidders list, and plan holders list for this project are available through the City of Anacortes on-line plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to <http://bxwa.com> and clicking on "Posted Projects", "Public Works", "City of Anacortes", and "Projects Bidding". Bidders are encouraged to register in order to receive automatic email notification of future addenda and to place themselves on the self registered "Bidders List". This on-line plan room provides bidders with fully usable on-line documents; with the ability to download, print to your own printer, order full/partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer/take-off tool. Contact Bidders Exchange of Washington at (425) 258-1303 should you require assistance.

The Engineer's Estimate range for this project is: \$2,180,000. The OWNER reserves the right to reject any and all bids and to waive any minor irregularities in the bidding documents.

Dated the 27th day of April, 2022.

CITY OF ANACORTES, WASHINGTON

By _____
Steven D. Hoglund, City Clerk-Treasurer

Skagit Valley Herald: 27 April 2022
Daily Journal of Commerce: 27 April 2022

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

INSTRUCTION TO BIDDERS

1. PROPOSAL

Bids are to be submitted only on the PROPOSAL FORM provided. Bidders must bid on all bid items listed in the Proposal. Omitting or deleting any bid item will be considered non-responsive and cause for rejection of the bid. A Non-Collusion Declaration is inclusive of the Proposal.

2. DELIVERY OF PROPOSALS TO THE CITY

All bids must be delivered in the manner specified herein. Bids submitted by Bid closing date and time for public reading must include:

- ☐ **Bid Proposal Form** - completed signed by an authorized representative (5 pages)
- ☐ **Bid Deposit** – If the bid deposit is in the form of a bond, the bidder and the surety must execute the bid bond provided in the bid documents.
- ☐ **Certification of Compliance with Wage Payment Statutes** (1 page)
- ☐ **Bidder Responsibility Statement** (2 pages)

Sealed Bid proposals must be delivered to:

City Clerk
904 6th Street
PO Box 547
Anacortes, WA, 98221-0547

Proposals must be in a sealed, properly addressed envelope with the name of the Bidder and project/bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. City offices are not open for special mail or other delivery on weekends and City holidays. The City shall assume no responsibility for delay in U.S. mail or delivery service, or for bids delivered to City offices other than the specified City Office. Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

3. WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw their Bid prior to the scheduled bid opening time by delivering a written notice to the City Clerk. The notice may be submitted in person or by mail; however, it must be received by the City Clerk's Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw their Bid/Proposal after the time of bid opening, as set forth in the Invitation to Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing their Bid to the City Clerk.

4. OPENING OF BIDS

Shortly after the deadline specified for submitting bids, the City shall open all accepted bids, read aloud and record only the name of each Bidder and the Total Bid Price, irrespective of any irregularities or informalities in such Proposal. **The public opening of bids will also take place through Zoom: Time: May 19th, 2022 approximately 01:30 PM Pacific Time (US and Canada)**

Join Zoom Meeting: <https://us02web.zoom.us/j/88230421659>

Meeting ID: 882 3042 1659

One tap mobile

+12532158782,,88230421659# US (Tacoma)

+16699006833,,88230421659# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

NOTICE TO BIDDERS:

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

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

Attention: City Clerk

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 they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves 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 they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they 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 their 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 **One Hundred Ninety-five (195) Working** days from the date work begins, in accordance with the Notice to Proceed.

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

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

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



CONTRACT 22-119-FBR-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "OWNER") and _____ a private contractor at _____ (herein after referred to as "CONTRACTOR"), and collectively referred to as the "Parties"

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 Access Anacortes Fiber Internet Guemes View Area Underground Construction Project, No. 22-119-FBR-001 in accordance with and as described in the City of Anacortes document entitled "Plans, Specifications, and Contract Documents – Access Anacortes Fiber Internet Guemes View Area Underground Construction Project" which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

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

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within Ten (10) Calendar days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within One Hundred Ninety-five (195) 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 – Access Anacortes Fiber Internet Guemes View Area Underground Construction Project", and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is _____ (\$_____).

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.

NOTICE TO BIDDERS

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



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 27, 2022), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

SUMMITX CONTRACTORS INC.

Bidder's Business Name

[Handwritten Signature]

Signature of Authorized Official*

ERINN LUTHIGER WELLIVER AGENT FOR NELS STRANDBERG

Printed Name

AGENT

Title

5/19/2022

Date

ANACORTES

City

WASHINGTON

State or Country

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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 City must award the bid to the "lowest responsible bidder," or reject all bids. It may not negotiate with any of the bidders. The following guidelines, in addition to price, may be taken into account by the City in determining the lowest responsible bidder

1. Name of Bidder: SUMMITX CONTRACTORS INC.
2. Business Address: 2018 R AVENUE, ANACORTES WA 98221
3. Business Phone/Email: 360-899-4692 tyler@summitxcontractors.com
4. How many years have you been in business under the present firm name? 2
5. Character of work performed by your company as it directly relates to this project: _____
WE ARE AN EXCAVATING AND UNDERGROUND UTILITY CONTRACTOR.

6. List contracts for similar work completed by your company within the past three years. Include approximate contract amounts and the name and telephone number of a contact person. A project currently in progress may be listed. _____
2020 COA WATERLINE PROJECT
SNAP DRAGON LACONNER PROJECT
2021 COA WATERLINE PROJECT

7. Name, address, and telephone number of bonding and insurance company, and name and telephone number of local contact person: MERCHANTS NATIONAL INSURANCE COMPANY (GL)
IS OHIO SECURITY PO BOX 1059, ANACORTES, WA 98221

360-293-2135 BILL GILLESPIE

8. The Project Field Supervisor will be: TYLER MCKEE
This person will be on the job full time and directly supervising the work. Any change will require written approval by the Owner.
Project Field Supervisor experience:
 - a) Years of experience in this type of construction: 17 Yrs _____ Months
 - b) Years of supervisory experience: 10 Yrs _____ Month
 - c) Years employed with current firm: 16 Yrs _____ Months
 - d) Years employed with previous firm: 1 Yrs _____ Months
 - e) List References (include name, title, city or district, phone number):
JEFF BELTRAMINI, PROJECT MANAGER, CITY OF ANACORTES 360-661-3462
JUSTIN SYMONDS, PUBLIC WORKS, CITY OF ANACORTES 360-661-3547

NOTICE TO BIDDERS:

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

BRIAN LEASE, PUBLIC WORKS DIRECTOR, TOWN OF LA CONNER
360-466-3933

9. List your major equipment: **EXCAVATORS FROM 2.5-35 TONS, SKID STEERS, DUMP TRUCKS, LOADERS, BACKHOES, UTILITY TRUCKS**

10. Bank references with contact name and telephone number: **PEOPLES BANK, MIKE FREDLUND, 360-421-5801, A/C 6136246516**

11. State of Washington Registration No. **602-318-271**

12. Federal IRS Identification No. **74-3103116**

13. List your other projects currently in progress along with other bids or contracts awarded but not yet started:
THE CROSSINGS - 18 LOT RESIDENTIAL HOUSING PLAT

14. Will contracts currently in progress, or hereafter obtained interfere with the timely performance of the City of Anacortes project? ☐ YES ☒ NO

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



City Council Agenda Bill

Meeting Date: June 6, 2022

Agenda Item: 6.c.

Agenda Item Title: Contract Modification: 2022 Waterline Replacements #22-040-WTR-001

Staff Contact(s): TIM HOHMANN, BRIAN MCDANIEL

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Contract Modification
TIFFANY MATSON	

Item Summary: City staff seeks Council consent to issue a contract modification to C Johnson Construction Inc. in the amount of \$242,994.79, increasing the total contract price to \$1,014,398.76.

Background:

1. Reason for Contract Change: This modification instructs the contractor to replace deficient watermain in the 37th and H, and E Avenue - 22nd to 24th Street areas. The city has had issues with watermain breaks and service leaks.

On 37th and H Avenue: first, we can eliminate the 2" galvanized steel water main at the end of the cul-d-sac that the city had repaired numerous times in the past. (Red on the attached map). Second, by up sizing the existing watermain we can eliminate the 6"AC loop that goes through 2 private properties with little to no access. (Green). Third, we upgrade all the deficient watermain East of H Ave on 37th Street to ductile iron. (Pink). This work will also include new asphalt road surface for the 37th Street cul-de-sac.

On E Avenue - 22nd to 23rd Street: this is work is needed to complete the replacement of the deficient watermain on E Avenue. The city most recently had to repair a watermain break a few blocks away between 23rd and 24th of G Avenue.

2. History: The City continues to make ongoing investments in its water system to maintain the integrity of the system and assure the delivery of safe drinking water to the public. This includes the replacement of aging distribution piping before it reaches the point of possible failure, improving available water pressure within areas, and creating redundancy within the water system. This project will replace old distribution piping on Sands Way, Parkside Drive, Sandra Court, Curtis Court and Lea Place.

3.Key Terms: increase of \$242,994.79 and a time extension through 12/31/22.

4. Competitive Bidding: On January 19, 2022 the City [solicited bids](#) for the subject project and on February 03, 2022 a bid opening was conducted and 13 bids were received. C Johnson Construction, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$900,000.

Budget Impact:

Consultant	C Johnson Construction Inc.
Original Agreement Amount	\$741,403.97
Current Agreement Amount	\$741,403.97
Change Per this Modification	\$242,994.79
Total After Modification	\$1,014,398.76
All Mods % of Total Contract Amount	24%
Earmarked Funds	\$1,100,000.00
BARS #	401.000.594.34.63
Paid on Contract as of 5/31/22	\$0
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	12/31/2022

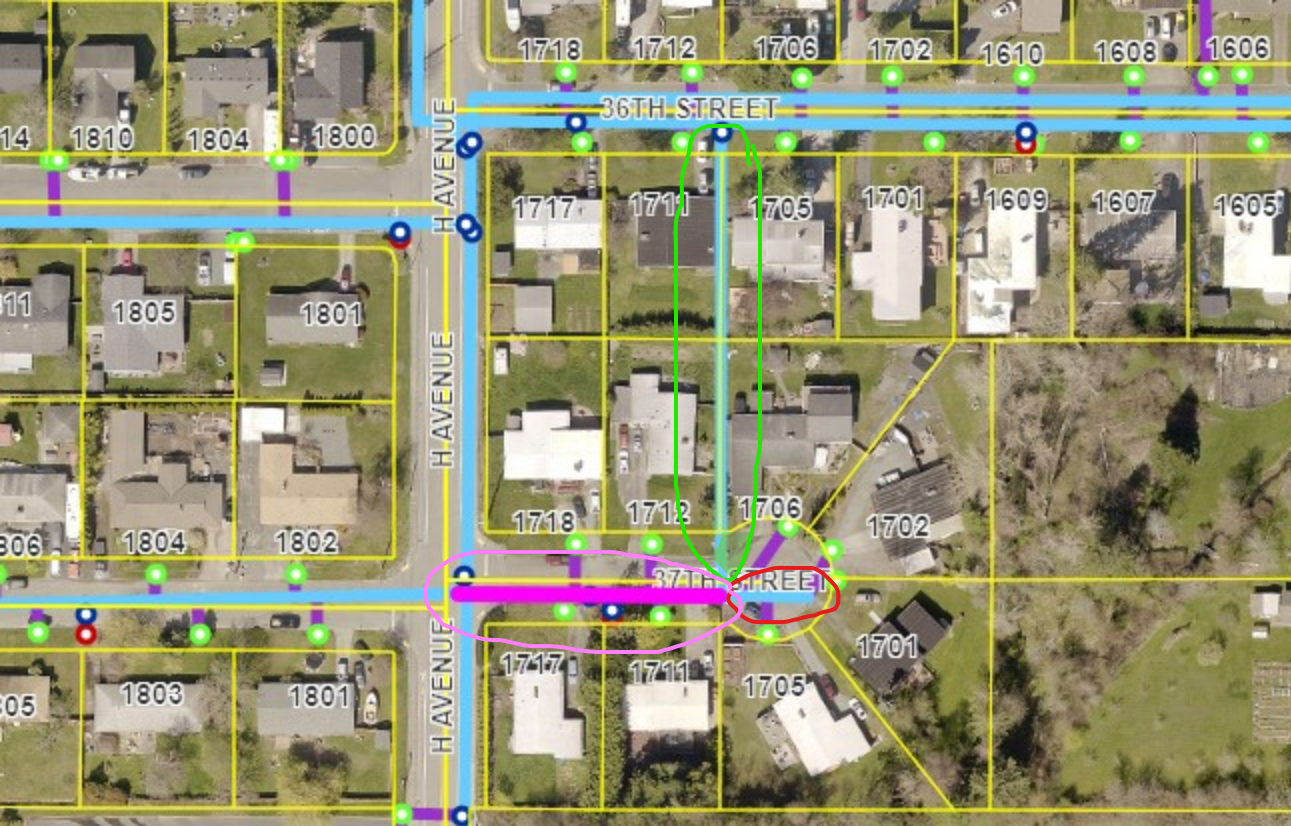
Previous Action: The [original contract](#) was awarded at the [2/14/2022](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with C Johnson Construction Inc., under Contract 22-040-WTR-001, in the amount of \$242,994.79, increasing the total contract price to \$1,014,398.76.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. Map
2. 20-040-WTR-001 Mod 01



This project has three elements of advantage.

First, we can eliminate the 2" galvanized steel water main at the end of the cul-d-sac that we've addressed numerous times in the past. (Red)

Second, By upsizing the main we can eliminate the 6"AC loop that goes through 2 private properties with little to no access. (Green)

Third, we upgrade all the pipe material in that area to ductile iron. (Pink)



Contract Number 22-040-WTR-001
MODIFICATION 01

Date June 6, 2022
Page 1 of 1 Pages

Project Title 2022 Waterline Replacements
Prime Contractor C Johnson Construction, Inc.

BACKGROUND

In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in the current Standard Specifications for Road, Bridge, and Municipal Construction, 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 \$771,403.97 by \$242,994.79 to \$1,014,398.76, and the following changes are incorporated under this contract:

ARTICLE I. WORK. Insert the following as the *second paragraph* under Article 1:

“The work as described above is hereby amended per Modification 01. The Contractor will replace deficient watermain in the 37th and H, and E Avenue - 22nd to 24th Street areas and will incorporate and perform the items #38-63 of the Bid Schedule for Modification 01, which is hereby incorporated by reference as Exhibit B and made a part hereof.”

ARTICLE II. PRICE. The paragraph is hereby deleted and replaced with the following:

“The Total Contract Price is **One Million Fourteen Thousand Three Hundred Ninety-Eight Dollars and Seventy-Six Cents (\$1,014,398.76)**, which includes \$82,046.96 in 8.8% sales tax. The Contractor’s bid schedule is incorporated by reference and attached hereto as Exhibit A. Per Modification 01, the Contractor’s bid schedule is modified as detailed in Exhibit B, which is incorporated by reference and attached hereto.”

ARTICLE III. TIME. The paragraph is hereby deleted and replaced with the following:

“Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed by **December 31, 2022**. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

C JOHNSON CONSTRUCTION, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$771,403.97</u>	Original Contract Completion Date	<u>8/31/22</u>
Current Agreement Amount	<u>\$771,403.97</u>	Current Contract Completion Date	<u>8/31/22</u>
Change Per this Modification	<u>\$242,994.79</u>	Net Change	<u>122</u>
Total After Modification	<u>\$1,014,398.76</u>	Contract Completion Date After Change	<u>12/31/22</u>

BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
MODIFICATION #1

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
38	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$2,740.00 Per Lump Sum	\$2,740.00
39	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$1,980.00 Per Lump Sum	\$1980.00
40	10	CY	CONTROLLED DENSITY BACKFILL 2-09.5	At \$122.00 Per Cubic Yard	\$1,220.00
41	20	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$195.00 Per Ton	\$3,900.00
42	1	LS	CUSTOMER NOTIFICATION	At \$314.00 Per Lump Sum	\$314.00
43	2600	LF	SAWCUTTING ASPHALT 2-02.5	At \$.65 Per Linear Foot	\$1,690.00
44	4250	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$.30 Per Square Foot	\$1,275.00
45	150	TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$47.20 Per Ton	\$7,080.00
46	55	LF	REHAU MUNICIPEX 2-INCH DIAM. 7-09.5	At \$58.70 Per Linear Foot	\$3,228.50

**BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
MODIFICATION #1
(Continued)**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
47	570	LF	DUCTILE IRON PIPE CL 50 6 IN. DIAM. 7-09.5	At \$74.20 Per Linear Foot	\$42,294.00
48	225	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$96.70 Per Linear Foot	\$21,757.50
49	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 2 (SEE SHEET H-01)	At \$5,580.00 Per Lump Sum	\$5,580.00
50	1	EA	HYDRANT ASSEMBLY AS DESCRIBED WATER NOTE NO. 3 (SEE SHEET H-01) 7-14.5	At \$9,890.00 Per Each	\$9,890.00
51	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 4 (SEE SHEET H-01)	At \$1,730.00 Per Lump Sum	\$1,730.00
52	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 10 (SEE SHEET E-01)	At \$6,010.00 Per Lump Sum	\$6,010.00
53	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 11 (SEE SHEET E-01)	At \$11,410.00 Per Lump Sum	\$11,410.00
54	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 12 (SEE SHEET E-01)	At \$6,790.00 Per Lump Sum	\$6,790.00
55	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 13 (SEE SHEET E-01)	At \$3,130.00 Per Lump Sum	\$3,130.00
56	5	EA	RECONNECT EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$2,040.00 Per Each	\$10,200.00

**BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
MODIFICATION #1
(Continued)**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
57	7	EA	RECONNECT EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$1,270 Per Each	\$8,890.00
58	4	EA	RECONNECT EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$1,340 Per Each	\$5,360.00
59	919	SY	PLANNING BITUMUMINOUS PAVEMENT (5-INCH DEPTH)	At \$8.20 Per Square yard	\$7,535.80
60	90	TN	3-INCHES HMA CL. ½ INCH PG 64-22 (TRENCH PATCHING) 5-04.5	At \$280.00 Per Ton	\$25,200.00
61	175	TN	3-INCHES HMA CL. ½ INCH PG 64-22 5-04.5	At \$192.00 Per Ton	\$36,600.00
62	2	EA	ADJUST MANHOLE 7-05.5	At \$147.00 Per Each	\$294.00
63	20	SF	PLASTIC STOP LINE 8-22.5	At \$12.10 Per Square Foot	\$242.00
				SUBTOTAL	\$223,340.80
				8.8% sales tax	\$19,653.99
				Items 38-63 TOTAL	\$242,994.79

**City of Anacortes
Ordinance No. 4022**

An Ordinance of the City of Anacortes, Washington, amending Chapters 19.76, 19.65, 19.32, and 19.12 of the Anacortes Municipal Code regarding Stormwater, Land Divisions, Landscaping, and Definitions and Interpretation

Whereas the Anacortes Municipal Code regulates Stormwater at Chapter 19.76, and references the Western Washington Stormwater Management Manual at Chapter 19.65 and 19.32, and contains associated definitions and interpretations at Chapter 19.12; and

Whereas the City has been operating under the 2012 Western Washington Stormwater Management Manual, as Amended in 2014; and

Whereas the City's National Pollutant Discharge Elimination System Western Washington Phase II Municipal Stormwater permit requires adoption of the 2019 Stormwater Management Manual for Western Washington.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Chapter 19.76 of the Anacortes Municipal Code entitled "Stormwater," Chapter 19.65 entitled "Landscaping", Chapter 19.32 entitled "Land Divisions," and Chapter 19.12 entitled "Definitions and Interpretation" are revised to read as shown in Attachment A, which is hereby adopted and incorporated herein by reference; and

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2022.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

19.12.020 Definitions

C. C Definitions.

“City’s NPDES permit” means the current Western Washington Phase II Municipal Stormwater Permit issued by the Department of Ecology pursuant to the National Pollutant Discharge Elimination System.

...

I. I Definitions.

“Illicit discharge” means any discharge to the stormwater system that is not composed entirely of stormwater or of allowable stormwater discharges as adopted in AMC 18.30.030.

...

N. N Definitions.

“National Pollutant Discharge Elimination System (NPDES)” means the part of the federal Clean Water Act, which requires point source dischargers to obtain permits. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

...

S. S Definitions.

“Stormwater” means the portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

“Stormwater management manual” means the city’s manual for design of stormwater facilities, as adopted in AMC 19.76.040.

19.32.030 Preliminary land division approval – Application requirements.

A. *Preliminary Approval.* All land division applications must be submitted in conformance with AMC 19.20.110 and contain the following:

1. *Application.* A completed application form and application fees.
2. *Title Report.* A title report issued within 30 days of application, showing all persons having ownership interest, a legal description describing exterior boundary of the land to be subdivided and listing all encumbrances affecting the land.
3. *SEPA.* A completed and signed environmental (SEPA) checklist if the division of land is not exempt under WAC 197-11-800 and AMC Chapter 18.04, State Environmental Policy Act.

4. *Grading.* A preliminary grading plan in accordance with AMC Chapter 19.78, Clearing and Grading, and showing proposed cuts and fills for public improvements and private development, including transitions between the subject and adjacent properties.

5. *Stormwater.*

a. A preliminary stormwater management plan including runoff calculations, documentation that the minimum technical requirements of the Stormwater Management Manual for Western Washington, as adopted by the city, have been met, upstream and downstream analysis, a maintenance plan for any new stormwater facilities and existing and proposed drainage facilities for the site and adjacent areas as specified by the engineer, and feasibility analysis of using LID facilities, all consistent with AMC Chapter 19.76, Stormwater.

b. The results of a (wet and dry season) soil analysis of the project site to determine the feasibility of on-site stormwater infiltration.

6. A tree preservation plan in accordance with AMC Chapter 16.50, Tree Preservation.

7. *Supplemental Studies and Reports.* Any related information and/or studies identified in the pre-application conference meeting, or deemed necessary by the Director, including but not limited to a traffic study, geotechnical report, critical areas report and mitigation plan, and landscape plans.

8. *Preliminary Plans.* A set of full-size plans containing the following information (multiple sheets may be used in order to provide clarity):

a. The name of the proposed project, if any.

b. The name, address, seal and signature of the land surveyor who prepared the preliminary plat map.

c. The date the preliminary plat map was prepared or revised, the scale, north arrow, and quarter section, section, township and range.

d. Full and correct legal description of lands being subdivided.

e. A vicinity sketch clearly showing the location of the property.

f. Accurate lines to scale showing the parcel to be subdivided, the block lines, and the lot lines.

g. Dimensions and numbers or description for each lot and tract.

h. Total acreage and square feet of land to be divided and the land area by acreage and square feet of each of the proposed lots.

i. Density calculations indicating maximum and minimum density requirements, if applicable for the proposal, and including density bonus calculations, if applicable.

j. Existing zoning and zoning boundaries on the site and immediately adjacent property.

k. Municipal boundaries, township lines, and section lines.

l. Setback lines for all proposed lots having unusual shape, steep topography, critical areas, wetlands or other environmental or unusual limitations on the building site.

m. Location, width, and names of all existing and proposed streets or other public ways within or adjacent to the proposed subdivision. Road profiles may be required.

n. Location of existing and proposed improvements such as stormwater facilities, sidewalks, utilities, power poles, etc., within the boundaries of the lands being subdivided and adjacent lots and rights-of-way.

o. Location of existing and proposed easements or tracts to be dedicated for any public purpose or for the common use of the property owners of the lands being divided.

p. Location of existing structures, septic tanks, drain fields, wells and other improvements located on the site and within 50 feet of the development; and whether such structures are proposed to remain on the property.

q. Shorelines and critical areas as defined in AMC Chapters 17.70, Critical Area Regulations, and 18.16, Shoreline Master Plan.

r. A current topographic survey. Contour lines in areas to be developed must be at two-foot intervals, or as specified by the City Engineer. Five-foot intervals may be used in areas not to be developed. All contour lines must be extended into adjacent properties at least 300 feet to show the topographical relationship of adjacent property to the proposed development.

s. A legend identifying all existing and proposed boundary lines, buffers, drainage facilities and utilities, roadway sections, erosion control facilities, grading and critical areas, landscape features, and other required items specified above.

t. A stormwater site plan prepared pursuant to the chapters on Minimum Technical Requirements and Site Planning, or Preparation of Stormwater Site Plans, in the Stormwater Management Manual.

9. *Reduced-Size Plans.* A reduced-size vicinity map and site plan showing proposed lot layout (suitable for public notice purposes).

10. *Detailed Requirements.* The Director is authorized to provide more detailed requirements for each of the items required for submittal of a complete preliminary plat or final plat application, including size, scale, number of copies, and content. (Ord. 3040 § 2 (Att. A), 2019)

19.65.060 Landscaping types.

F. Type F Landscaping—Rain Garden.

1. A rain garden is a nonengineered planted depression that collects, absorbs, and filters rain water runoff from impervious areas. They are sized to accommodate temporary ponding and are not meant to be permanent ponds. They can also function as an attractive visual divider of space. To qualify as a rain garden, the following elements must be included:

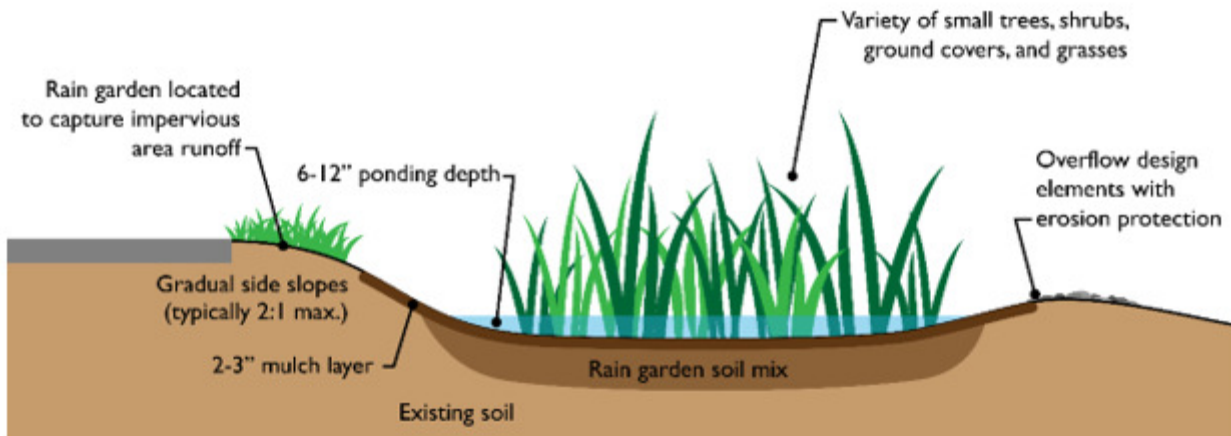
- a. Garden is located and designed to capture impervious area runoff.
- b. Six- to 12-inch ponding depth.
- c. Two- to three-inch mulch layer.
- d. Gradual side slopes (typically 2:1 maximum).
- e. Overflow design elements with measures to prevent erosion.
- f. Generous plantings of a variety of small trees, shrubs, groundcovers, and grasses. Select plants suitable for the planting zones within the garden and around the perimeter.

Refer to the current Rain Garden Handbook for Western Washington for further guidance on rain garden location, design, planting, construction, and maintenance. Compliance with the Stormwater Management Manual may alter these requirements.

2. The applicability of rain gardens in site design will be determined by project size and flow control exemptions based upon minimum requirement No. 5 of the Western Washington Phase II municipal stormwater permit.

Figure 19.65.060(F)

Rain garden example.



(Ord. 3040 § 2 (Att. A), 2019)

19.76.040 Stormwater management manual.

- A. The City of Anacortes adopts Ecology's 2019 Stormwater Management Manual for Western Washington, as the city's stormwater management manual.
- B. The City of Anacortes adopts the Thresholds, Definitions, Minimum Requirements, and Exceptions, Adjustment, and Variance Criteria found in Appendix 1 of the city's NPDES permit.

C. Any undefined terms in this chapter have the meanings established in the stormwater management manual.

D. The City of Anacortes utilizes the 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for information related to best management practices.

E. The Director is the administrator authorized to determine feasibility and make decisions on adjustments and exceptions under the stormwater management manual.

F. Feasibility

- 1) The Director may determine infiltration is infeasible without the infiltration testing required by the stormwater management manual stormwater BMPs when infiltration is known to the city to be infeasible due to any of the following:
 - a) Soil conditions;
 - b) Presence of significant naturally occurring groundwater;
 - c) Significant tidal influence on groundwater;
 - d) Presence of geologically hazardous areas that would be made unstable by infiltration.

G. Exceptions/Variations

- 1) The Director may grant an adjustment to the application of the stormwater management manual and its minimum requirements prior to permit approval and construction consistent with the criteria in the city's NPDES permit Appendix 1, Section 5, Adjustments.
- 2) The Director may grant an exception/variance from this chapter or the application of the stormwater management manual and its minimum requirements prior to permit approval and construction when consistent with the criteria in the city's NPDES permit Appendix 1, Section 6, Exceptions and Variations.
- 3) The Director shall keep records, including the written findings of fact, of all local exceptions to the minimum requirements.
- 4) Exceptions/variations (exceptions) to the minimum requirements may be granted by the city following legal public notice of an application for an exception or variance, legal public notice of the city's decision on the application, and written findings of fact that document the city's determination to grant an exception. Project-specific design exceptions based on site-specific conditions do not require prior approval of Ecology. The city must seek prior approval by Ecology for any jurisdiction-wide exception.
- 5) A request for an adjustment or exception must meet the criteria in the city's NPDES permit (Appendix 1) and be submitted on a form provided by the Department. The city may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the Director must consider and document with written findings of fact the following:
 - a) The current (preproject) use of the site; and
 - b) How the application of the minimum requirements restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
 - c) The possible remaining uses of the site if the exception were not granted; and

- d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and
- e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and
- f) The feasibility for the owner to alter the project o apply the minimum requirements.
- g) The exception will not increase risk to the public health and welfare, nor be injurious to the other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
- h) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

19.12.020 Definitions

C. C Definitions.

“City’s NPDES permit” means the ~~2013-2018 Phase II Western-current Western~~ Washington Phase II Municipal Stormwater Permit issued by the Department of Ecology pursuant to the National Pollutant Discharge Elimination System.

...

I. I Definitions.

“Illicit discharge” means any discharge to the stormwater system that is not composed entirely of stormwater or of allowable stormwater discharges as adopted in AMC 18.30.030.

...

N. N Definitions.

“National Pollutant Discharge Elimination System (NPDES)” means the part of the federal Clean Water Act, which requires point source dischargers to obtain permits. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

...

S. S Definitions.

“Stormwater” means the portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

“Stormwater management manual” means the city’s manual for design of stormwater facilities, as adopted in AMC 19.76.040.

~~“SWMMWW” means the 2014 Stormwater Management Manual for Western Washington.~~

19.32.030 Preliminary land division approval – Application requirements.

A. *Preliminary Approval.* All land division applications must be submitted in conformance with AMC 19.20.110 and contain the following:

1. *Application.* A completed application form and application fees.
2. *Title Report.* A title report issued within 30 days of application, showing all persons having ownership interest, a legal description describing exterior boundary of the land to be subdivided and listing all encumbrances affecting the land.

3. *SEPA*. A completed and signed environmental (SEPA) checklist if the division of land is not exempt under WAC 197-11-800 and AMC Chapter 18.04, State Environmental Policy Act.

4. *Grading*. A preliminary grading plan in accordance with AMC Chapter 19.78, Clearing and Grading, and showing proposed cuts and fills for public improvements and private development, including transitions between the subject and adjacent properties.

5. *Stormwater*.

a. A preliminary stormwater management plan including runoff calculations, documentation that the minimum technical requirements of the Stormwater Management Manual for Western Washington, as adopted by the city, have been met, upstream and downstream analysis, a maintenance plan for any new stormwater facilities and existing and proposed drainage facilities for the site and adjacent areas as specified by the engineer, and feasibility analysis of using LID facilities, all consistent with AMC Chapter 19.76, Stormwater.

b. The results of a (wet and dry season) soil analysis of the project site to determine the feasibility of on-site stormwater infiltration.

6. A tree preservation plan in accordance with AMC Chapter 16.50, Tree Preservation.

7. *Supplemental Studies and Reports*. Any related information and/or studies identified in the pre-application conference meeting, or deemed necessary by the Director, including but not limited to a traffic study, geotechnical report, critical areas report and mitigation plan, and landscape plans.

8. *Preliminary Plans*. A set of full-size plans containing the following information (multiple sheets may be used in order to provide clarity):

a. The name of the proposed project, if any.

b. The name, address, seal and signature of the land surveyor who prepared the preliminary plat map.

c. The date the preliminary plat map was prepared or revised, the scale, north arrow, and quarter section, section, township and range.

d. Full and correct legal description of lands being subdivided.

e. A vicinity sketch clearly showing the location of the property.

f. Accurate lines to scale showing the parcel to be subdivided, the block lines, and the lot lines.

g. Dimensions and numbers or description for each lot and tract.

h. Total acreage and square feet of land to be divided and the land area by acreage and square feet of each of the proposed lots.

i. Density calculations indicating maximum and minimum density requirements, if applicable for the proposal, and including density bonus calculations, if applicable.

- j. Existing zoning and zoning boundaries on the site and immediately adjacent property.
 - k. Municipal boundaries, township lines, and section lines.
 - l. Setback lines for all proposed lots having unusual shape, steep topography, critical areas, wetlands or other environmental or unusual limitations on the building site.
 - m. Location, width, and names of all existing and proposed streets or other public ways within or adjacent to the proposed subdivision. Road profiles may be required.
 - n. Location of existing and proposed improvements such as stormwater facilities, sidewalks, utilities, power poles, etc., within the boundaries of the lands being subdivided and adjacent lots and rights-of-way.
 - o. Location of existing and proposed easements or tracts to be dedicated for any public purpose or for the common use of the property owners of the lands being divided.
 - p. Location of existing structures, septic tanks, drain fields, wells and other improvements located on the site and within 50 feet of the development; and whether such structures are proposed to remain on the property.
 - q. Shorelines and critical areas as defined in AMC Chapters 17.70, Critical Area Regulations, and 18.16, Shoreline Master Plan.
 - r. A current topographic survey. Contour lines in areas to be developed must be at two-foot intervals, or as specified by the City Engineer. Five-foot intervals may be used in areas not to be developed. All contour lines must be extended into adjacent properties at least 300 feet to show the topographical relationship of adjacent property to the proposed development.
 - s. A legend identifying all existing and proposed boundary lines, buffers, drainage facilities and utilities, roadway sections, erosion control facilities, grading and critical areas, landscape features, and other required items specified above.
 - t. A stormwater site plan prepared pursuant to the chapters on SWMMWW Volume I, Minimum Technical Requirements and Site Planning, or December 2014, Chapter 3—Preparation of Stormwater Site Plans, in the Stormwater Management Manual or comparable requirements in a later SWMMWW as amended by the Washington Department of Ecology.
9. *Reduced-Size Plans.* A reduced-size vicinity map and site plan showing proposed lot layout (suitable for public notice purposes).
10. *Detailed Requirements.* The Director is authorized to provide more detailed requirements for each of the items required for submittal of a complete preliminary plat or final plat application, including size, scale, number of copies, and content. (Ord. 3040 § 2 (Att. A), 2019)

19.65.060 Landscaping types.

F. Type F Landscaping—Rain Garden.

1. A rain garden is a nonengineered planted depression that collects, absorbs, and filters rain water runoff from impervious areas. They are sized to accommodate temporary ponding and are not meant to be permanent ponds. They can also function as an attractive visual divider of space. To qualify as a rain garden, the following elements must be included:

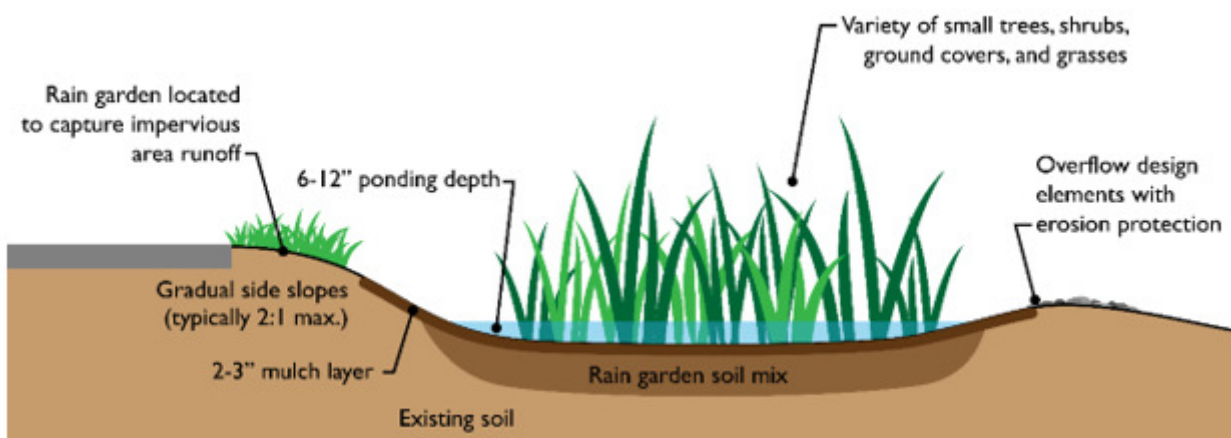
- a. Garden is located and designed to capture impervious area runoff.
- b. Six- to 12-inch ponding depth.
- c. Two- to three-inch mulch layer.
- d. Gradual side slopes (typically 2:1 maximum).
- e. Overflow design elements with measures to prevent erosion.
- f. Generous plantings of a variety of small trees, shrubs, groundcovers, and grasses. Select plants suitable for the planting zones within the garden and around the perimeter.

Refer to the current Rain Garden Handbook for Western Washington for further guidance on rain garden location, design, planting, construction, and maintenance. Compliance with the current Stormwater Management Manual for Western Washington (SWMMWW) may alter these requirements.

2. The applicability of rain gardens in site design will be determined by project size and flow control exemptions based upon minimum requirement No. 5 of the Western Washington Phase II municipal stormwater permit.

Figure 19.65.060(F)

Rain garden example.



(Ord. 3040 § 2 (Att. A), 2019)

19.76.040 Stormwater management manual.

A. The City of Anacortes adopts Ecology's ~~2012~~2019 Stormwater Management Manual for Western Washington, ~~as amended in December 2014~~, as the city's stormwater management manual.

B. The City of Anacortes adopts the Thresholds, Definitions, Minimum Requirements, and Exceptions, Adjustment, and Variance Criteria found in Appendix 1 of the city's NPDES permit.

C. Any undefined terms in this chapter have the meanings established in the stormwater management manual.

D. The City of Anacortes utilizes the 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for information related to best management practices.

E. The Director is the administrator authorized to determine feasibility and make decisions on adjustments and exceptions under the stormwater management manual.

F. Feasibility

- 1) The Director may determine infiltration is infeasible without the infiltration testing required by the stormwater management manual stormwater BMPs when infiltration is known to the city to be infeasible due to any of the following:
 - a) Soil conditions;
 - b) Presence of significant naturally occurring groundwater;
 - c) Significant tidal influence on groundwater;
 - d) Presence of geologically hazardous areas that would be made unstable by infiltration.

G. Exceptions/Variations

- 1) The Director may grant an adjustment to the application of the stormwater management manual and its minimum requirements prior to permit approval and construction consistent with the criteria in the city's NPDES permit Appendix 1, Section 5, Adjustments.
- 2) The Director may grant an exception/variance from this chapter or the application of the stormwater management manual and its minimum requirements prior to permit approval and construction when consistent with the criteria in the city's NPDES permit Appendix 1, Section 6, Exceptions and Variations.
- 3) The Director shall keep records, including the written findings of fact, of all local exceptions to the minimum requirements.
- 4) Exceptions/variations (exceptions) to the minimum requirements may be granted by the city following legal public notice of an application for an exception or variance, legal public notice of the city's decision on the application, and written findings of fact that document the city's determination to grant an exception. Project-specific design exceptions based on site-specific conditions do not require prior approval of Ecology. The city must seek prior approval by Ecology for any jurisdiction-wide exception.
- 5) A request for an adjustment or exception must meet the criteria in the city's NPDES permit (Appendix 1) and be submitted on a form provided by the Department. The city may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the Director must consider and document with written findings of fact the following:

- a) The current (preproject) use of the site; and
- b) How the application of the minimum requirements restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
- c) The possible remaining uses of the site if the exception were not granted; and
- d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and
- e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and
- f) The feasibility for the owner to alter the project to apply the minimum requirements.
- g) The exception will not increase risk to the public health and welfare, nor be injurious to the other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
- h) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

Attachment A

19.12.020 Definitions

C. C Definitions.

“City’s NPDES permit” means the current Western Washington Phase II Municipal Stormwater Permit issued by the Department of Ecology pursuant to the National Pollutant Discharge Elimination System.

...

I. I Definitions.

“Illicit discharge” means any discharge to the stormwater system that is not composed entirely of stormwater or of allowable stormwater discharges as adopted in AMC 18.30.030.

...

N. N Definitions.

“National Pollutant Discharge Elimination System (NPDES)” means the part of the federal Clean Water Act, which requires point source dischargers to obtain permits. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

...

S. S Definitions.

“Stormwater” means the portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

“Stormwater management manual” means the city’s manual for design of stormwater facilities, as adopted in AMC 19.76.040.

19.32.030 Preliminary land division approval – Application requirements.

A. *Preliminary Approval.* All land division applications must be submitted in conformance with AMC 19.20.110 and contain the following:

1. *Application.* A completed application form and application fees.
2. *Title Report.* A title report issued within 30 days of application, showing all persons having ownership interest, a legal description describing exterior boundary of the land to be subdivided and listing all encumbrances affecting the land.
3. *SEPA.* A completed and signed environmental (SEPA) checklist if the division of land is not exempt under WAC 197-11-800 and AMC Chapter 18.04, State Environmental Policy Act.

4. *Grading.* A preliminary grading plan in accordance with AMC Chapter 19.78, Clearing and Grading, and showing proposed cuts and fills for public improvements and private development, including transitions between the subject and adjacent properties.

5. *Stormwater.*

a. A preliminary stormwater management plan including runoff calculations, documentation that the minimum technical requirements of the Stormwater Management Manual for Western Washington, as adopted by the city, have been met, upstream and downstream analysis, a maintenance plan for any new stormwater facilities and existing and proposed drainage facilities for the site and adjacent areas as specified by the engineer, and feasibility analysis of using LID facilities, all consistent with AMC Chapter 19.76, Stormwater.

b. The results of a (wet and dry season) soil analysis of the project site to determine the feasibility of on-site stormwater infiltration.

6. A tree preservation plan in accordance with AMC Chapter 16.50, Tree Preservation.

7. *Supplemental Studies and Reports.* Any related information and/or studies identified in the pre-application conference meeting, or deemed necessary by the Director, including but not limited to a traffic study, geotechnical report, critical areas report and mitigation plan, and landscape plans.

8. *Preliminary Plans.* A set of full-size plans containing the following information (multiple sheets may be used in order to provide clarity):

a. The name of the proposed project, if any.

b. The name, address, seal and signature of the land surveyor who prepared the preliminary plat map.

c. The date the preliminary plat map was prepared or revised, the scale, north arrow, and quarter section, section, township and range.

d. Full and correct legal description of lands being subdivided.

e. A vicinity sketch clearly showing the location of the property.

f. Accurate lines to scale showing the parcel to be subdivided, the block lines, and the lot lines.

g. Dimensions and numbers or description for each lot and tract.

h. Total acreage and square feet of land to be divided and the land area by acreage and square feet of each of the proposed lots.

i. Density calculations indicating maximum and minimum density requirements, if applicable for the proposal, and including density bonus calculations, if applicable.

j. Existing zoning and zoning boundaries on the site and immediately adjacent property.

k. Municipal boundaries, township lines, and section lines.

l. Setback lines for all proposed lots having unusual shape, steep topography, critical areas, wetlands or other environmental or unusual limitations on the building site.

m. Location, width, and names of all existing and proposed streets or other public ways within or adjacent to the proposed subdivision. Road profiles may be required.

n. Location of existing and proposed improvements such as stormwater facilities, sidewalks, utilities, power poles, etc., within the boundaries of the lands being subdivided and adjacent lots and rights-of-way.

o. Location of existing and proposed easements or tracts to be dedicated for any public purpose or for the common use of the property owners of the lands being divided.

p. Location of existing structures, septic tanks, drain fields, wells and other improvements located on the site and within 50 feet of the development; and whether such structures are proposed to remain on the property.

q. Shorelines and critical areas as defined in AMC Chapters 17.70, Critical Area Regulations, and 18.16, Shoreline Master Plan.

r. A current topographic survey. Contour lines in areas to be developed must be at two-foot intervals, or as specified by the City Engineer. Five-foot intervals may be used in areas not to be developed. All contour lines must be extended into adjacent properties at least 300 feet to show the topographical relationship of adjacent property to the proposed development.

s. A legend identifying all existing and proposed boundary lines, buffers, drainage facilities and utilities, roadway sections, erosion control facilities, grading and critical areas, landscape features, and other required items specified above.

t. A stormwater site plan prepared pursuant to the chapters on Minimum Technical Requirements and Site Planning, or Preparation of Stormwater Site Plans, in the Stormwater Management Manual.

9. *Reduced-Size Plans.* A reduced-size vicinity map and site plan showing proposed lot layout (suitable for public notice purposes).

10. *Detailed Requirements.* The Director is authorized to provide more detailed requirements for each of the items required for submittal of a complete preliminary plat or final plat application, including size, scale, number of copies, and content. (Ord. 3040 § 2 (Att. A), 2019)

19.65.060 Landscaping types.

F. Type F Landscaping—Rain Garden.

1. A rain garden is a nonengineered planted depression that collects, absorbs, and filters rain water runoff from impervious areas. They are sized to accommodate temporary ponding and are not meant to be permanent ponds. They can also function as an attractive visual divider of space. To qualify as a rain garden, the following elements must be included:

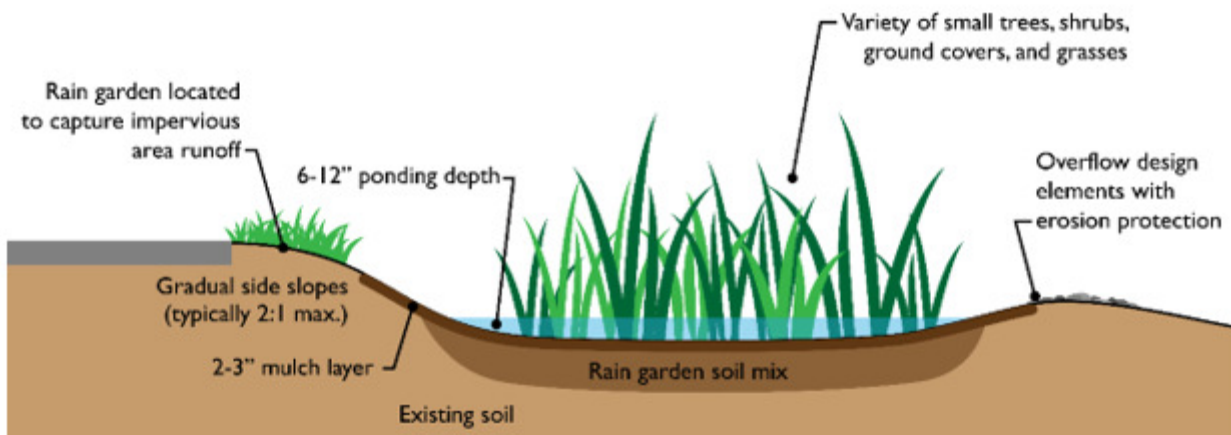
- a. Garden is located and designed to capture impervious area runoff.
- b. Six- to 12-inch ponding depth.
- c. Two- to three-inch mulch layer.
- d. Gradual side slopes (typically 2:1 maximum).
- e. Overflow design elements with measures to prevent erosion.
- f. Generous plantings of a variety of small trees, shrubs, groundcovers, and grasses. Select plants suitable for the planting zones within the garden and around the perimeter.

Refer to the current Rain Garden Handbook for Western Washington for further guidance on rain garden location, design, planting, construction, and maintenance. Compliance with the Stormwater Management Manual may alter these requirements.

2. The applicability of rain gardens in site design will be determined by project size and flow control exemptions based upon minimum requirement No. 5 of the Western Washington Phase II municipal stormwater permit.

Figure 19.65.060(F)

Rain garden example.



(Ord. 3040 § 2 (Att. A), 2019)

19.76.040 Stormwater management manual.

- A. The City of Anacortes adopts Ecology's 2019 Stormwater Management Manual for Western Washington, as the city's stormwater management manual.
- B. The City of Anacortes adopts the Thresholds, Definitions, Minimum Requirements, and Exceptions, Adjustment, and Variance Criteria found in Appendix 1 of the city's NPDES permit.

C. Any undefined terms in this chapter have the meanings established in the stormwater management manual.

D. The City of Anacortes utilizes the 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for information related to best management practices.

E. The Director is the administrator authorized to determine feasibility and make decisions on adjustments and exceptions under the stormwater management manual.

F. Feasibility

- 1) The Director may determine infiltration is infeasible without the infiltration testing required by the stormwater management manual stormwater BMPs when infiltration is known to the city to be infeasible due to any of the following:
 - a) Soil conditions;
 - b) Presence of significant naturally occurring groundwater;
 - c) Significant tidal influence on groundwater;
 - d) Presence of geologically hazardous areas that would be made unstable by infiltration.

G. Exceptions/Variations

- 1) The Director may grant an adjustment to the application of the stormwater management manual and its minimum requirements prior to permit approval and construction consistent with the criteria in the city's NPDES permit Appendix 1, Section 5, Adjustments.
- 2) The Director may grant an exception/variance from this chapter or the application of the stormwater management manual and its minimum requirements prior to permit approval and construction when consistent with the criteria in the city's NPDES permit Appendix 1, Section 6, Exceptions and Variations.
- 3) The Director shall keep records, including the written findings of fact, of all local exceptions to the minimum requirements.
- 4) Exceptions/variations (exceptions) to the minimum requirements may be granted by the city following legal public notice of an application for an exception or variance, legal public notice of the city's decision on the application, and written findings of fact that document the city's determination to grant an exception. Project-specific design exceptions based on site-specific conditions do not require prior approval of Ecology. The city must seek prior approval by Ecology for any jurisdiction-wide exception.
- 5) A request for an adjustment or exception must meet the criteria in the city's NPDES permit (Appendix 1) and be submitted on a form provided by the Department. The city may grant an exception to the minimum requirements if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the Director must consider and document with written findings of fact the following:
 - a) The current (preproject) use of the site; and
 - b) How the application of the minimum requirements restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
 - c) The possible remaining uses of the site if the exception were not granted; and

- d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and
- e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and
- f) The feasibility for the owner to alter the project o apply the minimum requirements.
- g) The exception will not increase risk to the public health and welfare, nor be injurious to the other properties in the vicinity and/or downstream, and to the quality of waters of the state; and
- h) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.