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- 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

September 25, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 18, 2023 (Action)
 - b. Approval of claims in the amount of \$951,644.25 (Action)
 - c. Contract Award: O Avenue Sidewalk Infrastructure Improvement Project #23-266-TRN-001 (Action)
 - d. Contract Modification: 2023 Waterline Replacements #23-039-WTR-001 (Action)
6. **Public Hearings**
 - a. * Capital Facilities Plan (CFP) 2023-2028 Amendment - Q Avenue Crossings (Discussion)
7. **Other Business**
 - a. * Ordinance 4060: 2023 - 2028 CFP Amendment (Discussion/Action)
 - b. * Ordinance 4059: 3rd Quarter Budget Amendment (Discussion/Action)
 - c. * 3rd Quarter Finance Update (Presentation)
 - d. * Parks and Recreation Update (Presentation)
8. **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 - September 18, 2023

Mayor Matt Miller called to order the Anacortes City Council meeting of September 18, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present. Councilmembers Ryan Walters and Carolyn Moulton (joined at 6:02 pm) participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on a recent meeting with the Commissioner of Public Lands, Hilary Franz, and a reminder that this weekend will be Oyster Run.

Economic Development Committee

Mr. Young and Ms. Cleland-McGrath reported from the Committee meeting held on September 11th. The topics discussed included child care, a draft request for proposal, commercial space development and utilization, and the industrial marine area around the R Avenue corridor.

Finance Committee

Mr. Walters reported from the Finance Committee meeting held September 14th. The topics discussed included departmental staffing issues, a catastrophic data loss in the OpenGov application, the enterprise resource planning system request for proposal, the Oak Harbor water line, and Capital Facilities Plan projects.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the Q Avenue Capital Facilities Plan amendment, the reservoir analysis for Skyline and 29th Street, the replacement of three Wastewater Treatment Plant generators, and the water system plan update.

Skagit County Law and Justice Council

Mr. Carter reported from the Skagit County Law and Justice Council meeting held the previous week. The topics discussed included jail standards and the possible re-establishment of the state Correctional Oversight Committee.

Follow-on Event Center

Mr. Young spoke about the impending Transit Shed closure at the end of the year, and the potential for finding an alternative downtown venue, pointing out that there is an urgent need, as the City and Port work together on finding a joint solution.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

Mr. Walters removed Item 5.c., Contract Award: 29th Street and Skyline Reservoirs Alternative Analysis #23-238-WTR-001, from the Consent Agenda.

Mr. McDougall moved, seconded by Ms. Hubik, to approve Consent Agenda items a. and b. The motion carried unanimously by voice vote.

a. Minutes of September 11, 2023

b. Approval of claims in the amount of \$2,287,647.91

The following vouchers/checks were approved for payment:

EFT numbers: 107334 through 107371, total \$2,055,927.53

Check numbers: 107372 through 107394, total \$175,917.50

Wire transfer numbers: 330963 through 331456, total \$55,802.88

Contract Award: 29th Street and Skyline Reservoirs Alternative Analysis #23-238-WTR-001

Mr. Walters discussed the proposed contract for 29th Street and Skyline Reservoirs Alternative Analysis #23-238-WTR-001. He suggested that the contract be amended to be a briefing of the entire City Council rather than just the Public Works Committee, as described in Exhibit A of the contract under Task 200 'Alternatives Analysis', 'HDR Services', Item 7, 'Client Responsibilities', Item 5., and 'Assumptions', Item 9.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve contract with an amendment that the full City Council be briefed in Task 200 of Exhibit A. The motion carried unanimously by voice vote.

Other Business

Interlocal Agreement with Skagit County for 2023 Library Materials Funding #23-248-LIB-001

Library Director, Jeff Vogel, introduced the proposed interlocal agreement with Skagit County for 2023 Library Materials Funding #23-248-LIB-001.

Discussion topics included:

- Skagit County's annual contribution; a partial rural library system with contributions from area residents.

CHRISTINE CLELAND-MCGRATH moved, seconded by ANTHONY YOUNG, to authorize the mayor to execute interlocal agreement #23-248-LIB-001 with Skagit County for 2023 Library Materials Funding. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: Enterprise Resource Planning (ERP) Software Selection - Consulting Services #23-254-IDS-001

Administrative Services Director, Emily Schuh, and Finance Director, Steve Hoglund, introduced the proposed contract for Enterprise Resource Planning (ERP) Software Selection - Consulting Services #23-254-IDS-001, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- How long the City has been using the current ERP application, the significance of the investment, long-term strategic decision, integration with other software applications, supporting a citizens' self-service portal, staffing changes, adding to the institutional knowledge, and references.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #23-254-IDS-001 with SoftResources Software Consultation. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: WWTP Pump Station 15 Generator Replacement Project - Generator Purchase #23-258-ERR-001

Public Works Director, Andrew Rheame, introduced Operations Manager, WiL Ludemann, who detailed the proposed contract for the WWTP Pump Station Generator Replacement Project. He detailed that the generators should be delivered by late 2024 and there would be separate installation contracts before the Council within 6-8 months. He added that current generators have low hours, but the spare parts pipeline is lengthy and replacement is advised.

Discussion topics included:

- life-cycle replacement, availability of spare parts, best use of resources.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to authorize the mayor to sign contract #23-258-ERR-001 with Cummins Inc. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: WWTP Pump Station 14 Generator Replacement Project - Generator Purchase #23-260-ERR-001

AMANDA HUBIK moved, seconded by JEREMY CARTER, to authorize the mayor to sign contract #23-260-ERR-001 with Cummins Inc. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Contract Award: WWTP Pump Station 13 Generator Replacement Project - Generator Purchase #23-261-ERR-001

AMANDA HUBIK moved, seconded by JEREMY CARTER, to authorize the mayor to sign contract #23-261-ERR-001 with Cummins Inc. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Resolution 3131: Waiving the State Competitive Bidding Requirements for the Purchase of Judicial Information System (JIS) Integration Software

Electronic Content Management Analyst, Greg Francioch, introduced Resolution 3131 that would waive the State competitive bidding requirements for the purchase of Judicial Information System (JIS) integration software from Cities Digital Inc.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to approve Resolution 3131 as presented. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDUGALL, CAROLYN MOULTON, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

Mayor Miller modified the agenda to receive a public comment from a citizen who arrived late to the meeting.

Public comment was given as follows:

Joseph Coomer of Oak Harbor spoke about Cal Fire, suspending a structure to make it earthquake-proof, proposing the use of C-5 aircraft to combat forest fires, floodwater control, and ideas about runway and aircraft design. Handouts were added to the packet materials for the meeting.

There being no further business, at approximately 6:58 p.m. the Anacortes City Council meeting of September 18, 2023 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 September 25, 2023 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331723	3/3/2022	22-WAR311036-1	DEPARTMENT OF ECOLOGY	OUTFALL PERMIT	\$ 256.44	pw1
331848	5/31/2022	633	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - MAY 2022	\$ 600.00	pw1
331475	6/28/2023	B17039444	SHI INTERNATIONAL CORP.	REPLACEMENTS FIREWALLS - FLOOD	\$ 9,868.78	infosys
331849	6/30/2023	1059	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - JUNE 2023	\$ 2,131.20	pw1
331726	8/1/2023	INV-14396	NW COMMUNICATIONS, INC	SERVICE- #202	\$ 558.53	dshop
331708	8/10/2023	07-68217	CUMMINS, INC.	PURCHASE OF NEW PUBLIC SAFETY BUILDING GENERATOR	\$ 59,493.71	dshop
331757	8/10/2023	1200546546	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 03/27/22 - 07/29/23	\$ 1,541.80	pw1
331730	8/25/2023	17092 - 28	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 2/13/23-8/25/23	\$ 124,434.21	pw1
331640	8/26/2023	9943024830	VERIZON WIRELESS	WTP SCADA 7/27-8/26/23	\$ 837.72	dwtpt
330986	8/31/2023	0823	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - AUGUST2023	\$ 337.50	pkrec
331455	8/31/2023	082346833	SKAGIT PUBLISHING LLC	OPEN STREETS AD	\$ 650.00	pw1
331458	8/31/2023	12162	PETDATA, INC	PETDATA LICENSING FEES AUGUST	\$ 500.00	finance
331853	8/31/2023	188565	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT	\$ 275.00	fiber
331408	8/31/2023	2261	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - AUGUST 2023	\$ 738.68	pw1
331744	8/31/2023	705	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - AUGUST	\$ 100.00	finance
331641	8/31/2023	I6501212	HD FOWLER COMPANY INC	CONCENTRIC REDUCERS X 3	\$ 2,325.30	dwtpt
331872	9/1/2023	1000815	WBE TECHNOLOGIES LLC	EDA EXPANSION - FIBER OPTIC CABLES - ITEMS 18-21	\$ 56,119.04	fiber

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331643	9/1/2023	113512	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 115.00	dwtp
331645	9/1/2023	113513	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 133.00	dwtp
331633	9/1/2023	13724636	HACH COMPANY	CL17 REAGENT SET X 29	\$ 2,274.36	dwtp
331639	9/1/2023	200012505505	PUGET SOUND ENERGY INC	WTP 8/1-8/31/23	\$ 99,665.09	dwtp
331268	9/1/2023	22-009-07	HLN ENGINEERING	WASHINGTON PARK RESTROOM: DESIGN - AUGUST 2023	\$ 6,041.80	parks1
331858	9/1/2023	23-24555	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER WEEKLY	\$ 658.00	dwtp
331738	9/1/2023	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 8/1-8/31/23	\$ 178.00	finance
331731	9/1/2023	9/1/2023	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - SEPTEMBER 2023	\$ 4,166.67	apd
331634	9/5/2023	13725774	HACH COMPANY	CL17 REAGENT SET X 7	\$ 541.64	dwtp
331860	9/5/2023	23-25355	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
331636	9/5/2023	51447441	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,638.24	dwtp
331864	9/6/2023	23-26825	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
331865	9/6/2023	23-26829	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwtp
331452	9/6/2023	37861	SKAGIT PUBLISHING LLC	PUBLISH AA-413803	\$ 251.72	pw1
331451	9/6/2023	37862	SKAGIT PUBLISHING LLC	PUBLISH AA-418830	\$ 97.44	plan
331857	9/7/2023	23-23654	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
331862	9/7/2023	23-26691	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 31.00	dwtp
331649	9/7/2023	52729	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- STREET DEPT	\$ 716.92	dshop
331407	9/8/2023	1200554962	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 07/30/23 - 08/26/23	\$ 6,495.49	dwtp
331861	9/8/2023	23-26095	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
331463	9/8/2023	320015	DOORMAN COMMERCIAL, LLC	REPLACEMENT OF CITY HALL 3RD FLOOR BATHROOM DOORS	\$ 7,109.27	pw1
331648	9/9/2023	245758	LAKE SIDE INDUSTRIES, INC.	DUMP FEES ROCK COVE PL PROJECT FOR STREET DEPT	\$ 307.00	dshop
331650	9/10/2023	24-WAR311036-1	DEPARTMENT OF ECOLOGY	OUTFALL CONSTRUCTION STORMWATER PERMIT	\$ 780.00	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331457	9/10/2023	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 9/19-10/18/23	\$ 141.65	finance
331632	9/11/2023	0307219-IN	REISNER DISTRIBUTOR INC	GENERATOR FUEL AND CLEANING	\$ 4,268.19	dwtp
331409	9/11/2023	107383	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL	\$ 460.00	legal
331758	9/11/2023	1200555545	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 07/30/23 - 08/26/23	\$ 2,675.60	pw1
331859	9/11/2023	23-25334	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER WEEKLY	\$ 658.00	dwtp
331454	9/11/2023	247045	INFOSEND, INC.	OPEN STREETS BILLING INSERTS	\$ 767.42	pw1
331628	9/11/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 8/5-9/6/23	\$ 4,674.22	parks1
331719	9/11/2023	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 8/5 - 9/6/23	\$ 1,084.37	medic
331631	9/11/2023	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 8/5-9/6/23	\$ 5,117.94	dwtp
331870	9/11/2023	300000290035	PUGET SOUND ENERGY INC	MUSEUM 8/5-9/6/23	\$ 204.68	museum
331622	9/11/2023	300000300008	PUGET SOUND ENERGY INC	WWTP 8/5-9/6/23	\$ 20,904.81	dwwtp
331459	9/11/2023	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 8/2-8/31/23	\$ 438.89	dshop
331625	9/11/2023	8498 30 017 0464628	COMCAST	WA PARK INTERNET ACCESS 9/21-10/20/23	\$ 113.16	parks1
331728	9/11/2023	ESO-120250	ESO SOLUTIONS, INC	ANNUAL FIRE SIDE 10/11/23 TO 10/10/24 CAD, PERSONNEL, PROPERTIES & INSPECTIONS	\$ 6,655.44	medic
331748	9/12/2023	12-0823ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - JULY & AUGUST 2023	\$ 6,954.00	dwtp
331722	9/12/2023	165	CHECK THE DOSE, LLC.	ANNUAL APP FEE	\$ 1,053.18	medic
331630	9/12/2023	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 8/10-9/11/23	\$ 3,028.47	dwtp
331460	9/12/2023	2003189	MILES SAND & GRAVEL CO.	PARTS FOR STREETS	\$ 391.68	dshop
331462	9/12/2023	2011	SECURITY LINES US	PUBLIC SAFETY CAMERAS FOR TOMMY THOMPSON TRAIL	\$ 16,365.00	parks1
331735	9/12/2023	2023-906	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE - AUGUST 2023	\$ 55.00	hr
331410	9/12/2023	2864267	FOSTER GARVEY PC	WATER UTILITY ISSUES - AUGUST 2023	\$ 525.00	legal

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331411	9/12/2023	2864268	FOSTER GARVEY PC	PROPERTY ISSUES - THROUGH 08/31/2023	\$ 4,069.50	legal
331412	9/12/2023	2864269	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOWCREEK	\$ 1,050.70	legal
331749	9/12/2023	ReimbHiles	HILES, BRANDON	PURCHASE REIMBURSEMENT	\$ 9.98	dwwtp
331855	9/13/2023	19317	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200	\$ 365.50	legal
331866	9/13/2023	23-27031	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER MONTHLY	\$ 391.00	dwtp
331476	9/13/2023	23-27673	EDGE ANALYTICAL, INC	WATER SAMPLES- H AVE HYDRANT	\$ 24.00	wdist
331867	9/13/2023	23-27858	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
331461	9/13/2023	231100	T-SHIRTS BY DESIGN	WORK UNIFORM	\$ 73.98	dshop
331733	9/13/2023	38070	SKAGIT PUBLISHING LLC	PUBLISH AA-420748	\$ 142.10	plan
331714	9/13/2023	3rd QTR	SKAGIT COUNTY DISTRICT COURT	COMMUNITY COURT FEES	\$ 1,950.00	court
331716	9/13/2023	3RD QTR PROBATION	SKAGIT COUNTY DISTRICT COURT	3RD QTR PROBATION FEES	\$ 7,700.00	court
331732	9/13/2023	53006	SCRAP-IT	JUNK VEHICLE DISPOSAL	\$ 925.70	dshop
331474	9/13/2023	8859	ANACORTES TOWING, LLC	TOW VEHICLE #018A	\$ 359.04	dshop
331720	9/13/2023	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 8/15 - 9/11	\$ 27.20	medic
331710	9/13/2023	AN 94418	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 107.66	medic
331729	9/14/2023	0015464	FERGUSON ENTERPRISES, INC	RESERVATION RD METER FOR WATER MAINTENANCE	\$ 7,267.81	wdist
331709	9/14/2023	113573	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 25.00	dwtp
331469	9/14/2023	20-032-SEW-0081	PACIFIC PILE & MARINE, LP	RETAINAGE RELEASE	\$ 99,602.18	pw1
331868	9/14/2023	23-28037	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwtp
331754	9/14/2023	702001	RED VALVE COMPANY INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 3,630.00	dwwtp
331470	9/14/2023	AUG 23	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES - AUGUST 2023	\$ 6,700.00	attorney
331471	9/14/2023	AUG 23 SUPMTL	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES SUPMTL AUGUST	\$ 1,952.50	attorney
331629	9/14/2023	ES-0823-01C	SKAGIT COUNTY AUDITOR'S OFFICE	AUGUST 1, 2023 PRIMARY ELECTION	\$ 35,094.44	finance
331724	9/14/2023	IN1933975	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR	\$ 100.38	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331651	9/14/2023	MPC-INV407384	MEDIA PARTNERS CORP	DEI TRAINING ADDITIONAL LICENSES	\$ 223.05	hr
331473	9/14/2023	RefundMoore	MOORE, MARTINOUS	WA PARK REFUND	\$ 32.00	parks1
331871	9/15/2023	0001504	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
331721	9/15/2023	07-70463	CUMMINS, INC.	PURCHASE OF NEW PUBLIC SAFETY BUILDING GENERATOR	\$ 24,159.39	dshop
331761	9/15/2023	23131	HUTCH'S POLYGRAPH SERVICES	PRE-EMPLOYMENT POLYGRAPH; MONAGHAN	\$ 110.00	apd
331760	9/15/2023	4042	SKAGIT 911	911 USER FEE; 4TH INSTALLMENT FOR 2023	\$ 73,381.00	apd
331711	9/15/2023	4043	SKAGIT 911	911 USER/RADIO	\$ 9,434.00	medic
331763	9/15/2023	8779	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A06711	\$ 105.54	apd
331712	9/15/2023	INV26197	SEAWESTERN, INC.	HELMETS (NEW HIRES)	\$ 3,361.15	medic
331759	9/15/2023	Pay App #2	RAW LAND CONSTRUCTION LLC	2023 FIDALGO AVENUE WATERLINE REPLACEMENT	\$ 171,777.70	pw1
331635	9/15/2023	RefundEberling	EBERLING, AMY	WA PARK REFUND	\$ 126.00	parks1
331762	9/16/2023	00005W5A83373	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-16-23	\$ 11.67	apd
331764	9/16/2023	23-48279	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 23-A06952	\$ 558.14	apd
331727	9/17/2023	1098465154	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER LATE FEE	\$ 7.83	finance
331737	9/18/2023	120131	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 4 LIGHT FIXTURE	\$ 1,024.93	pw1
331739	9/18/2023	120132	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 5 LIGHT FIXTURE	\$ 1,217.47	pw1
331742	9/18/2023	120133	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 20 LIGHT FIXTURE	\$ 1,024.93	pw1
331740	9/18/2023	120134	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 6 LIGHT FIXTURE	\$ 1,217.47	pw1
331743	9/18/2023	120135	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 21 LIGHT FIXTURE	\$ 1,024.93	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331745	9/18/2023	120136	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - WWTP PUMP STATION 22 LIGHT FIXTURE	\$ 1,024.93	pw1
331736	9/18/2023	GC0011920	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 171.36	legal
331741	9/18/2023	INV2707163	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 8/15-9/14/23	\$ 172.82	finance
331847	9/19/2023	23-119-TRN-0011	PNW CIVIL, INC.	RETAINAGE RELEASE	\$ 11,473.50	pw1
331863	9/19/2023	23-26754	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
331854	9/19/2023	23-48210	BUDGET TOWING & AUTO REPAIR	TOWING FEES FOR JUNK VEHICLE	\$ 704.48	dshop
331851	9/19/2023	62574359	ROBERT HALF INTERNATIONAL INC.	TEMP POSITION	\$ 2,537.60	finance
331850	9/19/2023	INV2707849	COPIERS NORTHWEST, INC	COURT & ASC COPIES 8/16-9/15/23	\$ 705.44	finance
	Total				\$ 951,644.25	



City Council Agenda Bill

Meeting Date: September 25, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: O Avenue Sidewalk Infrastructure Improvement Project #23-266-TRN-001

Staff Contact(s): Andrew Rheaume, 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 \$99,874.00 to Scimitar Construction to perform the O Avenue Sidewalk Infrastructure Improvement Project. Work includes removal and replacement of sidewalks, curb and gutter, sidewalk ramps and driveway entrances on O Avenue, between 17th Street and 14th Street.

Background:

1. **History:** In an effort to provide safe pedestrian walkways around town, O Avenue has become a large pedestrian generator to Schools and Commercial Avenue. This is part of a multi-year effort to complete sidewalks on O Avenue between 11th Street and 22nd Street.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$99,874.00.
 - The Contractor shall complete the work by October 20, 2023.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Scimitar Construction.

Budget Impact:

Contractor	Scimitar Construction
Contract Amount	\$99,874.00

Earmarked Funds	\$99,874.00
BARS #	105.720.595.61.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	10/20/23

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-266-TRN-001 with Scimitar Construction in the amount of \$99,874.00 to perform the O Avenue Sidewalk Infrastructure Improvement Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-266-TRN-001
2. O Ave 15-O VIC MAP
3. O AVE 17-O VIC MAP



CONTRACT 23-266-TRN-001
AGREEMENT WITH
SCIMITAR CONSTRUCTION

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Scimitar Construction, a private contractor at PO Box 1720, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT

O Avenue Sidewalk Infrastructure Improvement Project

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to remove and replace sidewalks, curb and gutter, sidewalk ramps and driveway entrances on O Avenue, between 17th Street and 14th Street, Anacortes, WA 98221, as detailed in Exhibit A. Work is subject to the City of Anacortes Engineering Standards and the current Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction and Amendments, as modified by the Special Provisions included in Exhibit A, all of which are hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Ninety-Nine Thousand Eight Hundred Seventy-Four Dollars (\$99,874.00)**. Rule 171 applies. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** All physical construction activities shall be completed by October 20, 2023. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Steve Lange, (360) 299-1983.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions, Exhibit A, City of Anacortes Engineering Standards, and the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction and Amendments are included in this Contract Agreement.

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:

Scimitar Construction

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects \$150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

- a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable

emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:

- i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
- ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
 - i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

11. Withholding Payment. In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

12. Final Payment: Waiver of Claim. The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

A. Of the Work: All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Insurance.

A. Insurance Term: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance: The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor within 10 days of contract execution and before scheduling of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

I. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

19. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. 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.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

23. No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24. The City's Right to Terminate Agreement.

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

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

28. Disputes

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

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

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

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

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

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

31. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

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

33. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

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

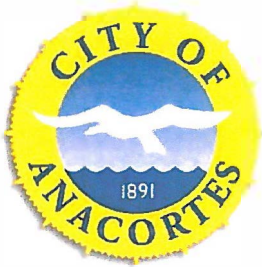
CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONTRACTOR:

Scimitar Construction
Dave Gold
PO Box 1720
Anacortes, WA 98221

EXHIBIT A



SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT



SIDEWALK INFRASTRUCTURE IMPROVEMENTS

#23-266-TRN-001

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR INFORMATION, CONTACT:

Steven Lange, Project Manager

City of Anacortes Engineering Department

PO Box 547

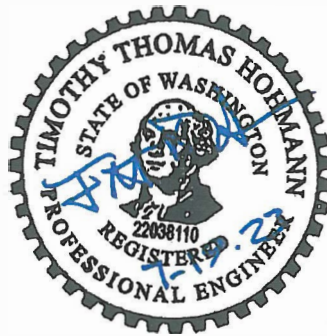
Anacortes, WA 98221

Office: 360.299.1983 **Cell Phone:** 360.661.3468

stevel@cityofanacortes.org

PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

Contract #23-266-TRN-001



I hereby certify that these documents were prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Washington.

BID PROPOSAL

CITY OF ANACORTES SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$ <u>5,000.00</u> Per Lump Sum	\$ <u>5,000.00</u>
2	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>2,000.00</u> Per Lump Sum	\$ <u>2,000.00</u>
3	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>500.00</u> Per Lump Sum	\$ <u>500.00</u>
4	4 EA	INLET PROTECTION 8-01.5	At \$ <u>100.00</u> Per Each	\$ <u>400.00</u>
5	199 LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>10.00</u> Per Linear Foot	\$ <u>1990.00</u>
6	87 LF	SAWCUTTING CONCRETE 2-02.5	At \$ <u>15.00</u> Per Linear Foot	\$ <u>1305.00</u>
7	147 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>62.00</u> Per Cubic Yard	\$ <u>9114.00</u>
8	144 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>72.50</u> Per Tons	\$ <u>10,440.00</u>
9	14 TONS	HMA CL. 3/8-inch PG58H-22 5-04.5	At \$ <u>925.00</u> Per Tons	\$ <u>12,950.00</u>
10	127 LF	CEMENT CONCRETE TRAFFIC CURB AND GUTTER 8-04.5	At \$ <u>80.50</u> Per Linear Foot	\$ <u>10,224.00</u>

CITY OF ANACORTES SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
11	192 LF	CEMENT CONC. PEDESTRIAN CURB 8-04.5	At \$ <u>63⁰⁰</u> Per Linear Foot	\$ <u>12,096⁰⁰</u>
12	110 SY	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1 8-06.5	At \$ <u>80.50</u> Per Square Yard	\$ <u>8855⁰⁰</u>
13	105 SY	CEMENT CONCRETE SIDEWALK 8-14.5	At \$ <u>72.00</u> Per Square Yard	\$ <u>7560⁰⁰</u>
14	6 EA	CEMENT CONCRETE CURB RAMP, TYPE PERPENDICULAR B 8-14.5	At \$ <u>800⁰⁰</u> Per Each	\$ <u>4800⁰⁰</u>
15	72 SF	DETECTABLE WARNING SURFACE 8-14.5	At \$ <u>100⁰⁰</u> Per Square Foot	\$ <u>7200⁰⁰</u>
16	16 CY	TYPE "A" TOPSOIL 8-02.5	At \$ <u>230⁰⁰</u> Per Cubic Yard	\$ <u>3680⁰⁰</u>
17	44 SY	SOD INSTALLATION 8-02.5	At \$ <u>40⁰⁰</u> Per Square Yard	\$ <u>1760⁰⁰</u>
Total Base Bid				\$ <u>99,874⁰⁰</u>

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

DIVISION 8: To be used in its entirety and to include the following changes.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description (September 17, 2010, COA GSP)

Supplement

This section shall be supplemented with the following:

".....inlet protection and street cleaning."

8-01.2 Materials (September 17, 2010, COA GSP)

Supplement

This section shall be supplemented with the following:

"Prefabricated Below Grate Inlet Device, Per WSDOT Standard – Storm Drain Inlet Protection (I-40.20-00)."

8-01.3 Construction Requirements (March 20, 2023, COA GSP)

Supplement

This section shall be supplemented with the following:

The Contractor shall employ Best Management Practices as outlined in the current edition of the Department of Ecology Stormwater Management Manual for Western Washington, Volume II – Construction Stormwater Pollution Prevention and the NPDES Permit.

The Contractor's ESC Lead shall prepare a detailed Stormwater Pollution Prevention Plan (SWPP) in compliance with referenced Volume II of the Department of Ecology Stormwater Management Manual for Western Washington and shall be submitted to the City of Anacortes Project Manager for review, three days prior to the scheduled Preconstruction meeting for discussion at the Preconstruction meeting.

8-02 ROADSIDE RESTORATION

8-02.2 Materials (March 2023, COA GSP)

Supplement

This section is supplemented with the following:

Compost

All compost material, including compost used as a portion of other materials, shall meet the following requirements:

Compost material shall be:

1. Produced locally within Skagit County;
2. Produced by a supplier that is certified by a nationally recognized organization (e.g., the U.S. Composting Council);
3. Produced by a facility permitted by the local health jurisdiction; and

Derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

8-02.3(2)A Chemical Pesticides
(February 2007, COA)

Supplement

This section is supplemented with the following:

"No chemical herbicides will be allowed in plantings, or groundcover areas."

8-02.3(2)A Chemical Pesticides
(February 2007, COA)

Supplement

This section is supplemented with the following:

"No chemical herbicides will be allowed in plantings, or groundcover areas."

8-02.3(4)A Topsoil Type A

Supplement

This section is supplemented with the following:

The topsoil shall be a two-part mixture consisting of two-thirds soil and one-third organic matter with the pH of 5.5 to 6.5. The soil shall be a weed seed free sandy loam mix.

The soil gradation shall meet:

Sieve Size	Percent Passing
3/8"	100%
No. 10	85 – 100%
No. 270	10 – 50%
0.002 Millimeters	0 – 10%

The organic matter shall be derived from sphagnum peat or previously approved substitutes such as fibrous sedge, wood or reed type peat. Substitutes shall contain less than 20 percent ash by dry weight and have a moisture content of less than 50 percent of the dry weight. The organic matter shall have been thoroughly aerated during drying. Dolomite limestone shall be used to adjust the pH to within specified limits. Said dolomite limestone shall be fine grind and packaged in waterproof bags, which are clearly labeled as to weight and content.

Sampling and Testing of Topsoil Materials

Prior to bringing any topsoil to the job site, the contractor shall provide the City of Anacortes **Project Manager with certified lab test results of the sieve analysis showing percent passing, the sieve size listed, organic matter and pH.** The soil shall also be tested to assure that it is weed seed free and free of toxic chemicals. One full test result is required for every 50 cubic yards. The contractor shall assure that the said samples are representative. Material on site, which does not meet the requirements, shall be promptly removed at no cost to the owner. Costs of sampling and testing shall be included in the cost of the topsoil. Should the owner require additional tests of these materials, the owner shall bear the cost. In the event of a discrepancy between the contractor-submitted tests and those of the owner, the contractor will be requested to stop work on this item until confirmation that the proper material is on site. Any third party sampling and testing required to ensure compliance shall be the responsibility of the contractor.

8-02.3(5) Soil Preparation

Supplement

This section is supplemented with the following:

Finish grades of seeding areas shall allow for soil preparation and mulch. Finish grades shall be as follows:

Seeding/Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:

1. Maximum 3:1 slope, unless otherwise indicated.
2. Smooth and round off surfaces at abrupt grade changes.
3. Feather grades to meet existing gradually.
4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the City of Anacortes Project Manager immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the City of Anacortes prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid (excluding Minor Changes and Bid Additive bid items).

8-02.3(15)A Seeding and Fertilizing

New

Grass seed of the composition, proportion, and quality per Section 9-14.2 shall be applied at the rate of 200 pounds per acre on areas requiring roadside seeding within the project as directed in the field by the City of Anacortes Public Works Inspector.

When weather conditions are not conducive to satisfactory results from seeding operations the Engineer may order the work suspended and it shall be resumed only when the desired results are likely to be obtained.

Inspection of any area will be made upon completion of each area of application of seeding and fertilizing and again upon completion of the application of the mulching.

The work in any area will not be measured for payment until a uniform distribution of the material is accomplished at the specific rate.

In some areas, it may be necessary to apply a 4-inch compacted (hand rolled) lift of "top-soil" to the disturbed surface prior to hydroseeding. This item will be paid for separately as noted in the Proposal.

A commercial fertilizer meeting the requirements of Section 9-14.3 shall be furnished. All fertilizer shall be pre-mixed prior to bringing on the job.

Initial Fertilizer Application: 10-20-20 at the rate of 15 pounds per 1,000 square feet.

Second Fertilizer Application: When the grass is 2 inches high, and prior to mowing, a post-seeding fertilizer (10-20-20), shall be applied at the rate of 15 pounds per 1,000 square feet.

Fertilization after first mowing: After the first mowing, the Contractor shall apply fertilizer (6-2-4) at the rate of 30 pounds per 1,000 square feet. First mowing shall occur when the grass first reaches 2- inches in height and shall be mowed to a continuing height of 1-1/2-inches. Mowing shall continue on a weekly basis thereafter until Physical Completion of the project.

Inspection and Substantial Completion:

After completion of all sodding and seeding, including the post-planting fertilization, which follows the first mowing, the City of Anacortes will review the sodded or seeded areas for adequacy. Areas not fully established (sod) or germinated (seeded) with a uniform stand of grass, or areas damaged through any cause prior to this inspection shall be resodded/reseeded, by the Contractor as herein specified and at the Contractor's sole expense as no additional monies will be due the Contractor. "Uniform stand of grass" shall signify complete cover of lush, thriving, green grass with no bare spots.

Reseeding:

Reseed and fertilize with 6-2-4 at a rate of four hundred pounds (30 lbs.) per 1,000 sf, all areas failing to show a uniform stand of grass after germination of seed, or damage through any cause before physical completion of the project.

The unit price bid per square yard for "Seeding, Fertilizing, and Mulching" shall include all costs incidental to furnishing and installing and mowing the seed, fertilizer, and mulch, and reseeding and fertilizing as required, per Sections 9-14.2 and 9-14.3, complete in place, as herein specified.

8-02.4 Measurement

Supplement

This section is supplemented as follows:

"**TOPSOIL Type "A"** Topsoil" shall be measured by the Cubic Yard.

8-02.5 Payment

Modification

This section shall be revised to read as follows:

"**TOPSOIL TYPE A**" per Cubic Yard and shall be full pay for all costs necessary to furnish, place, cultivate, and compact the material to the thickness identified in these plans and specifications.

8-04 CURBS, GUTTERS AND SPILLWAYS

8-04.3 Construction Requirements (January 2011, COA)

Supplement

This section shall be supplemented with the following:

Lamp Black (2 lbs per sack mix):

This item is considered "Incidental" to the installation of the "Cement Conc. Pedestrian Curb" and "Cement Concrete Traffic Curb and Gutter".

8-04.3(1) Placing and Finishing Concrete (July 2006, COA)

Supplement

This section is supplemented as follows:

Curb/Gutter and Sidewalk Workmanship and Aesthetics

1. Curb, gutter and sidewalk construction shall follow a true and uniform horizontal and vertical alignment.
2. The horizontal and vertical surfaces shall be a smooth broom finish with no detectable finishing blemishes, undulations, ripples, swells, waves, ruts, furrows, graffiti or other objectionable marks. The end result shall be a neat professionally finished appearance.
3. The edge finish adjacent to the expansion joint material shall be clean and free of excess slurry. The expansion joint material shall be trimmed to a level even with the adjacent concrete resulting in a neat and professionally finished appearance.

4. The City Engineer, at his/her sole discretion reserves the authority to order the removal of sections of curb, gutter and sidewalk that do not meet the Workmanship and Aesthetic standard of the City of Anacortes.
5. Sections of newly constructed curb, gutter and sidewalk, that exhibit cracking following curing, shall be subject to removal and replacement.
 - Cracking resulting from sub-base failure or construction site damage shall be immediately removed and replaced to the nearest expansion joint.
 - Minor hair line stress cracks may, at the discretion of the Project Manager, be monitored and re-evaluated for possible removal at the end of the maintenance period.

8-04.5 Payment Supplement
(August 6, 2013 COA GSP)

This section shall be supplemented with the following:

“CEMENT CONC. PEDESTRIAN CURB” and “CEMENT CONC. TRAFFIC CURB AND GUTTER”, per Linear Foot shall include the Lamp Black add mix in the full pay, per Section 8-04.3 of these Special Provisions.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.2 Materials Supplement
(June 29, 2012 COA GSP)

This section shall be supplemented with the following:

Concrete Curing Materials and Admixtures 9-23

8-06.3 Construction Requirements Supplement
(June 29, 2012 COA GSP)

This section shall be supplemented with the following:

3-Day Mix and Lamp Black (2 lbs per sack mix):

This item is considered "Incidental" to the installation of the "Cement Conc. Driveway Entrance, Type 1".

8-06.3(1) Placing and Finishing Concrete New
(July 2006, COA GSP)

This section is supplemented as follows:

Curb/Gutter and Sidewalk Workmanship and Aesthetics

6. Curb, gutter and sidewalk construction shall follow a true and uniform horizontal and vertical alignment.
7. The horizontal and vertical surfaces shall be a smooth broom finish with no detectable finishing blemishes, undulations, ripples, swells, waves, ruts, furrows, graffiti or other objectionable marks. The end result shall be a neat professionally finished appearance.
8. The edge finish adjacent to the expansion joint material shall be clean and free of excess slurry. The expansion joint material shall be trimmed to a level even with the adjacent concrete resulting in a neat and professionally finished appearance.
9. The City Engineer, at his/her sole discretion reserves the authority to order the removal of sections of curb, gutter and sidewalk that do not meet the Workmanship and Aesthetic standard of the City of Anacortes.
10. Sections of newly constructed curb, gutter and sidewalk, that exhibit cracking following curing, shall be subject to removal and replacement.

- Cracking resulting from sub-base failure or construction site damage shall be immediately removed and replaced to the nearest expansion joint.
- Minor hair line stress cracks may, at the discretion of the Project Manager, be monitored and re-evaluated for possible removal at the end of the maintenance period.

8-06.5 Payment Supplement
(August 6, 2013 COA GSP)

This section shall be supplemented with the following:

"CEMENT CONC. DRIVEWAY ENTRANCE, TYPE 1", per Square Yard shall include the 3-day Mix and Lamp Black add mix in the full pay, per Section 8-06.3 of these Special Provisions.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.2 Materials Supplement

This section shall be supplemented with the following:

Concrete Curing Materials and Admixtures 9-23

8-14.3 Construction Requirements Supplement
(June 29, 2012, COA)

This section shall be supplemented to include the following:

Sidewalk Ramp:

"The Sidewalk Ramp pan and wings shall be stamped using ¾ x ¾ poultry fencing only. See the ramps at the intersections of 32nd Street and M Avenue for example."

3-Day Mixture and Lamp Black (2 lbs per Cubic Yard):

These items are considered "Incidental" to the installation of the "Cement Concrete Sidewalk", "Cement Concrete Curb Ramp, Type Parallel A", and "Cement Concrete Curb Ramp, Type Parallel B"

8-14.3(3) Placing and Finishing Concrete Supplement
(July 2006, COA)

This section is supplemented as follows:

Curb/Gutter and Sidewalk Workmanship and Aesthetics

11. Curb, gutter and sidewalk construction shall follow a true and uniform horizontal and vertical alignment.
12. The horizontal and vertical surfaces shall be a smooth broom finish with no detectable finishing blemishes, undulations, ripples, swells, waves, ruts, furrows, graffiti or other objectionable marks. The end result shall be a neat professionally finished appearance.
13. The edge finish adjacent to the expansion joint material shall be clean and free of excess slurry. The expansion joint material shall be trimmed to a level even with the adjacent concrete resulting in a neat and professionally finished appearance.
14. The City Engineer, at his/her sole discretion reserves the authority to order the removal of sections of curb, gutter and sidewalk that do not meet the Workmanship and Aesthetic standard of the City of Anacortes.
15. Sections of newly constructed curb, gutter and sidewalk, that exhibit cracking following curing, shall be subject to removal and replacement.
 - Cracking resulting from sub-base failure or construction site damage shall be immediately removed and replaced to the nearest expansion joint.

- Minor hair line stress cracks may, at the discretion of the Project Manager, be monitored and re-evaluated for possible removal at the end of the maintenance period.

**8-14.3(5) Detectable Warning Surfaces
(July 2019, COA GSP)**

Supplement

This section is supplemented as follows:

Detectable warning surfaces shall be White in color.

Detectable warning surfaces shall be liquid applied and shall be applied in accordance with the manufactures specifications. Liquid applied detectable warning surface shall have a maximum water absorption of 5% (ASTM D570) and either a minimum slip resistance of 45 British pendulum units (ASTM E303) or a wet coefficient greater than 0.65 (ASTM C 1028-07).

New concrete must cure for minimum of 10 days prior to the installation detectable warning surface

Prior installation on existing curb ramps, the contractor shall grind the area to be coated with the liquid applied detectable warning surface. The grinding area shall be cleaned and free of debris prior to the installation of the detectable warning surface to the manufacturer's installation recommendations.

**8-14.5 Payment
(June 29, 2012 COA)**

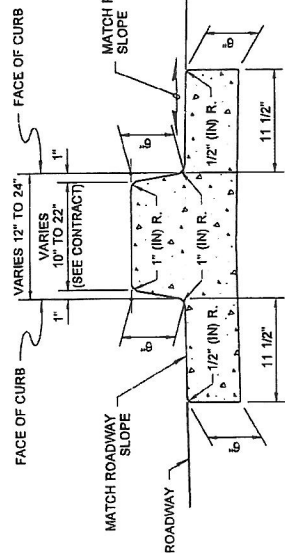
Modification

This section shall be supplemented with the following:

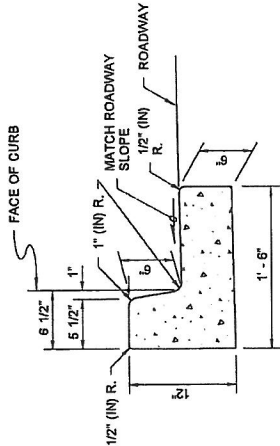
"CEMENT CONCRETE SIDEWALK", "CEMENT CONCRETE CURB RAMP, and "CEMENT CONCRETE CURB RAMP, TYPE PERPENDICULAR B", per each shall include in the full pay for the 3-day mix and lamp black add mix, per Section 8-14.3 of these Special Provisions.

Delete the last paragraph and replace it with the following:

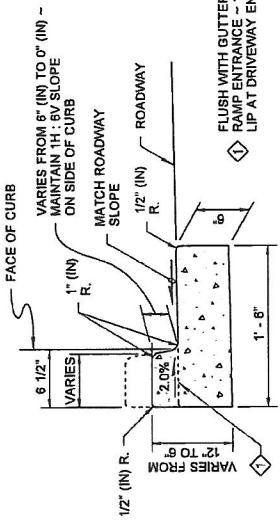
Payment for excavation of material to make room for all sidewalk and sidewalk ramp improvements, including haul and disposal will be made in accordance with Section 2-03 of these special provisions. Payment for the required Crushed Surfacing Top Course, will be made in accordance with Section 4-04 of these special provisions.



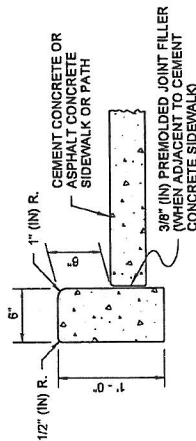
DUAL-FACED CEMENT CONCRETE
TRAFFIC CURB AND GUTTER



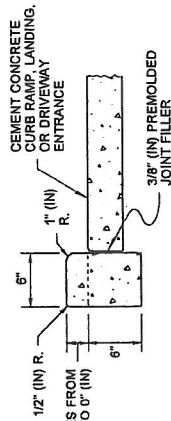
CEMENT CONCRETE
TRAFFIC CURB AND GUTTER



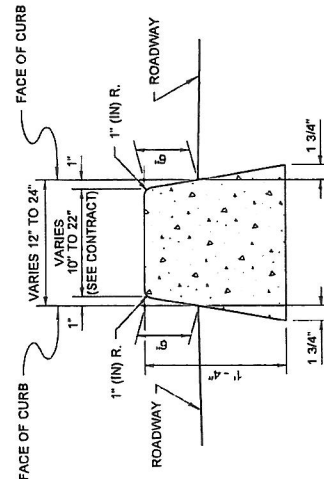
DEPRESSED CURB AND GUTTER SECTION
AT CURB RAMPS AND
DRIVEWAY ENTRANCES



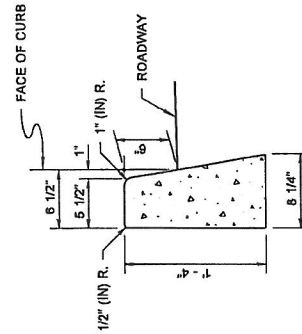
CEMENT CONCRETE PEDESTRIAN CURB



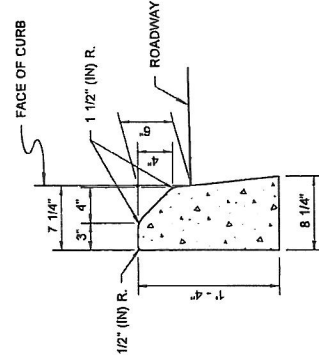
CEMENT CONCRETE PEDESTRIAN CURB
AT CURB RAMPS, LANDINGS,
AND DRIVEWAY ENTRANCES



DUAL-FACED CEMENT
CONCRETE TRAFFIC CURB



CEMENT CONCRETE
TRAFFIC CURB



MOUNTABLE CEMENT
CONCRETE TRAFFIC CURB

NOTE

1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing. See Standard Specification, Sections 8-04 and 9-04 for additional requirements.



Michael S
Fleming

Digitally signed by Michael S
Fleming
Date: 2020.09.24 07:38:38 -0700

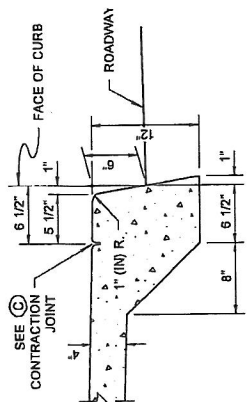
CEMENT CONCRETE CURBS

STANDARD PLAN F-10.12-04

SHEET 1 OF 1 SHEET

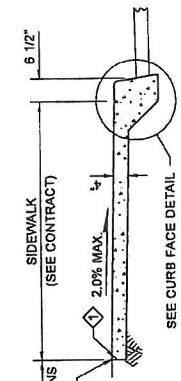
APPROVED FOR PUBLICATION
Date: 2020.09.24
07:57:43 -0700

STATE DESIGN ENGINEER
Washington State Department of Transportation



CURB FACE DETAIL

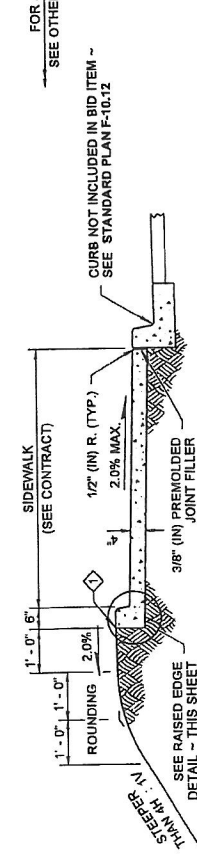
EXTEND SIDEWALK TRANSVERSE EXPANSION JOINTS TO INCLUDE CURB (FULL DEPTH)



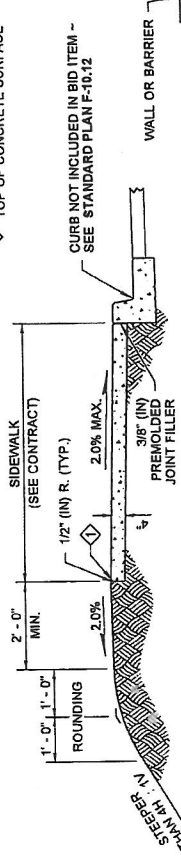
MONOLITHIC CEMENT CONCRETE CURB AND SIDEWALK

NOTE

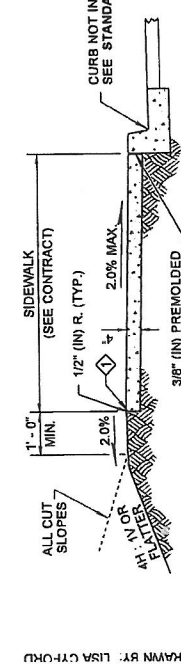
- Gratings, Access Covers, Junction Boxes, Cable Vaults, Pull Boxes and other appearances within the sidewalk must have slip resistant surfaces, be flush with surface, and match grade of the sidewalk.



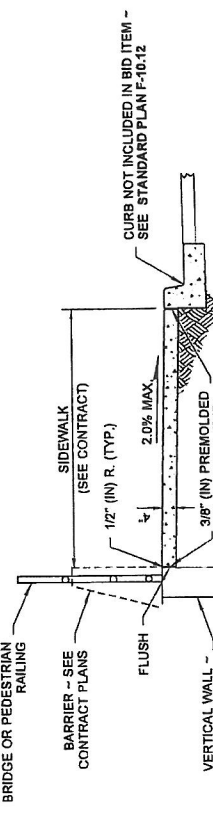
WITH RAISED EDGE



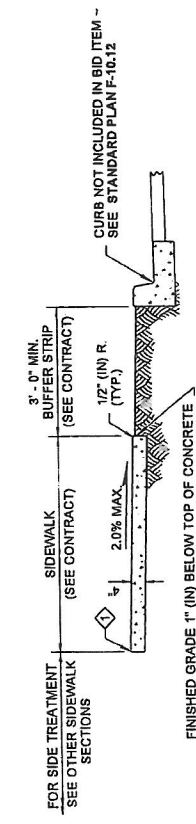
ADJACENT TO CURB (STEEP FILL SLOPES)



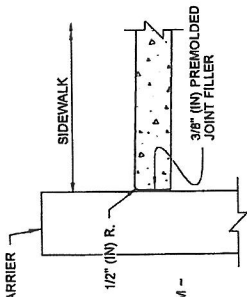
ADJACENT TO CURB



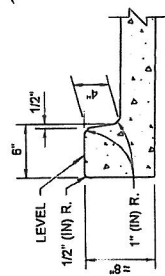
ADJACENT TO CURB AND RAILING OR WALL



ADJACENT TO BUFFER STRIP

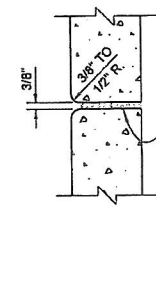


SIDEWALK ADJACENT TO WALL DETAIL

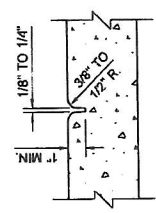


RAISED EDGE DETAIL

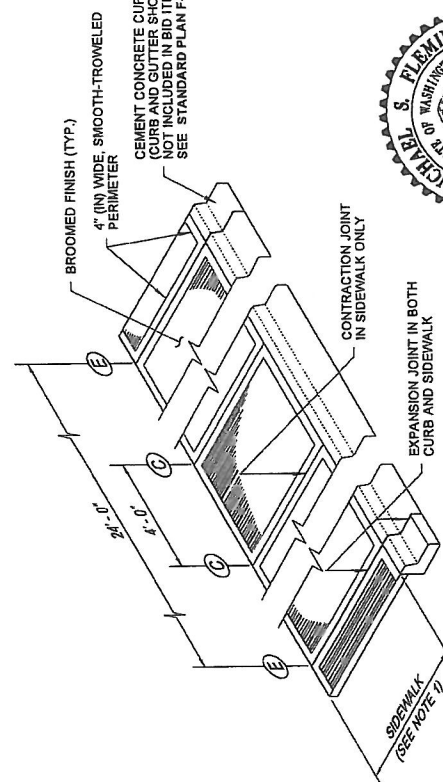
EXTEND SIDEWALK TRANSVERSE JOINTS TO INCLUDE RAISED EDGE



E EXPANSION JOINT



C CONTRACTION JOINT



ISOMETRIC VIEW JOINT AND FINISH DETAIL



Michael S. Fleming
Fleming
Cement Concrete
Sidewalk

Design signed by Michael S. Fleming
Date: 2020.09.24 07:40:16 07:00

STANDARD PLAN F-30.10-04

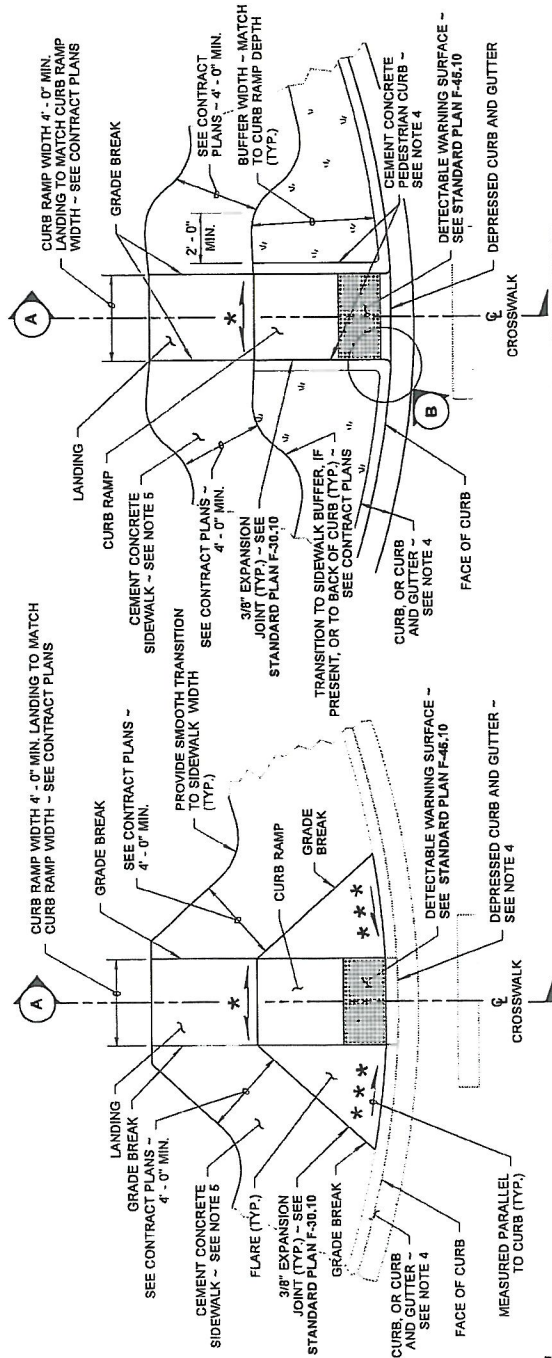
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Date: 2020.09.25
15:43:50 -0700
STATE DESIGN ENGINEER



NOTES

1. At marked crosswalks, the connection between the curb ramp and the road way must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in front of the Curb Ramp where it connects to the roadway.
4. See Contract Plans for the curb design specified. See Standard Plan F-10.12 for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See Standard Plan F-30.10 for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the Curb Ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the landing over a horizontal distance of 15 feet. Do not include the abutting landing in the 15-foot max. measurement.
8. Curb Ramps and Landings shall receive a broom finish. See Standard Specifications 8-14.
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will not be material to retain.



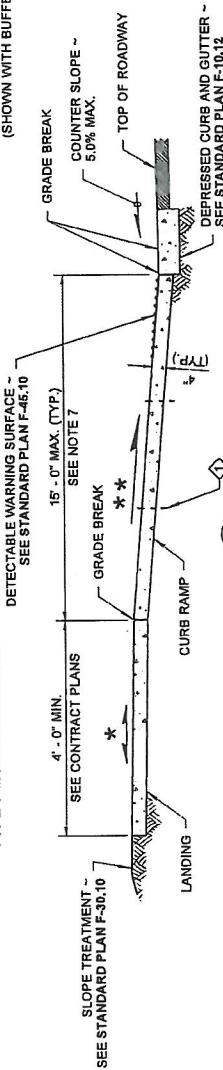
LEGEND

- SLOPE IN EITHER DIRECTION
- * 1.5% OR FLATTER RECOMMENDED FOR DESIGNFORMWORK (2% MAX.)
 - ** 7.5% OR FLATTER RECOMMENDED FOR DESIGNFORMWORK (8.3% MAX.)
 - *** 8.5% OR FLATTER RECOMMENDED FOR DESIGNFORMWORK (10% MAX.)

PLAN VIEW TYPE PERPENDICULAR B (SHOWN WITH BUFFER)

CONTRACTION JOINT (TYP.) - SEE STANDARD PLAN F-30.10 FOR CURB RAMP LENGTHS GREATER THAN 8'-0\"/>

PLAN VIEW TYPE PERPENDICULAR A



SECTION A

CEMENT CONCRETE CURB RAMP TYPE PERPENDICULAR "B" PAY LIMIT - SEE NOTE 6

CEMENT CONCRETE CURB RAMP TYPE PERPENDICULAR "A" PAY LIMIT - SEE NOTE 6

DETECTABLE WARNING SURFACE - SEE STANDARD PLAN F-46.10

* STAMPED PAVS
W/INS - PER SPECS
SEL

ISOMETRIC VIEW TYPE PERPENDICULAR A PAY LIMIT

ISOMETRIC VIEW TYPE PERPENDICULAR B PAY LIMIT

CURB RADIUS DETAIL B



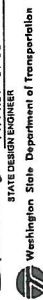
Digitally signed by R. Scott Zeller
Date: 2020.09.22 13:23:53 -0700

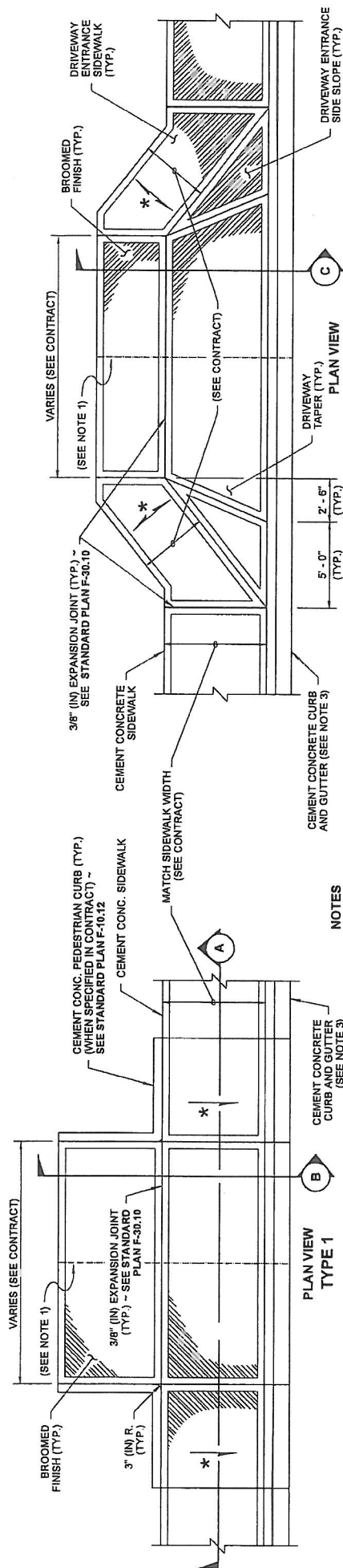
PERPENDICULAR CURB RAMP

STANDARD PLAN F-40.15-04

SHEET 1 OF 1 SHEET

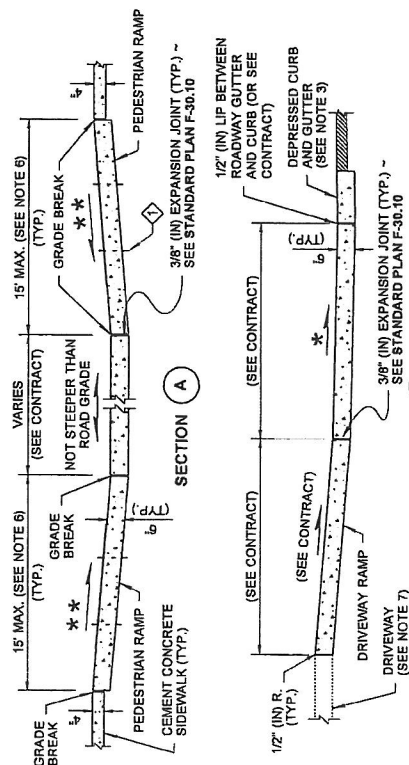
APPROVED FOR PUBLICATION
Date: 2020.09.25
144437-0700





NOTES

1. When the driveway width exceeds 15' (ft), construct a full depth expansion joint with 3/8" (in) joint filler along the driveway centerline. See Standard Plan F-30.10. Construct expansion joints parallel with the centerline as required at 15' (ft) maximum spacing when driveway widths exceed 30' (ft).
2. See Standard Plan F-30.10 for sidewalk details.
3. Curb and Gutter shown; see the Contract Plans for the curb design specified. See Standard Plan F-10.12 for Curb Details.
4. Avoid placing drainage structures, junction boxes or other obstructions in front of driveway entrances.
5. Where "GRADE BREAK" is called out, the entire length of the line between the two adjacent surface planes shall be flush.
6. The Pedestrian Ramp length is not required to exceed 15 feet (unless otherwise shown in the Contract Plans). When applying the 15-foot max. length (measured from back of sidewalk) the running slope of the pedestrian ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk over a horizontal distance of 15 feet.
7. Beyond limits shown. Pay item does not include driveway. See Contract Plans.

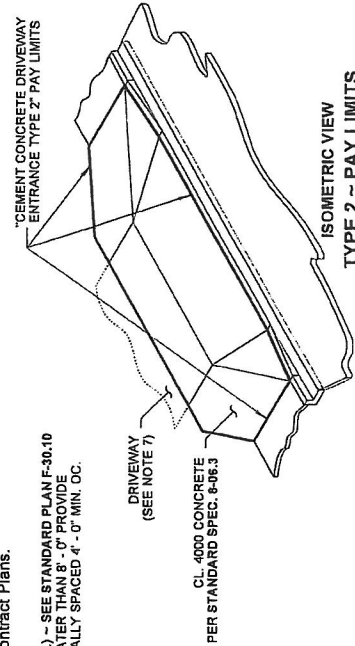
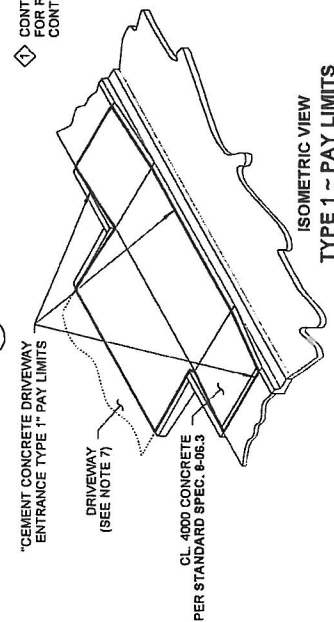


LEGEND

- SLOPE IN EITHER DIRECTION
- 1.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (2% MAX.)
- 7.5% OR FLATTER RECOMMENDED FOR DESIGN/FORMWORK (8.3% MAX.) (SEE NOTE 6)

CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 2 - PAY LIMITS

CONTRACTION JOINT (TYP.) - SEE STANDARD PLAN F-30.10 FOR RAMP LENGTHS GREATER THAN 8'-0" PROVIDE CONTRACTION JOINT EQUALLY SPACED 4'-0" MIN. OC.



Scott Zeller, SE
Jul 12 2016 4:26 PM

CEMENT CONCRETE DRIVEWAY ENTRANCE TYPES 1, 2, 3, & 4 STANDARD PLAN F-80.10-04

SHEET 1 OF 2 SHEETS

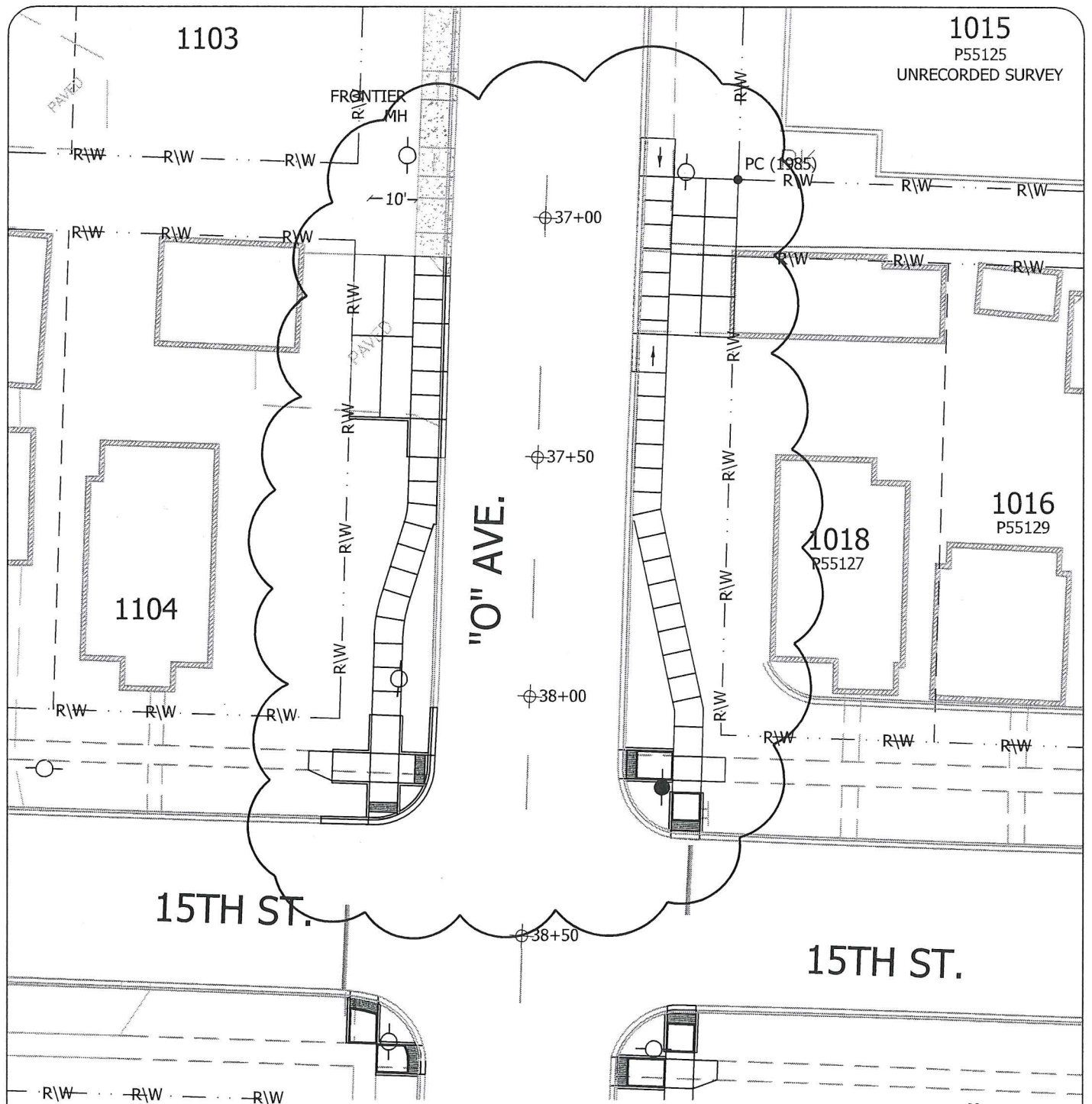
APPROVED FOR PUBLICATION
DATE: 07/12/2016
BY: [Signature]

STATE DESIGN ENGINEER

Washington State Department of Transportation

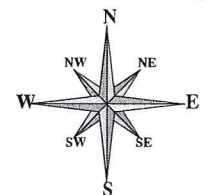
ISOMETRIC VIEW TYPE 1 - PAY LIMITS

ISOMETRIC VIEW TYPE 2 - PAY LIMITS



NOTE:

THIS MAP IS NOT SURVEY ACCURATE. THEREFORE THE DIMENSIONS SHOWN ARE CONSIDERED APPROXIMATE.



SCALE: 1" = 30'

SCALE: 1" = 30'

DRAWN BY: S.L VIA SITE VISIT.

FILE:

O AVENUE AND 15TH STREET SW IMPROVEMENT.DWG



O AVE SIDEWALK IMPROVEMENT

VICINITY MAP
O AVENUE BETWEEN
14TH AND 15TH STREET

1102
P55225

"O" AVE.

44+00

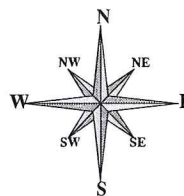
PC (2001)

17TH ST.

EX. SIDEWALK

44+50

INSTALL (2) 6'
SIDEWALK RAMPS



SCALE: 1" = 20'

NOTE:

THIS MAP IS NOT SURVEY ACCURATE. THEREFORE
THE DIMENSIONS SHOWN ARE CONSIDERED
APPROXIMATE.

SCALE: 1" = 20'

DRAWN BY: S.L VIA SITE VISIT.

FILE:

O AVENUE AND 17TH STREET SW IMPROVEMENT.DWG



O AVE SIDEWALK IMPROVEMENT

VICINITY MAP
O AVENUE AT 17TH STREET



City Council Agenda Bill

Meeting Date: September 25, 2023 **Agenda Item:** 5.d.

Agenda Item Title: Contract Modification: 2023 Waterline Replacements #23-039-WTR-001

Staff Contact(s): Andrew Rheume

<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 RAW Land Construction LLC in the amount of \$59,161.83, increasing the total contract price to \$1,136,936.80.

Background:

1. **Reason for Contract Change:** During the performance of the project, fractured and broken sections of asphalt along Kingsway adjacent to the water line trench needed to be replaced. In addition, additional work for bid items 18 & 19 was required due to the deficiencies in the existing 12" AC watermain. It was required to remove approximately 40 LF of the existing to allow for the tie-in of the new 12" DI watermain.
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 Kingsway in Skyline.
3. **Competitive Bidding:** On February 8, 2023 the City [solicited bids](#) for the subject project and on February 22, 2023 a bid opening was conducted and 8 bids were received. RAW Land Construction LLC was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$999,000.
4. **Key Terms:**
 - Contract is for a fixed price of \$1,136,936.80.

- Physical Completion achieved by September 30th, 2023.

Budget Impact:

Contractor	RAW Land Construction LLC
Original Agreement Amount	\$980,558.91
Modification 01 signed 6/1/2023	\$97,216.06
Current Agreement Amount	\$1,077,774.97
Change Per this Modification	\$59,161.83
Total After Modification	\$1,136,936.80
Total Sum Increase from Original Amount	15.95%
Earmarked Funds	\$1,400,000.00
BARS #	401.740.594.34.63
Paid on Contract as of 9/19/23	\$1,076,193.67
Budget Amendment Required?	No
Start Date	Inception
End Date	9/30/2023

Previous Action: Council approved Contract [23-039-WTR-001](#) at the [3/6/2023](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 23-039-WTR-001 with RAW Land Construction LLC in the amount of \$59,161.83, increasing the total contract price to \$1,136,936.80.

Alternative Actions: N/A

Attachments (listed in order presented):

1. 23-039-WTR-001 Mod 02



**Contract Number 23-039-WTR-001
MODIFICATION 02**

Date September 25, 2023
Page 1 of 1 Page

Contract Title 2023 Waterline Replacements
Contractor RAW Land Construction LLC

BACKGROUND

In accordance with Provisions 1-04.4 Changes, and 1-05.1 Control of Work as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2018, this modification provides an equitable price adjustment in consideration of changes in Work as described below under Article I. During the performance of the project fractured and broken sections of asphalt along Kingsway adjacent to the water line trench needed to be replaced. In addition, additional work for bid items 18 & 19 was required due to the deficiencies in the existing 12" AC watermain. It was required to remove approximately 40 LF of the existing to allow for the tie-in of the new 12" DI watermain. Accordingly, the contract price is increased from \$1,077,774.97 by \$59,161.83 to \$1,136,936.80, and the following changes are incorporated under this contract:

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

"The work as described above is hereby amended per Modification 02. The Contractor shall add additional work for bid items 18 & 19 due to the deficiencies found in the existing 12" AC watermain during the Work, as detailed in Exhibit C which is incorporated by reference and attached hereto. Contractor will remove approximately 40 LF of the existing to allow for the tie-in of the new 12" DI watermain. The Contractor will also perform the work required for added bid item #57 of 150 tons of "Miscellaneous Asphalt Repair" that is required to replace fractured and broken sections of asphalt along Kingsway adjacent to the water line trench that was discovered during the performance of the Work.

ARTICLE II. PRICE. The paragraph is hereby modified to read:

"The Total Contract Price is **One Million One Hundred Thirty-Six Thousand Nine Hundred Thirty-Six Dollars and Eighty Cents (\$1,136,936.80)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A. Per Modifications 01 and 02, the Contractor's bid schedule is modified as detailed in Exhibits B and C, which are incorporated by reference and attached hereto."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

RAW LAND CONSTRUCTION LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$980,558.91</u>	Original Contract Completion Date	<u>9/30/2023</u>
Current Agreement Amount	<u>\$1,077,774.97</u>	Current Contract Completion Date	<u>9/30/2023</u>
Change Per this Modification	<u>\$59,161.83</u>	Net Change	<u>0</u>
Total After Modification	<u>\$1,136,936.80</u>	Contract Completion Date After Change	<u>9/30/2023</u>



**CONTRACT 23-039-WTR-001
MODIFICATION 02
EXHIBIT C**

Additional work for bid items #18 and #19:

ITEM	DESCRIPTION	UNIT	LINE TOTAL
1	Excavator operator X 26 hours	\$78.80 / HR	\$2,048.80
2	Excavator under 15 tons X 26 hours	\$128.91 / HR	\$3,351.66
3	General Labor X 61 hours	\$56.80 / HR	\$3,464.80
4	Loader Operator X 10 hours	\$79.41 / HR	\$794.10
5	Loader X 10 hours	\$128.91 / HR	\$1,289.10
6	Dump truck driver X 20 hours	\$70.86 / HR	\$1,417.20
7	Dump truck X 20 hours	\$123.64 / HR	\$2,472.80
8	Waterline parts X 1	\$5,706.82 / LS	\$5,706.82
9	Light plant rental X 1	\$209.67 / LS	\$209.67
10	Saw cutting X 80LF	\$1.50 / LF	\$120.00
11	Labor markup 29% of \$7,724.90	29%	\$2,240.22
12	Equipment markup 21% of \$7,113.56	21%	\$1,493.84
13	Materials markup 21% of 6,036.49	21%	\$1,267.66
SUBTOTAL			\$25,876.68
SALES TAX 8.8 %			\$2,277.15
TOTAL			\$28,153.83

Added bid item #57:

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
57	150	TN	Miscellaneous Asphalt Repair	At \$190.00 Per Ton	<u>\$28,500.00</u>
				SUBTOTAL	\$28,500.00
				SALES TAX (8.8%)	\$2,508.00
				TOTAL BID	\$31,008.00



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 6.a.
25, 2023

Agenda Item Title: Capital Facilities Plan (CFP) 2023-2028 Amendment - Q Avenue Crossings

Staff Contact(s): STEVE HOGLUND, TIM HOHMANN, LIBBY GRAGE

Approved for Submittal to Council by **Action Type**
GREG FRANCIOCH Public Hearing

Item Summary: A public hearing for the proposed action of amending the City's Capital Facilities Plan to add the "Q Avenue Pedestrian Crossings" (2024 for design and 2025 for construction). The project will improve pedestrian crossings at the 13th Street and Q Avenue intersection and mid-block crossing at the Safeway entrance east of 12th Street, including marked crosswalks and enhancements, and a separated paved trail. Citizens attending the hearing have the right to provide written and oral comments and ask questions.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Q Ave. Vicinity Map
2. Q Avenue TIP Sheet



1005

915 913

1017

910

1015

1019

11TH ST

911

1119

1207

Anthony's
Restaurant

Safeway

Q AVE

13TH ST

909

1301

1319



"Q" Avenue Pedestrian Crossings

0 25 50 100 Feet

Aerial photo Jul 2021

Page 44 of 85

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Anacortes

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	9	Q Avenue Pedestrian Crossings Q Avenue 13th Street to 12th Street/Safeway Entrance Improve pedestrian crossings at 13th Street and Q Avenue intersection and midblock crossing at Safeway entrance, east of 12th Street. Project includes: marked crosswalks and enhancements; and a paved, separated trail.	WA-15131	09/25/23	09/25/23			21		0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	CRP(US)	46,000		0	7,180	53,180
S	CN	2025	TA(US)	62,000		0	9,692	71,692
S	CN	2025	CRP(US)	334,000		0	52,128	386,128
Totals				442,000		0	69,000	511,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	46,000	0	0	0
CN	0	0	457,820	0	0
Totals	0	46,000	457,820	0	0



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 7.a.
25, 2023

Agenda Item Title: Ordinance 4060: 2023 - 2028 CFP Amendment

Staff Contact(s): TIM HOHMANN, LIBBY GRAGE, STEVE HOGLUND

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

Item Summary: Q Avenue pedestrian improvements are being added to the 2024 and 2025 years of the current 2023 - 2028 CFP. The project needs to be added to the CFP in order for the application process to proceed.

Budget Impact:
53,000 in FY 2024; 458,000 in FY 2025

Previous Action: At the [12/5/2022](#) meeting, the City Council adopted [Ordinance 4033 - 2023-2028 CFP](#). Public notice was published on the [City website](#) and the City Newspaper on 9/13/23 and 9/20/23 advertising a public hearing on the CFP amendment.

Recommended Motion: I move to approve ordinance 4060 authorizing an amendment to the 2023-2028 CFP.

Alternative Actions: Do not approve advise staff as to next steps.

Attachments (listed in order presented):

1. Ordinance 4060 CFP amendment ppt
2. Ordinance 4060 Amending 2023-2028 CFP

Capital Facilities Plan

Amending Ordinance 4060

Amending the CFP

- The CFP may be amended but it needs to be in conjunction with the City budget amendment.
- AMC 19.16.030(C) requires:
 - Public Hearing to amend the CFP
 - 2 week notice of Public Hearing
 - Consistency with City budget
- Comment period is open
 - Comments can be made to Finance Director or the Planning Manager
 - steveh@cityofanacortes.org, libbyB@cityofanacortes.org

Original Transportation CFP

- Adopted CFP does not include Q Avenue Pedestrian Improvements.
- This opportunity arose in the current year, and was added to the 2024-2029 CFP.
- The project needs to be included in the current CFP to start the grant application process

2023 - 2028 Capital Facilities Plan - Adopted	2023	2024	2025	2026	2027	2028
Transportation - South Commercial Avenue Corridor Plan - Phase 2	0	0	20,000,000	20,000,000	20,000,000	0
Transportation - Annual Pavement Maintenance	2,400,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Transportation - Fidalgo Bay Road Reconstruction	0	0	1,000,000	0	8,500,000	0
Transportation - R Avenue Safety and Mobility Improvements	5,427,164	0	0	0	0	0
Transportation - Guemes Channel Trail Phases II & VI	0	0	0	0	3,500,000	0
Transportation - South March Point Road Reconstruction	0	0	0	0	2,550,000	0
Transportation - 17th Street Q Ave Intersection	0	0	2,000,000	0	0	0
Transportation - South Commercial Avenue Corridor Plan -- Phase I	500,000	1,500,000	0	0	0	0
Transportation - Kansas Ave	0	0	0	0	1,200,000	0
Transportation - Sidewalk and Trip Hazard Repairs	200,000	200,000	200,000	200,000	200,000	200,000
Transportation - 12th Street and K Avenue Intersection	0	0	0	0	1,000,000	0
Transportation - SR 20 Spur (Oakes Ave) Sidewalk Improvements	0	0	0	1,000,000	0	0
Transportation - ADA Ramps	105,000	110,000	115,000	120,000	125,000	130,000
Transportation - H Avenue ACFL Multimodal Connector	200,000	0	0	0	0	0
Transportation - Non-Motorized Improvements	10,500	11,000	11,500	12,000	12,600	13,230
	8,842,664	3,621,000	25,126,500	23,132,000	38,887,600	2,143,230
	101,752,994					

Amended Transportation CFP

- This opportunity arose in the current year, and was added to the 2024-2029 CFP.
- The project needs to be included in the current CFP to start the grant application process

2023 - 2028 Capital Facilities Plan - Amended	2023	2024	2025	2026	2027	2028
Transportation - Q Avenue Pedestrian Improvement		53,000	458,000			
Transportation - South Commercial Avenue Corridor Plan - Phase 2	0	0	20,000,000	20,000,000	20,000,000	0
Transportation - Annual Pavement Maintenance	2,400,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Transportation - Fidalgo Bay Road Reconstruction	0	0	1,000,000	0	8,500,000	0
Transportation - R Avenue Safety and Mobility Improvements	5,427,164	0	0	0	0	0
Transportation - Guemes Channel Trail Phases II & VI	0	0	0	0	3,500,000	0
Transportation - South March Point Road Reconstruction	0	0	0	0	2,550,000	0
Transportation - 17th Street Q Ave Intersection	0	0	2,000,000	0	0	0
Transportation - South Commercial Avenue Corridor Plan -- Phase I	500,000	1,500,000	0	0	0	0
Transportation - Kansas Ave	0	0	0	0	1,200,000	0
Transportation - Sidewalk and Trip Hazard Repairs	200,000	200,000	200,000	200,000	200,000	200,000
Transportation - 12th Street and K Avenue Intersection	0	0	0	0	1,000,000	0
Transportation - SR 20 Spur (Oakes Ave) Sidewalk Improvements	0	0	0	1,000,000	0	0
Transportation - ADA Ramps	105,000	110,000	115,000	120,000	125,000	130,000
Transportation - H Avenue ACFL Multimodal Connector	200,000	0	0	0	0	0
Transportation - Non-Motorized Improvements	10,500	11,000	11,500	12,000	12,600	13,230
	8,842,664	3,674,000	25,584,500	23,132,000	38,887,600	2,143,230
						102,263,994

2023 - 2028 Capital Facilities Plan - Amended Resources		
Surface Transportation Program (STP) Grant	45,845	396,170
City Match (13.5%) REET 2	7,155	61,830
	53,000	458,000

ORDINANCE NO. 4060
AN ORDINANCE AMENDING ORDINANCE NO. 4033 ENTITLED "AN ORDINANCE ADOPTING THE CAPITAL
FACILITIES PLAN (CFP) FOR THE 6-YEAR PERIOD 2023-2028

WHEREAS, RCW 36.70A.070(3) requires jurisdictions operating under the Growth Management Act to include a capital facilities element in their comprehensive plan, which the City of Anacortes is, and does, so therefore needs to amend the Capital Facilities Plan (CFP) in conjunction with the City Budget, and

WHEREAS, in advocating the City's business an opportunity to obtain grant resources has come up that would allow construction of the project titled: Q avenue Pedestrian Crossings, and

WHEREAS, the project will improve pedestrian crossings at the 13th Street and Q Avenue intersection, and create a midblock crossing at the Safeway entrance, east of 12th Street; the project includes marked crosswalks and enhancements; and a paved, separated trail, and

WHEREAS, the referenced project would be added to the 2nd year of the CFP, that is in budget year 2024, in the Transportation section of the CFP.

NOW, Therefore be it ordained by the City Council of the City of Anacortes, Washington:

Ordinance No. 4033 dated December 5, 2022 adopting the Capital Facilities Plan for the six year period 2023 – 2028 is hereby amended to reflect the following revisions to expenditures and revenues in the Parks Department:

- The Transportation section will add Q Avenue Pedestrian Crossings to budget year 2024 of the CFP at an estimated cost of \$53,000 for design;
- The Transportation section will add Q Avenue Pedestrian Crossings to budget year 2025 of the CFP at an estimated cost of \$458,000 for construction.

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

PASSED AND APPROVED this 25th day of September, 2023
CITY OF ANACORTES, WASHINGTON

BY:

Matt Miller, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund, City Clerk

Darcy J. Swetnam, WSBA # 40530

City Attorney



City Council Agenda Bill

Meeting Date: September 25, 2023 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4059: 3rd Quarter Budget Amendment

Staff Contact(s): STEVE HOGLUND

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

Item Summary: Third quarter budget amendment that will accompany the Capital Facilities Plan amendment, Ordinance 4060.

Budget Impact:
\$350,395

Previous Action: [December 5, 2022 Ordinance 4034](#) adopting 2023 budget; [April 17, 2023 Ordinance 4048](#) adopting first quarter budget amendment; [July 24, 2023 Ordinance 4053](#) adopting 2nd quarter budget amendment.

Recommended Motion: I move to approve ordinance 4059 authorizing the 3rd quarter budget amendment.

Alternative Actions: Do not approve direct staff as to next steps

Attachments (listed in order presented):

1. Amending ordinance 4059 3Q23

ORDINANCE 4059

AN ORDINANCE AMENDING ORDINANCE NO. 4034 ADOPTED ON DECEMBER 5, 2022, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2023"

WHEREAS, Ordinance 4034 was adopted on December 5, 2022, that established the annual budget for fiscal year 2023, and

WHEREAS, a study on replacing the Ship Harbor walkway was not anticipated at the time of budget development, and

WHEREAS, the Water Utility has identified a need for a modification to the existing contract with HDR that is developing the lead and copper sampling plan, and

WHEREAS, there has been some carry over work on the 32nd and M roundabout project from the prior year that is fully grant reimbursable that was not anticipated at the time of budget development, and

WHEREAS, a water leak on the third floor of City Hall flowed down into Information Technology division spaces requiring the replacement of equipment and extensive cleanup and restoration work, which was paid for by insurance coverage, and

WHEREAS, voter registration costs paid to the County for the City's share of those costs generally are higher every other year due to more widespread election activity and the corresponding Budgeting, Accounting, and Reporting System number did not properly translate from the general ledger to the OpenGov module, and therefore does not contain sufficient budget, and

WHEREAS, the City would like to initiate the contract with SoftResources, adopted by City Council on September 18, 2023, in the amount of \$27,800 for the current year to start the preparatory work for the Enterprise Resource Planning (ERP) system transition, which was not anticipated at the time of budget development, and will be applied to the departments that primarily benefit from the ERP system.

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

Section 1. Ordinance No. 4034 dated December 5, 2022, adopting the Budget for all Municipal purposes and Uses for the fiscal year 2023 is hereby amended to reflect the aforementioned revisions to expenditures and revenues in the following areas:

BARS #	Description	Expense	Revenue
108.410.594.76.60	Geo Engineers, Ship Harbor walkway study	9,000	
108.410.308.90.00	Fund Balance		9,000
401.730.354.10.41	HDR Contract Mod Lead and Copper Sampling Plan	87,230	
401.000.308.10.00	Fund Balance		87,230
105.720.595.30.63	32nd and M	75,000	
105.720.333.20.20	DOT Grant		75,000

001.220.518.80.35	Replacement IT equipment, water damage	32,361	
001.000.398.00.00	Insurance recovery		32,361
001.713.518.30.41	Servepro water cleanup	37,004	
001.000.398.00.00	Insurance recovery		37,004
001.110.514.90.41	Voter registration costs	82,000	
001.000.308.90.00	Fund Balance		82,000
001.210.514.20.41	SoftResources 27,800 (includes travel costs)	3,475	
001.220.518.80.41	DIS	3,475	
001.230.518.10.41	HR	3,475	
001.000.308.90.00	Fund Balance		10,425
401.711.534.00.41	Water Pro Svcs	3,475	
401.000.308.10.00	Fund Balance		3,475
440.711.535.00.41	Wastewater Pro Svcs	3,475	
440.000.308.80.00	Fund Balance		3,475
445.711.531.00.41	Storm Pro Svcs	3,475	
445.000.308.80.00	Fund Balance		
450.780.537.10.41	Solid Waste Pro Svcs	3,475	
450.000.308.80.00	Fund Balance		3,475
501.790.548.31.41	ERR Pro Svcs	3,475	
501.790.308.80.00	Fund Balance		3,475

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 25th day of September, 2023.

CITY OF ANACORTES, WASHINGTON

BY: _____
Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: September 25, 2023 **Agenda Item:** 7.c.

Agenda Item Title: 3rd Quarter Finance Update

Staff Contact(s): STEVE HOGLUND

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

Item Summary: Third Quarter update for the Finance Department. Most revenue and expenditure streams are meeting expectations, with the exception of Utility Tax on public utilities, which is tracking at 13% below budget, and the same amount under prior year.

Budget Impact:
NA

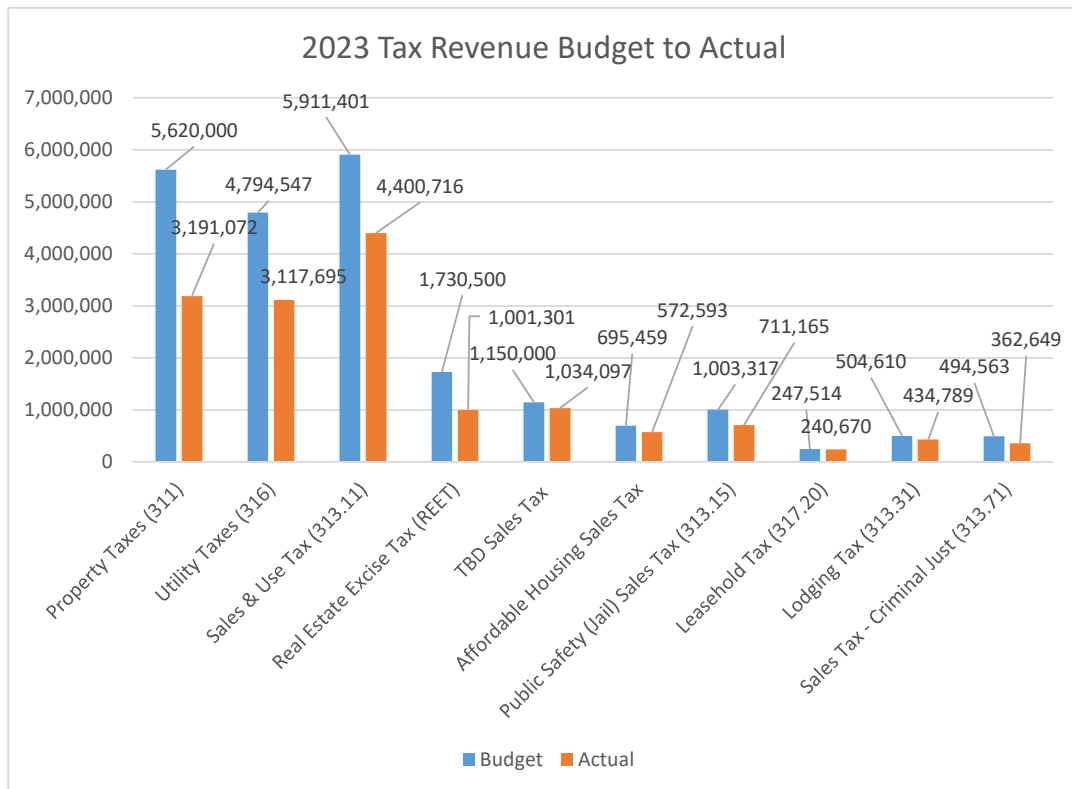
Previous Action: December 5 2023 budget ordinance adopted; April 24, 2023 1st quarter budget update; July 24, 2023 2nd quarter budget update.

Recommended Motion: NA

Alternative Actions: NA

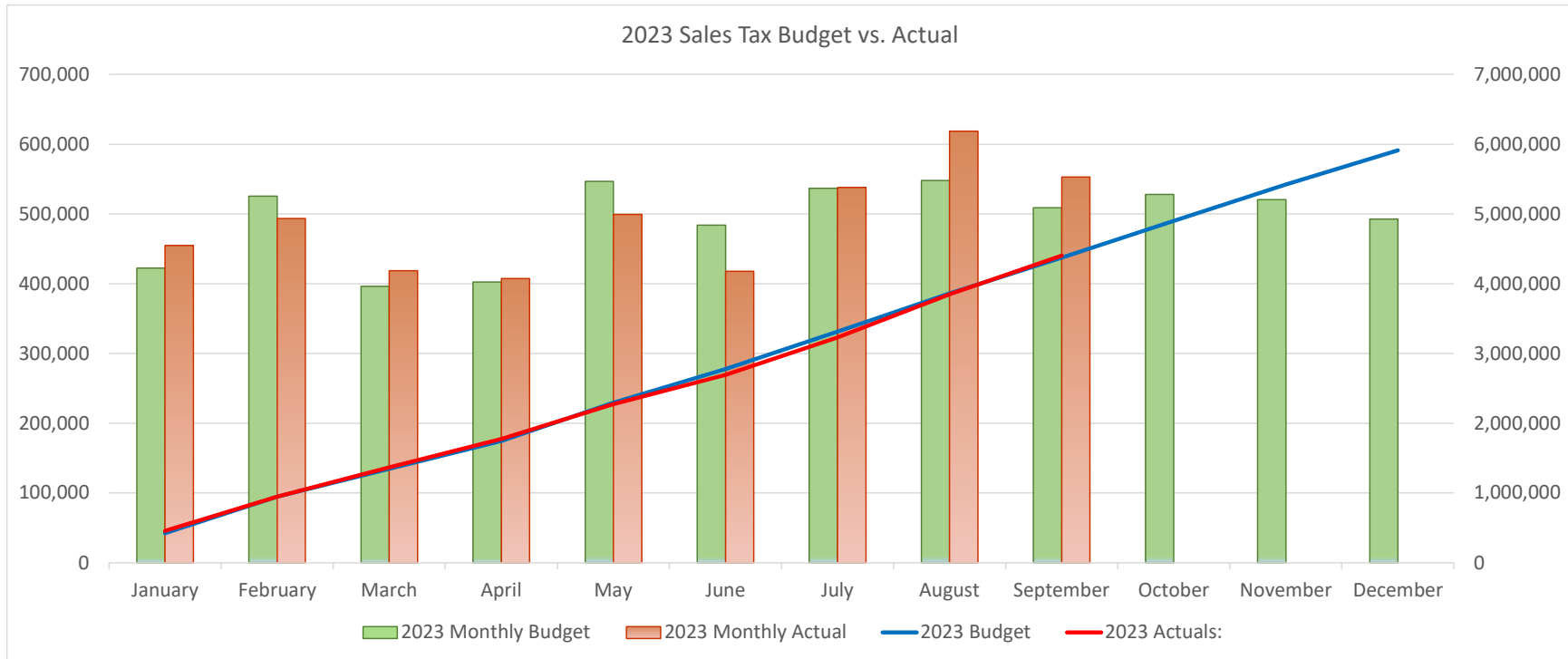
Attachments (listed in order presented):

1. 9.25.23 Council 3Q23

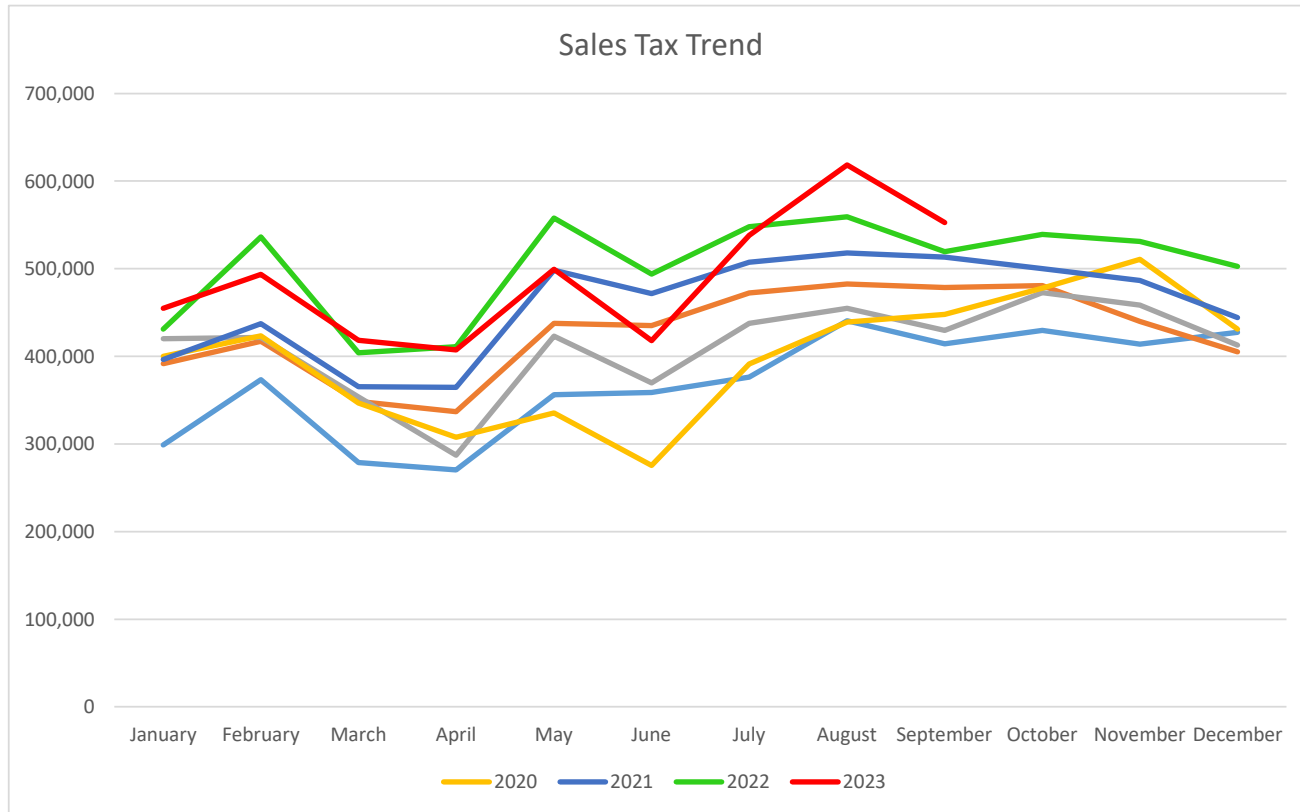


		% through the year		66.7%
Taxes		Budget	Actual	August 2023
A	Property Taxes (311)	5,620,000	3,191,072	56.8%
B	Utility Taxes (316)	4,794,547	3,117,695	65.0%
C	Sales & Use Tax (313.11)	5,911,401	4,400,716	74.4%
D	Real Estate Excise Tax (REET)	1,730,500	1,001,301	57.9%
E	TBD Sales Tax	1,150,000	1,034,097	89.9%
F	Affordable Housing Sales Tax	695,459	572,593	82.3%
G	Public Safety (Jail) Sales Tax (313.15)	1,003,317	711,165	70.9%
H	Leasehold Tax (317.20)	247,514	240,670	97.2%
I	Lodging Tax (313.31)	504,610	434,789	86.2%
J	Sales Tax - Criminal Just (313.71)	494,563	362,649	73.3%
Totals Taxes:		22,151,911	15,066,748	68.0%

- A.** Property Tax, the largest tax revenue stream of the City. Unrestricted, can be used for the general operation of the City.
- B.** Utility Tax, combined private and public utility tax revenue streams. Unrestricted, can be used for the general operation of the City.
- C.** Total rate of 8.8%, 6.5% goes to the State. Unrestricted, can be used for the general operation of the City.
- D.** REET restricted per RCW 82.46.10, and 82.46.35
- E.** 2/10ths of 1% voted sales tax restricted to maintain city roadways.
- F.** 1/10th of 1% voted sales tax restricted to provide affordable housing services to certain low income citizens.
- G.** 3/10ths of 1% voted sales tax restricted to help pay for the County Jail.
- H.** Leasehold Tax is in lieu of property tax collected on leased property. Can be used for the general operation of the City.
- I.** Lodging Tax restricted to promotion and operation of tourism related events.
- J.** 1/10th of 1% sales tax that goes to the County and redistributed back to the City on a per



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	422,258	947,570	1,343,607	1,746,207	2,292,843	2,776,619	3,313,516	3,861,428	4,370,374	4,898,573	5,418,913	5,911,401
2023 Actuals:	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254	3,847,874	4,400,716			
Year to budget amount:	32,720	773	23,175	27,956	-19,479	-85,389	-84,262	-13,554	30,342	-4,898,573	-5,418,913	-5,911,401
Year to budget %:	7.7%	0.1%	1.7%	1.6%	-0.8%	-3.1%	-2.5%	-0.4%	0.7%			
2023 Monthly Budget	422,258	525,313	396,037	402,600	546,635	483,776	536,898	547,911	508,947	528,199	520,340	492,488
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843			
Month to budget	7.7%	-6.1%	5.7%	1.2%	-8.7%	-13.6%	0.2%	12.9%	8.6%	-100.0%	-100.0%	-100.0%
Month to prior year:	5.6%	-8.0%	3.5%	-0.9%	-10.5%	-15.4%	-1.8%	10.6%	6.4%			
2022 Monthly Actual	430,965	536,144	404,203	410,901	557,907	493,751	547,968	559,209	519,441	539,090	531,069	502,643



	2017	2018	2019	2020	2021	2022	2023
January	298,921	391,598	420,175	400,099	396,463	430,965	454,978
February	373,446	417,159	421,673	423,337	437,146	536,144	493,366
March	278,816	348,395	353,636	346,823	365,464	404,203	418,439
April	270,333	336,990	287,158	307,729	364,730	410,901	407,381
May	356,187	437,549	422,952	335,461	498,122	557,907	499,200
June	358,896	435,146	369,676	275,574	471,508	493,751	417,866
July	376,437	472,366	437,794	391,368	507,387	547,968	538,024
August	440,609	482,490	454,723	439,209	518,037	559,209	618,620
September	414,095	478,476	429,701	447,841	513,138	519,441	552,843
October	429,664	480,657	472,714	477,759	500,010	539,090	
November	413,760	439,992	458,568	510,712	486,642	531,069	
December	427,580	405,194	412,861	431,157	444,329	502,643	
Total	4,438,743	5,126,010	4,941,631	4,787,068	5,502,976	6,033,290	4,400,716
Jan-Aug History:	2,753,644	3,321,692	3,167,786	2,919,599	3,558,857	3,941,047	3,847,874
YTD Change from prior year		20.6%	-4.6%	-7.8%	21.9%	10.7%	-2.4%

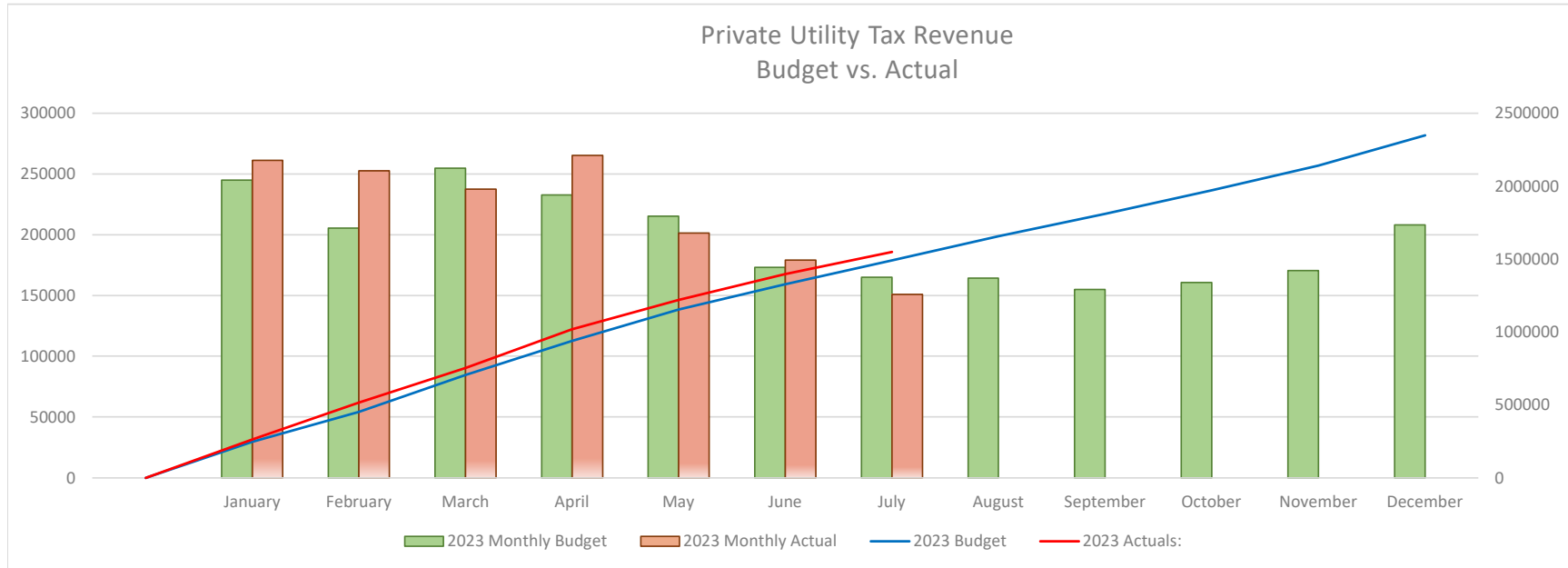
Private Utility Tax, assessed against the gross charges of privately owned utilities:

Cable TV - 7%

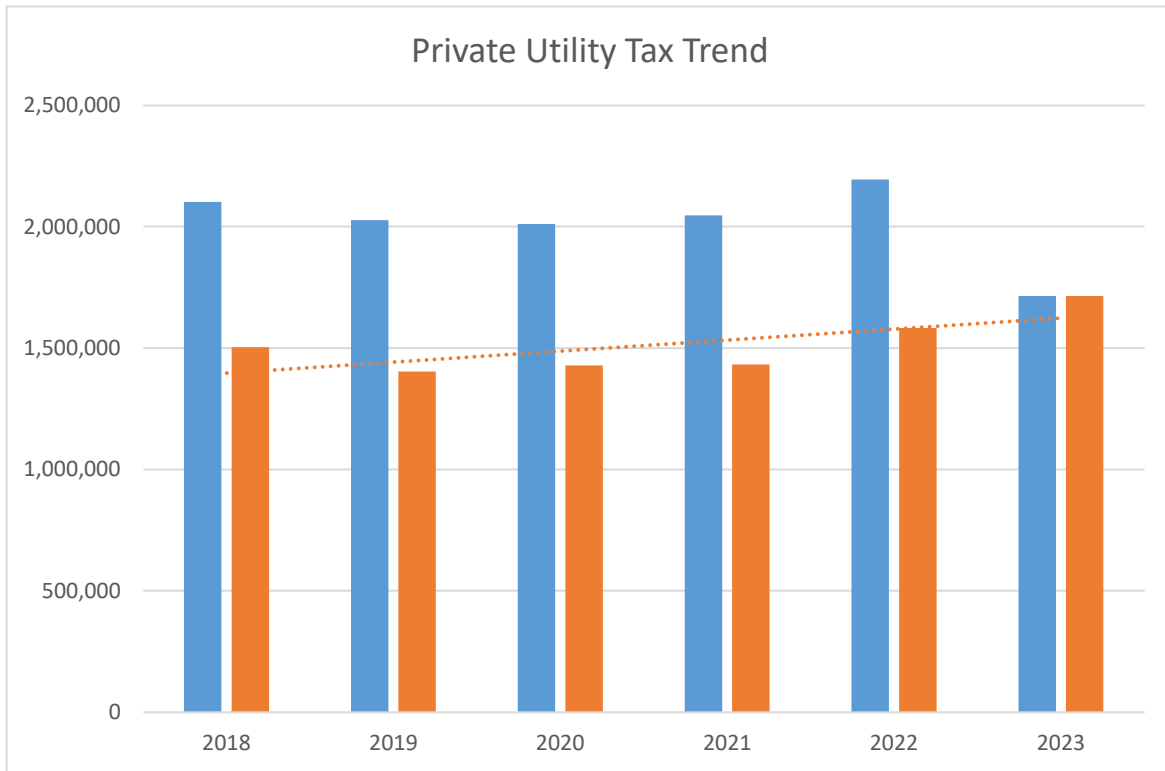
Natural Gas - 6%

Electricity - 6%

Telephone (cell and landline) - 6%



	January	February	March	April	May	June	July	August	September	October	November	December	0.07
2023 Budget	244,805	450,287	705,129	937,782	1,152,919	1,326,107	1,491,071	1,655,299	1,810,251	1,970,898	2,141,346	2,349,328	
2023 Actuals:	261,361	514,121	751,805	1,017,104	1,218,507	1,397,658	1,548,666						
YTD BVA	16,556	63,834	46,677	79,322	65,588	71,551	57,594						
Year to budget:	6.8%	14.2%	6.6%	8.5%	5.7%	5.4%	3.9%						
2023 Monthly Budget	244,805	205,482	254,841	232,653	215,137	173,189	164,964	164,227	154,952	160,647	170,448	207,982	
2023 Monthly Actual	261,361	252,759	237,685	265,299	201,403	179,151	151,008						
Month % change:	16.0%	-2.4%	13.4%	19.3%	4.0%	5.5%	-6.0%						
2022 Total:	225,393	259,099	209,601	222,309	193,623	169,743	160,672	142,167	139,069	142,916	134,304	195,300	2,194,197.24



	2018	2019	2020	2021	2022	2023
January	237,503	203,068	202,313	210,833	225,393	261,361
February	216,387	192,484	219,178	203,490	259,099	252,759
March	207,311	210,623	193,011	195,627	209,601	237,685
April	214,587	200,246	202,350	205,790	222,309	265,299
May	179,620	156,765	180,309	186,862	193,623	201,403
June	161,189	154,311	141,553	146,662	169,743	179,151
July	133,295	149,919	148,136	142,908	160,672	165,304
August	154,113	135,620	141,887	140,856	142,167	151,008
September	139,734	132,439	131,839	135,977	139,069	
October	145,677	137,959	132,075	144,220	142,916	
November	148,286	144,836	146,404	154,306	134,304	
December	163,852	209,136	172,431	178,539	195,300	
Total	2,101,552	2,027,405	2,011,485	2,046,070	2,194,197	1,713,969
Jan - Aug	1,504,003	1,403,036	1,428,736	1,433,028	1,582,608	1,713,969
Change to prior YTD		-6.7%	1.8%	0.3%	10.4%	8.3%

Public Utility Tax, assessed against the gross charges of City owned utilities:

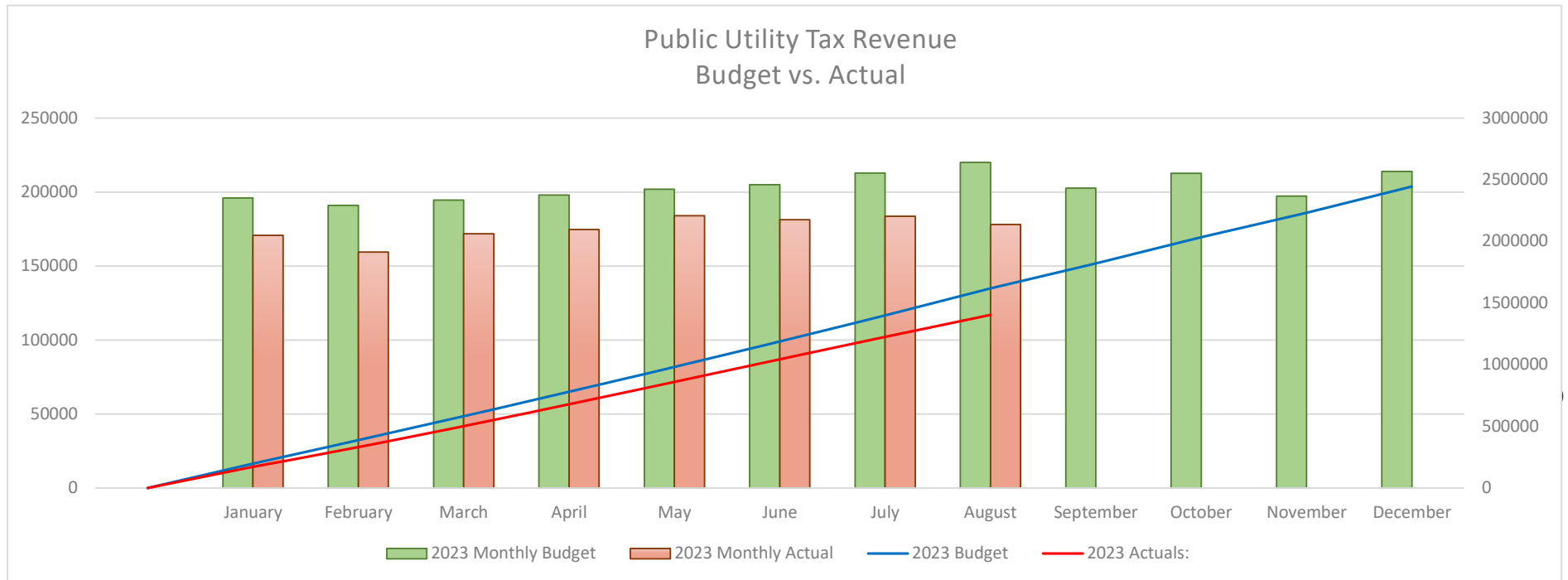
Water - 7%

Sanitary Sewer - 7%

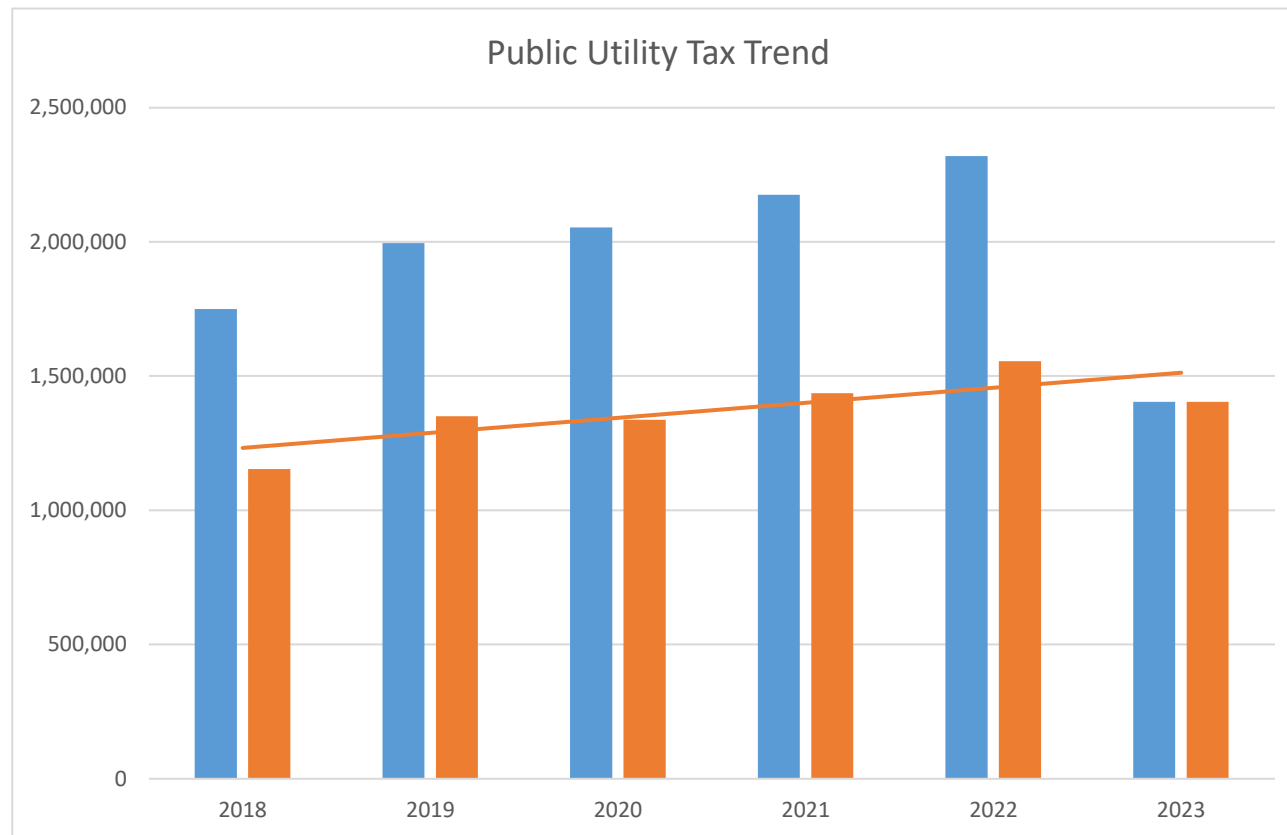
Storm Sewer - 7%

Solid Waste - 8.4% (Washington State also imposes a 3.6% tax)

Recycling - 12%

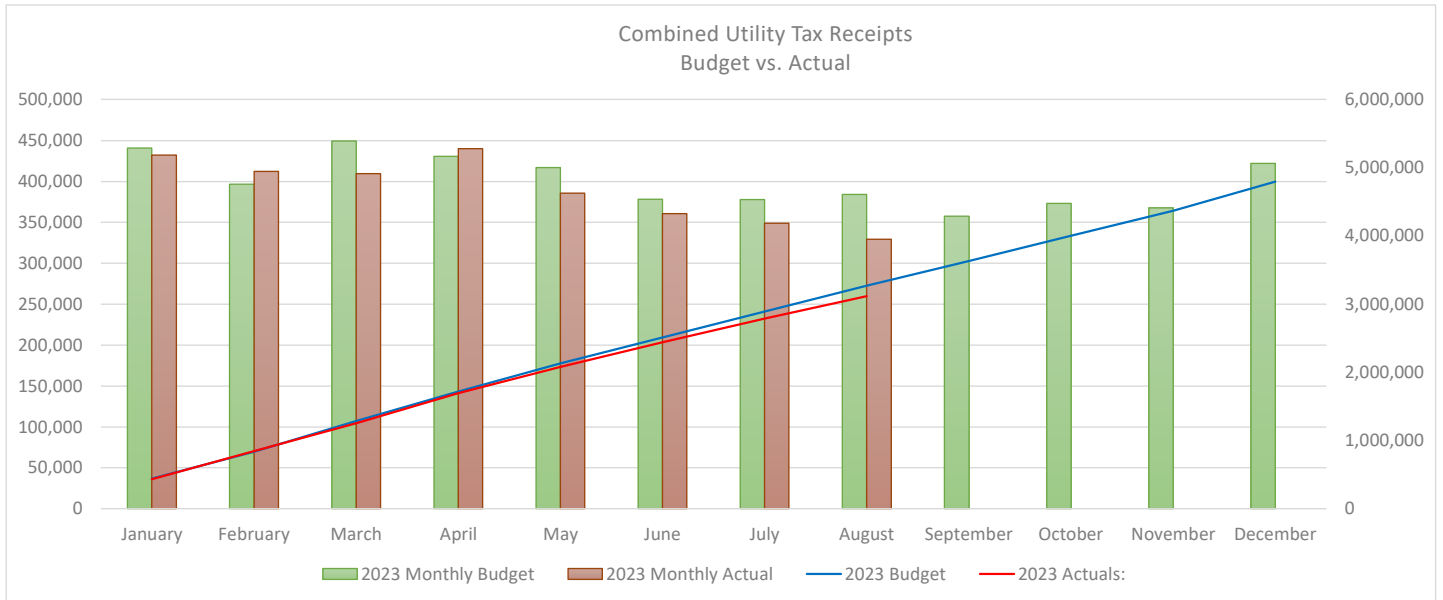


	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	195,907	386,803	581,372	779,329	981,226	1,186,105	1,398,885	1,618,822	1,821,450	2,034,033	2,231,315	2,445,219
2023 Actuals:	170,830	330,231	502,033	676,647	860,653	1,042,011	1,225,663	1,403,726				
YTD BVA	-25,077	-56,572	-79,339	-102,682	-120,574	-144,094	-173,222	-215,097				
Year to budget:	-12.8%	-14.6%	-13.6%	-13.2%	-12.3%	-12.1%	-12.4%	-13.3%				
2023 Monthly Budget	195,907	190,896	194,569	197,957	201,897	204,879	212,780	219,937	202,628	212,583	197,282	213,904
2023 Monthly Actual	170,830	159,401	171,802	174,614	184,006	181,358	183,652	178,063				
Month % change:	-14.1%	-12.2%	-17.2%	-8.1%	-3.0%	-2.8%	-5.6%	-13.7%				
2022 Total:	198,864	181,496	207,367	190,051	189,610	186,552	194,505	206,351	189,285	195,719	179,497	199,320

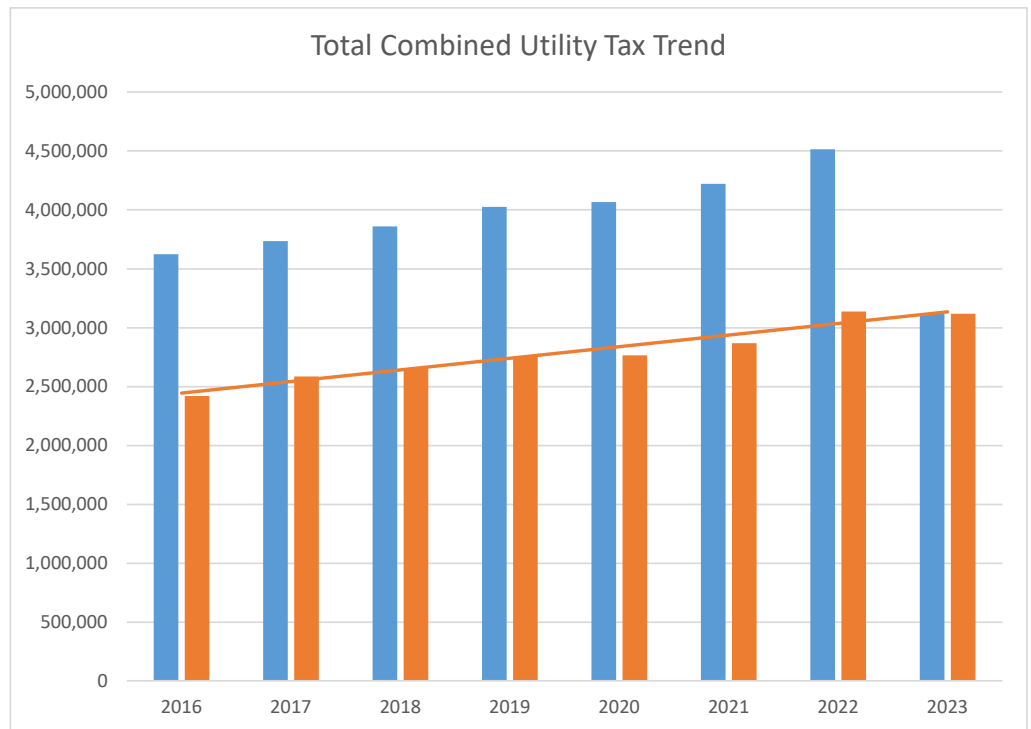


	2018	2019	2020	2021	2022	2023
January	136,012	169,706	166,039	166,845	198,864	170,830
February	136,725	156,981	164,195	163,954	181,496	159,401
March	136,985	159,656	161,558	176,574	207,367	171,802
April	139,355	159,659	164,608	182,475	190,051	174,614
May	139,902	174,565	167,864	176,085	189,610	184,006
June	146,134	174,048	166,318	181,104	186,552	181,358
July	148,868	175,780	167,981	202,195	194,505	183,652
August	169,702	179,595	178,523	186,416	206,351	178,063
September	150,015	143,733	176,387	190,675	189,285	
October	146,576	170,022	192,061	185,113	195,719	
November	151,565	153,202	160,687	176,047	179,497	
December	147,917	178,279	186,553	186,811	199,320	

Total	1,749,757	1,995,225	2,052,775	2,174,294	2,318,616	1,403,726
Jan - August	1,153,683	1,349,989	1,337,087	1,435,647	1,554,796	1,403,726
Change to prior YTD		17.0%	-1.0%	7.4%	8.3%	-9.7%



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	440,713	837,090	1,286,501	1,717,111	2,134,145	2,512,212	2,889,957	3,274,121	3,631,700	4,004,931	4,372,661	4,794,547
2023 Actuals:	432,192	844,352	1,253,839	1,693,751	2,079,160	2,439,669	2,788,625	3,117,695				
YTD BVA	-8,521	7,262	-32,662	-23,360	-54,985	-72,543	-101,332	-156,426				
Year to budget:	-1.9%	0.9%	-2.5%	-1.4%	-2.6%	-2.9%	-3.5%	-4.8%				
2023 Monthly Budget	440,713	396,377	449,411	430,610	417,034	378,067	377,744	384,164	357,580	373,230	367,730	421,886
2023 Monthly Actual	432,192	412,160	409,487	439,912	385,409	360,509	348,956	329,071				
Month % change:	1.9%	-6.5%	-1.8%	6.7%	0.6%	6.8%	-1.8%	-5.6%				
2022 Total:	424,257	440,595	416,968	412,360	383,234	337,661	355,177	348,518	328,355	338,635	313,800	394,620



	2016	2017	2018	2019	2020	2021	2022	2023
January	269,357	305,477	373,515	372,774	368,352	377,678	424,257	432,192
February	381,609	406,056	353,112	306,609	383,373	367,444	440,595	412,160
March	281,559	336,829	344,296	379,289	354,568	372,201	416,968	409,487
April	339,263	339,444	306,609	393,751	366,958	388,265	412,360	439,912
May	328,761	308,905	366,853	331,330	348,173	362,947	383,234	385,409
June	277,213	275,798	307,323	328,359	307,871	327,766	356,295	360,509
July	256,921	305,388	282,163	325,699	316,117	345,102	355,177	348,956
August	285,519	306,924	323,815	315,215	320,410	327,272	348,518	329,071
September	285,810	241,469	289,749	276,172	308,226	326,652	328,355	0
October	279,301	337,919	292,254	307,981	324,136	329,333	338,635	0
November	287,552	287,552	299,851	298,037	307,092	330,353	313,800	0
December	347,630	282,396	317,769	387,415	358,984	365,350	394,620	0
	3,620,495	3,734,156	3,857,310	4,022,631	4,064,260	4,220,364	4,512,814	3,117,695
Jan - August	2,420,202	2,584,820	2,657,686	2,753,025	2,765,823	2,868,676	3,137,404	3,117,695
% Change:		6.8%	2.8%	3.6%	0.5%	3.7%	9.4%	-0.6%

2023 PROJECTS

Fund	Projects	Total Cost	Grants	Impact Fees	REET I	REET II	Taxes (TBD & Utility)	Contributions	Fund Bal	Total Funding	Actual Expense
104	Overlay program	2,400,000			800,000					800,000	1,643,056
105	ADA Ramps	105,000			105,000					105,000	16,109
105	Sidewalks	200,000			200,000					200,000	226,635
	Hillcrest sidewalks										
105	S Comm Ave Phase 1 (12th & Comm)	500,000	500,000							500,000	113,674
105	R Ave Improvements(Grant 13.5% Matc	-	4,600,000	784,077						5,384,077	232,905
105	H Avenue Multimodal Connector	200,000	200,000							200,000	10,570
105	Non Motorized Improvements	10,500			10,500					10,500	
105	32nd and M										55,356
	Cap Sante Lookout and Trail										
108	Improvements	150,000						150,000		150,000	
108	Parks Infrastructure	25,000			25,000					25,000	
108	Skate Park	900,000			100,000			800,000		900,000	579,566
108	Thompson Causeway	350,000						350,000		350,000	112,284
108	Wa Park Restroom	50,000			50,000					50,000	24,092
108	N Avenue Park Improvements									-	
108	Jim Rice Civic Park Improve	20,000			20,000					20,000	
108	Wa Park Residence Reroof	120,000			120,000						
108	Ship Harbor restoration										4,280
001.713	Facilities Projects CFP				300,000					300,000	
		5,030,500								8,994,577	
Total use in 2023:				784,077	1,730,500	-				2,514,577	

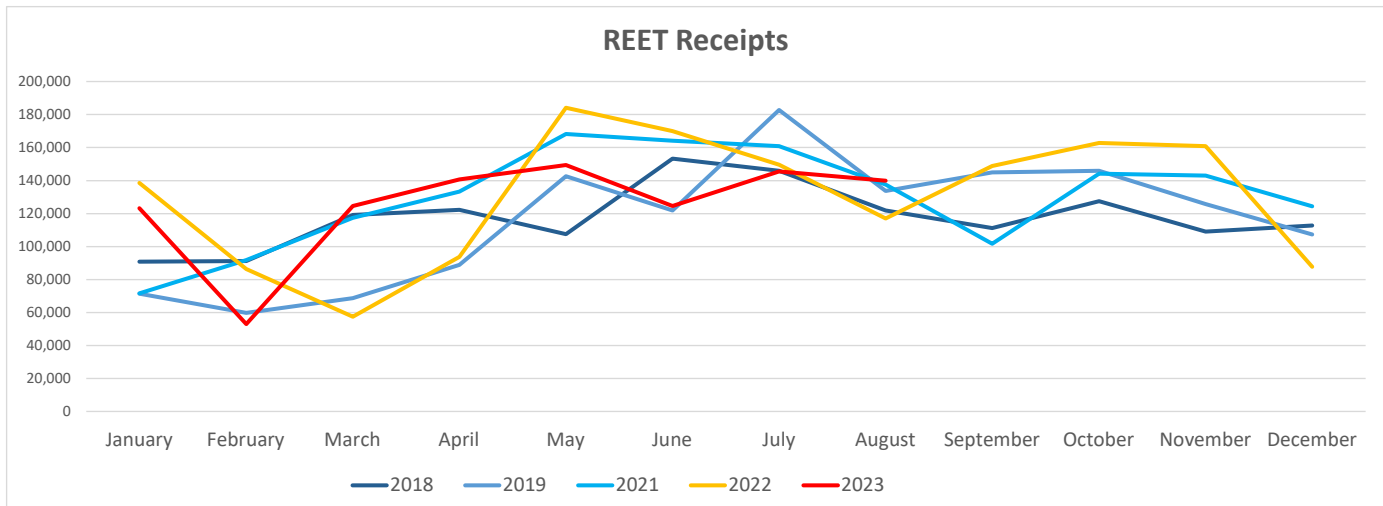
REET 1 uses are outlined in RCW 82.46.010(5)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities.

REET 2 uses are outlined in RCW 82.46.035(5)(a)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

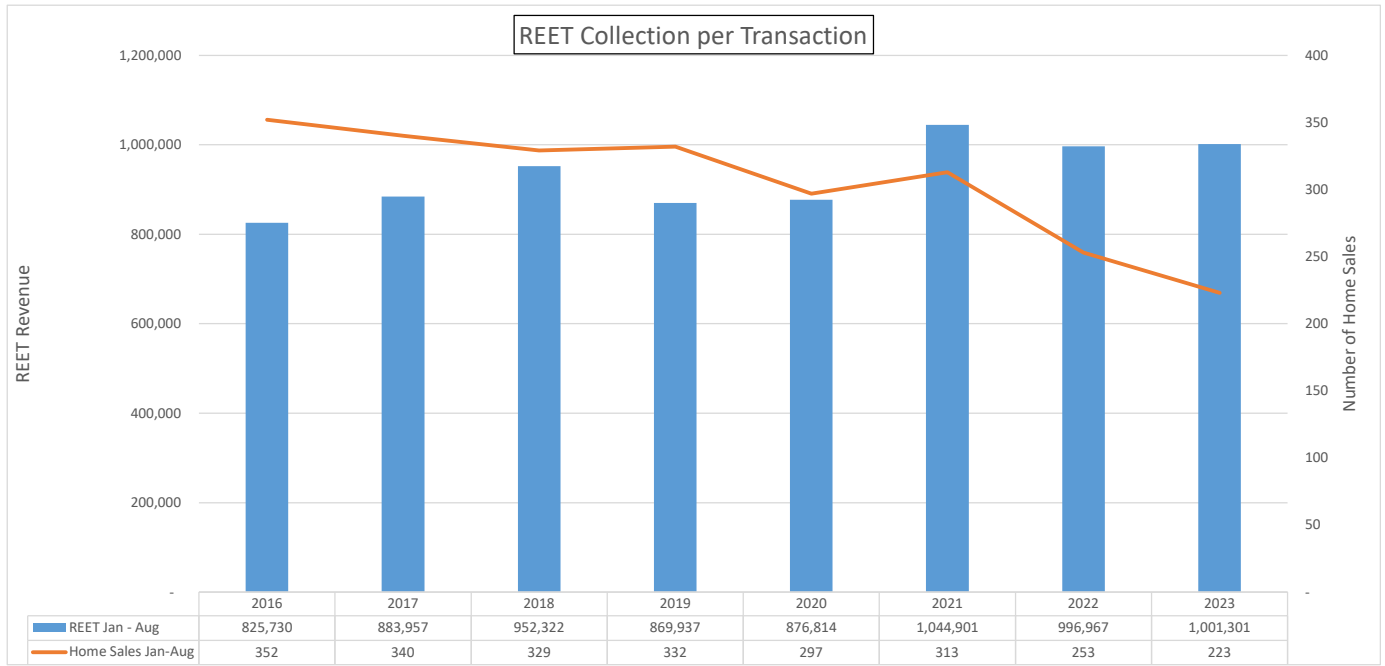
REET 2 is more restrictive: no use for recreation acquisition, trails, library, public safety, or admin facilities.



REET Receipts by Month

	2016	2017	2018	2019	2020	2021	2022	2023
January	90,785	108,345	90,855	71,476	149,648	71,592	138,615	123,341
February	41,788	83,871	91,344	59,737	68,822	91,741	86,421	53,099
March	52,085	71,546	119,086	68,816	76,264	117,446	57,470	124,648
April	100,310	113,091	122,262	88,848	109,995	133,383	93,814	140,766
May	128,959	105,290	107,540	142,701	68,237	168,108	184,069	149,304
June	132,996	124,195	153,339	121,806	110,834	164,075	169,907	124,699
July	121,693	158,342	145,919	182,759	142,306	160,909	149,603	145,599
August	157,115	119,278	121,977	133,793	150,709	137,646	117,069	139,845
September	111,482	89,402	111,249	144,927	166,527	101,680	148,809	
October	142,738	107,915	127,479	145,979	136,495	144,241	162,833	
November	122,623	100,151	109,063	125,671	164,106	143,035	160,857	
December	108,345	80,913	112,696	107,435	149,223	124,416	87,736	
Total:	1,310,919	1,262,338	1,412,809	1,393,949	1,493,165	1,558,272	1,557,202	1,001,301
REET Rev Jan - Aug	825,730	883,957	952,322	869,937	876,814	1,044,901	996,967	1,001,301

	Cash	Anticipated 8/30/2023 Revenue	Anticipated Transfers	Anticipated Balance		R1 Budget	R2 Budget
REET 1	3,203,621	210,088	1,730,500	1,683,210	Overlays	800,000	
REET 2	1,328,021	210,088	0	1,538,109	ADA Ramps	105,000	
	4,531,643	420,176	1,730,500	3,221,319	Sidewalks	200,000	
					Non Motor Improvements	10,500	
					Parks Infrastructure	25,000	
					Skate Park	100,000	
					Wa Park Restroom	50,000	
					Jim Rice Civic Park Improve	20,000	
					Wa Park Residence Reroof	120,000	
					Facilities	300,000	
						1,730,500	1,730,500
							-



	2016	2017	2018	2019	2020	2021	2022	2023
REET Jan - Aug	825,730	883,957	952,322	869,937	876,814	1,044,901	996,967	1,001,301
Home Sales Jan-Aug	352	340	329	332	297	313	253	223
REET per Sale	2,346	2,600	2,895	2,620	2,952	3,338	3,941	4,490



City Council Agenda Bill

Meeting Date: September **Agenda Item:** 7.d.
25, 2023

Agenda Item Title: Parks and Recreation Update

Staff Contact(s): JONN LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Presentation
JONN LUNSFORD	

Item Summary: The Parks and Recreation Department will be on hand to provide a brief update of current projects, the Anacortes Community Forest Lands, upcoming events, future grant prospects and possible 2024 Capital Facilities Projects.

Budget Impact:
None

Previous Action: Regular Update

Recommended Motion: None required

Alternative Actions: None required

Attachments (listed in order presented):

1. Anacortes parks and Recreation Update 09252023

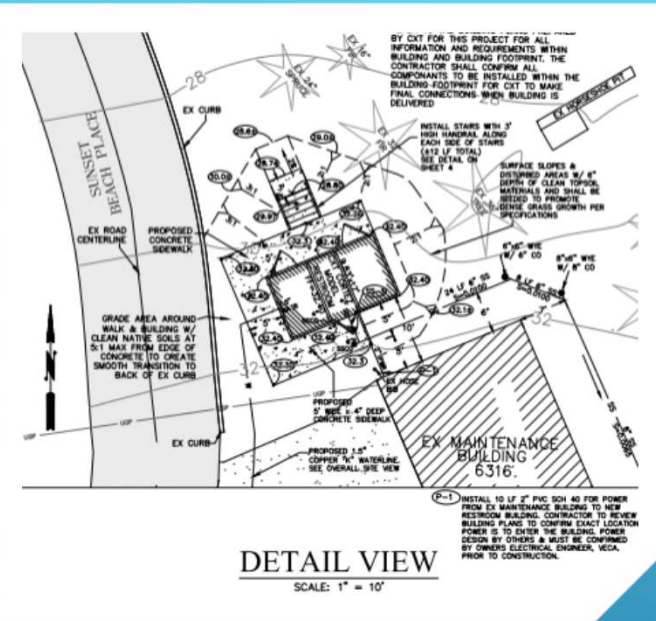
ANACORTES PARKS AND RECREATION UPDATE

Skate Park Update





Skate Park Concrete Work



WASHINGTON PARK RESTROOM UPDATE

“A” Avenue Landfill: working on the Agreed Order with the Department of Ecology.

Forest Lands Plan special meeting dates:

October 3

November 7

December 5

Little Cranberry Lake: trying to find a way to provide access to people with mobility issues and address erosion problems along the shore near the dam.



Senior Activity Center

50 Year Celebration – September 30 – Open House: 1pm to 4pm
Aging Mastery Program/Powerful Tools for Caregivers





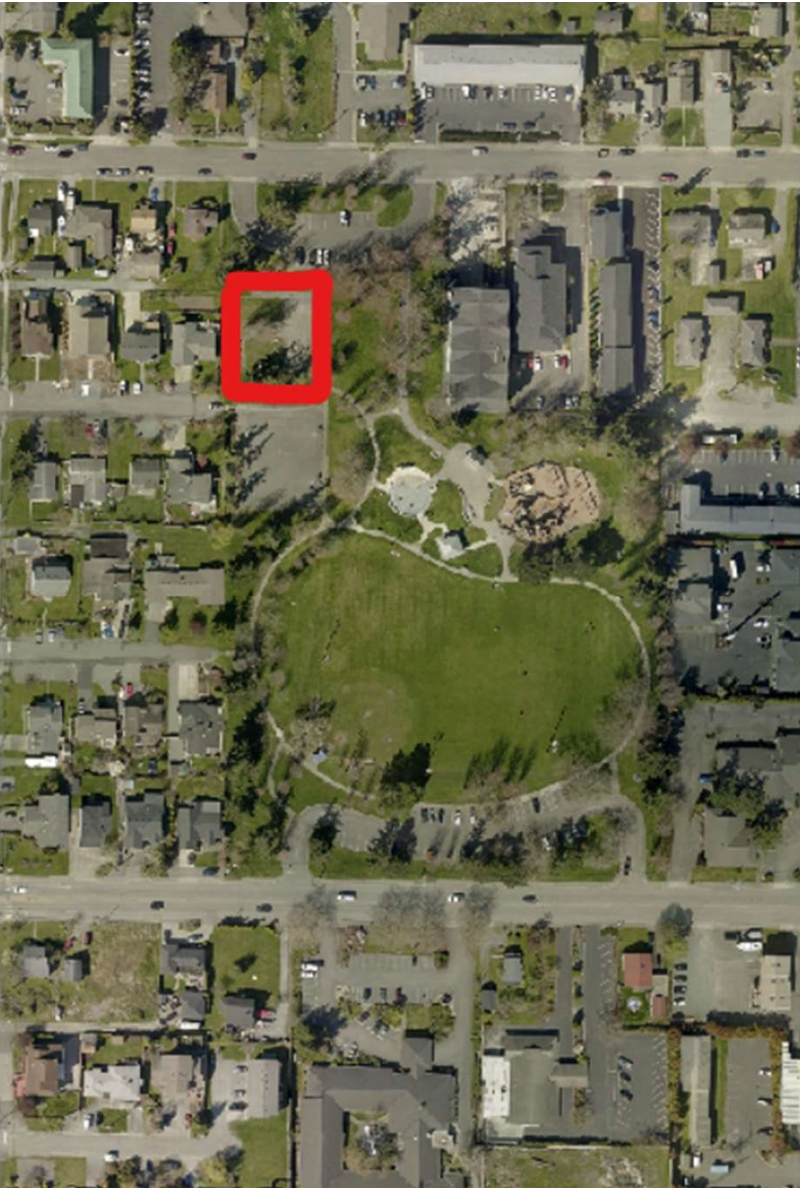
ONGOING 2023 PROJECTS

DEPOT PLAZA TEMPORARY EVENTS TENT



Partial List of Special Events

<u>Event</u>	<u>Host</u>	<u>Dates</u>	<u>Est. Attendees</u>
Uncorked	Anacortes Chamber	2nd wknd in February	800
Youth Sports Auction	Anacortes Youth Sports Coalition	3rd wknd in March	320
Elk Gala	Rocky Mountian Elk Foundation	4th wknd in March	312
Hospital Gala	Island Hospital Foundation	Last wknd in April	300
Senior Center Gala	Anacortes Senior Center Foundation	3rd wknd in May	250
Fine Art Show	Anacortes Arts Festival	1st wknd in August	14200
Bier on the Pier	Anacortes Chamber	1st wknd in October	1000
Rotary Gala	Anacortes Rotary	3rd wknd in October	200
Friends of the Forest Gala	Friends of the Forest	1st wknd in November	228
Holiday Gala & Dinner	Anacortes Schools Foundation	1st wknd in December	275
Holiday Fair	Anacortes Schools Foundation	2nd wknd in December	2000
Renting to other Holiday Events	Anacortes Schools Foundation	All of December	350



CAPITAL FACILITIES: STORVIK SMALL COURTS



CAP SANTE EAST SIDE TRAIL

Q' elech'ilhch Park: A collaborative park design between the City of Anacortes and Samish Indian Nation.

WELCOME TO Q'ELECH'ILHCH PARK

Q'elech'ilhch Park is named after the village that Samish citizens created on these shores. Q'elech'ilhch (pronounced *kuh lutch eeth ch*) translates as Ironwood Village.

In 2021, The City of Anacortes and Samish Indian Nation renamed the park to honor Samish history on this island since time immemorial and the current partnership with the City.

Samish and the City are working on park amenities and interpretive panels. For updates scan the QR code below or call the Anacortes Parks and Recreation Department at (360) 293-1918.



SAMIH INDIAN NATION



SHIP HARBOR INTERPRETIVE PRESERVE

[illegible]

WEST END PARK



Questions?