

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

November 6, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Fiber Committee (Report)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Public Works Committee (Report)
 - d. Lodging Tax Advisory Committee (Report)
 - e. Parks and Recreation Committee (Report)
 - f. Finance Committee (Discussion)
4. **Public Comment**
 - a. Written Public Comment - Nadja Rua
5. **Consent Agenda**
 - a. Minutes of October 23, 2023 (Action)
 - b. Approval of claims in the amount of \$1,055,321.12 (Action)
 - c. Contract Award: Washington Park New Restroom Facility #23-071-PRK-003 (Action)
 - d. Special Event Application: Turkey Trot (Action)
 - e. Contract Award: R Avenue Long-Term Improvement Project - Materials Testing #20-127-TRN-006 (Action)
6. **Public Hearings**
 - a. Continued: Revenue Sources, Including an increase in the property tax levy (Discussion)
7. **Other Business**

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.

- a. Anacortes Waterfront Alliance Update (Presentation)
 - b. Ordinance 4058: Amending Critical Areas Regulations (Discussion/Possible Action)
 - c. * 2024 Budget Review - Public Works (Discussion)
 - d. * Ordinance 4062: An Ordinance Adopting New AMC Chapter 2.08 Regarding Appointive Officers of the City (Discussion/Possible Action)
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.*

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Municipal Building Council Chambers
904 Sixth Street

PUBLIC COMMENT SIGN IN SHEET

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Topic

- Bill Turner ✓
 Theresa BAKER ✓
~~Markéta Václav~~
 Jan Baker ✓

F. Jalgo Landing
 Little Cranberry Lake
 Dip advance
 Little Cranberry

PROPOSED ORD

CONNIE MILLER

ROCHELLE KEALOHIA

WAP → Markenzie

Page 3 of 124

From: [Nadia](#)
To: [CityClerk](#)
Subject: Anacortes Council members committees lack of Open Government records
Date: Friday, November 3, 2023 12:46:18 PM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

I have great concerns regarding the recent actions and admission by 3 councilmen of these elected staff conscious and repeated efforts to avoid conducting City Council committees business under Open Records Act. As a citizen who already has experienced at least 3 City of Anacortes staff failures to comply with Public Records regulations with a still unfulfilled request this year, to learn in a newspaper article that the Anacortes City Council members “normalizes” their lack of transparency by keeping committees under the scope law of 4 people to avoid documentation is shocking.

The corruption within this small town employees and government must be addressed and remedied.

Staff and council members who purposely choose to fail the public must be removed and replaced.

Anacortes citizens deserves better treatment and representation than this.

From: William Turner bill.h.turner@gmail.com
Subject: Fidalgo Landing
Date: Nov 6, 2023 at 4:27:48 PM
To: pced@cityofanacortes.org
Cc: Sally Turner sallycturner@gmail.com, citycouncil@cityofanacortes.org
Bcc: ianmunce@gmail.com, bill.h.turner@gmail.com

- Fidalgo Landing is the largest investment Anacortes has had from a private company since the oil refineries which makes it the biggest permitting and planning challenge that I have seen in my 50 years here and I was on Council for 8 years. MJB has stated that it may invest 1 billion dollars over 20 years at Fidalgo Landing including perhaps 600-1500 housing units with all the amenities, including restaurants, retail stores etc.
- There is a lot the City does not know today about this project, but needs to know to make clear headed permitting decisions for Anacortes. We citizens also need to know, as this project will affect all of us for a long time. This project will happen, planned for and supported by City Council. I am not against this project, but I am skeptical of the traffic study and their narrative in the Sepa application. We need transparency and a clear path toward permitting, including citizen workshops and more public hearings. Please take your time to flesh out the project before issuing a DNS. Perhaps you might want a EIS.
- The Council passed its Housing Action plan in January, mandating its completion of an Affordable Housing plan in 6 months. We're past that and no plan. I was Vice President and President of Skagit Habitat for Humanity (SHFH) for 4 years and worked with planning staff here since 2018, to follow state law and your own comp plan to promote affordable housing. In 5 years little has been done. This process is a real opportunity to finish regulations on

Affordable Housing, especially multi family housing and require Fidalgo Landing to help, whether through their building or by tax or impact fees.

- Thank you for your efforts, I look forward to helping if needed.

SINCERELY, Bill Turner 2012 I Ave

Sent from my iPad



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 5.a.

Agenda Item Title: Minutes of October 23, 2023

Staff Contact(s): GREG FRANCIOCH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Minutes
GREG FRANCIOCH	

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 2023-10-23 Minutes Draft

Anacortes City Council Minutes - October 23, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of October 23, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present. Councilmembers Jeremy Carter and Carolyn Moulton participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Executive Session

Potential litigation per RCW 42.30.110(1)(i) (20 minutes)

Mayor Miller announced that the City Council and the City Attorney would convene in Executive Session per RCW 42.30.110(1)(i) for approximately 20 minutes to discuss potential litigation or litigation. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik attended the executive session. The mayor advised that the regular meeting would then resume with no final action having been taken.

At 6:43 pm the City Council reconvened from the executive session and resumed the regular meeting.

Announcements and Committee Reports

Mayor Miller thanked Mr. Young for chairing last week's meeting and reported that the Haunted Forest that will be held on Saturday October 28th in Washington Park is sold out and an update on impending construction of the roundabout at R Avenue and 30th Street.

Planning Committee

Ms. Cleland-McGrath reported from the Planning Committee meeting held earlier in the evening. The topics discussed included possible code amendments related to accessory dwelling units, conditional to permitted uses, the inclusion of an environmental impact study in the 2024 budget for the Guemes Channel Trail, and an update from the Downtown Alliance.

Fiber Committee

Ms. Hubik reported from the Fiber Committee meeting held October 19th. The topics discussed included changing construction methods from aerial to underground for the Economic Development Administration Area to reduce costs.

Ms. Cleland-McGrath moved, seconded by Mr. Walters, to amend the agenda an ordinance regarding appointive officers of the city as item 7.a.

Northstar Project Housing Work Group

Mr. Walters reported from the Northstar Project Housing work group meeting held earlier in the day. Topics discussed included briefings on possible locations for housing projects on publicly owned land on West 5th Street, Sharpes Corner, and redevelopment of City Halls. Skagit County proposed developing the Cleveland Street Senior Center and the Skagit County Fairgrounds, though those facilities would need to be replaced. Skagit County also proposed additional sites in Concrete and Mount Vernon. The conversation occurred in the context of the 2025 Comprehensive Plan update.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Public comment was given as follows:

- Andrea Doll of Anacortes requested an environmental impact study on the MJB development in light of shoreline development and increased road traffic.
- Mary LaFleur of Anacortes commented on the balance of power within the city and rising property taxes and assessments.

Consent Agenda

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

a. Minutes of October 16, 2023

b. Approval of claims in the amount of \$1,209,915.17

The following vouchers/checks were approved for payment:

EFT numbers: 107651 through 107687, total \$428,623

Check numbers: 107688 through 107715, total \$767,062.54

Wire transfer numbers: 333310 through 333645, total \$14,229.63

c. Contract Award: Public Right-of-Way ADA Self-Evaluation and Transition Plan #23-290-TRN-001

Public Hearings

Revenue Sources, Including an increase in the property tax levy

Mayor Miller opened the public hearing on Revenue Sources and introduced Finance Director, Steve Hoglund, who detailed revenue sources and projections for 2024 budget planning, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion items included:

- Other agencies' actions to increase or find additional revenues and how they affect the city, the challenges associated with financial prediction and assessment, and setting the property tax rate.

Mayor Miller left the public hearing open.

Other Business

Ordinance 4062: An Ordinance Adopting New AMC Chapter 2.08 Regarding Appointive Officers of the City

Mr. Walters, Ms. Moulton and Ms. Cleland-McGrath brought the ordinance before the Council. Mr. Walters detailed the proposed ordinance that would codify appointive officers of the city including all department heads, the hearing examiner and the city engineer and would require their confirmation by the City Council.

Additionally, the proposed ordinance would prevent an appointive officer of the city from starting in their position before obtaining City Council confirmation, no person could serve simultaneously in more than one appointive officer position, and the position of city administrator could not be created without amendment of the code chapter. Further, the proposed ordinance would also require that interim appointees be confirmed as temporary or permanent appointive officers by the City Council if they serve in their capacity greater than three months, and no person who previously served as an appointive officer could be reappointed as the interim officer for that position. Finally, the proposed ordinance would require that the City Council be notified of an

appointment, interim appointment, separation or notice of separation of any appointive officer, and that the Council would be able to review the employment applications of appointive officers and conduct informal meetings prior to the scheduled vote. It would also allow the mayor to enter into personal services contracts for services where there is no available employee.

Discussion topics included:

- Additional time for staff and public review, enshrining policies that are already in place, interim appointments, confirmation requirements, appointments of directors prior to City Council confirmation, timing of the ordinance, contracting for personal services in the case of a vacancy, schedule for adoption.

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

Connie Miller of Anacortes asked for clarification on if the proposed ordinance is something that has been handled by the City Council and is not yet enumerated in the code or has it been handled in a different way.

Mr. Walters announced that the ordinance would be brought back before the Council on an agenda in the near term.

Resolution 3134: Adoption of the City of Anacortes Emergency Operations Plan

Fire Chief, Bill Harris, re-introduced Resolution 3134, that would adopt the City of Anacortes Emergency Operations Plan. He detailed the format and content updates from the previous draft. Ms. Moulton made the following amendments to the Emergency Operations Plan:

- page 41 - change 'reservation' to 'properties';
- page 38 - identification of the legal authority or reference document for emergency powers under section 7A - 'Legal Authority /Municipal: Proclamation of Local Emergency'.

Discussion topics included:

- Emergency proclamation ratification by the City Council; removal of annexes with detailed operating procedures.

AMANDA HUBIK moved, seconded by ANTHONY YOUNG, to adopt resolution 3134 as amended. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Contract Award: R Avenue Long-Term Improvement Project - Street Light Installation #20-127-TRN-005

Public Works Director, Andrew Rheaume, introduced the proposed contract for the R Avenue Long-Term Improvement Project - Street Light Installation #20-127-TRN-005.

Discussion topics included:

- Lighting type and color

BRUCE MCDOUGALL moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #20-127-TRN-005. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Resolution 3135: South Fidalgo Island Water System Transfer

Public Works Director, Andrew Rheaume, introduced Resolution 3135 amending the transfer agreement with Skagit Public Utility District for the South Fidalgo Island Water System, detailing that the transfer would be complete on October 25, 2023.

Discussion topics included:

- ability to shut off water without an easement, necessity of obtaining easements.

Ms. Cleland-McGrath recused herself from the vote, as she is the current owner of some of the parcels for which the City will seek water line easements.

BRUCE MCDOUGALL moved, seconded by ANTHONY YOUNG, to approve Resolution 3135 as presented. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER, CHRISTINE CLELAND-MCGRATH. Result: Passed

Resolution 3136: Waiving Competitive Bidding Requirements for the Purchase of Endress + Hauser Sensor Instrumentation for the WWTP

Public Works Director, Andrew Rheaume, introduced Resolution 3136 that would waive the competitive bidding requirements for the purchase of Endress + Hauser Sensor Instrumentation for the wastewater treatment plant.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to authorize the mayor to sign Resolution 3136. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Contract Award: City Engineer On Call - Water and Wastewater #23-291-ENG-001

Public Works Director, Andrew Rheaume, introduced proposed contract for City Engineer On Call - Water and Wastewater #23-291-ENG-001.

ANTHONY YOUNG moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #23-291-ENG-001 with HDR Inc. for on-call engineering services. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Contract Award: City Engineer of Record for Streets and Stormwater #23-292-ENG-001

Public Works Director, Andrew Rheaume, introduced City Engineer of Record for Streets and Stormwater #23-292-ENG-001.

Discussion topics included:

- Traffic engineering for throughput versus safety, aesthetic and multi-modal considerations.

AMANDA HUBIK moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign contract #23-292-ENG-001 with HW Lochner. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Contract Modification: Wastewater Treatment Plant Outfall - Design #20-032-SEW-007

Public Works Director, Andrew Rheaume, introduced the proposed amendment to contract #20-032-SEW-007 for the Wastewater Treatment Plant Outfall - Design.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to authorize the mayor to sign the modification to contract #20-032-SEW-007 for the Wastewater Treatment Plant Outfall Design. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: JEREMY CARTER. Result: Passed

Adjournment

There being no further business, at approximately 7:53 p.m. the Anacortes City Council meeting of October 23, 2023 was adjourned.



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 5.b.

Agenda Item Title: Approval of claims in the amount of \$1,055,321.12

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Vouchers
GREG FRANCIOCH	

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 20231106 Item5b-ApprovalOfClaims

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 November 6, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
334310	7/24/2023	257778	TOWN SQUARE PUBLICATIONS	ADVERTISING - CHAMBER OF COMMERCE	\$ 1,500.00	fiber
334413	8/31/2023	0000350955	CALDER BROTHERS CORPORATION	PURCHASE OF 2023 MAULDIN 1560 COMMERCIAL PAVER	\$ 159,985.00	pw1
334165	9/7/2023	4J53393	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$ 124.71	dwwtp
334458	9/12/2023	1518905702	PERRY FAMILY DENTISTRY	DENTAL COPAY LEOFF 1 RETIREE	\$ 38.00	hr
334449	9/12/2023	4092	C & C TIMBER INC	WA PARK FIREWOOD FOR RESALE	\$ 2,964.00	parks1
334459	9/14/2023	1518905702	PERRY FAMILY DENTISTRY	DENTAL COPAY LEOFF 1 RETIREE	\$ 645.00	hr
333925	9/23/2023	11190087	WORLD WIDE TECHNOLOGY, LLC	DROP CABLES	\$ 1,209.31	fiber
334047	9/25/2023	1925538	RAIN FOR RENT	PUMP SERVICE FOR FERRY TERMINAL	\$ 3,965.86	dwwtp
333911	9/26/2023	PS-INV105929	WHITNEY EQUIPMENT CO INC	WWTP AERATION BASIN MIXER REPLACEMENT	\$ 99,208.19	dwwtp
333917	9/30/2023	1163	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - SEPTEMBER 2023	\$ 4,810.30	pw1
333918	10/1/2023	10/1/2023	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - OCTOBER 2023	\$ 4,166.67	apd
334174	10/1/2023	123502484	RICOH USA, INC	S/N C86100105 APD CHIEF 12/31-9/30/2023	\$ 494.23	apd
333855	10/3/2023	IS-0459	CITY OF MOUNT VERNON	NET MOTION LICENSING FOR 2023-POLICE (MDT'S CONNECTION)	\$ 6,409.68	apd
334023	10/3/2023	IS-0460	CITY OF MOUNT VERNON	FIRE NET MOTION LICENSING (2023)	\$ 4,006.05	medic
334038	10/5/2023	0807	FIDALGO CLEANING	CLEANING CARNEGIE	\$ 180.00	museum
333851	10/5/2023	32943	JET CITY EQUIPMENT	WTP EXCAVATOR RENTAL FOR LAGOON DREDGING	\$ 15,033.75	dwwtp
334162	10/6/2023	0309069-IN	REISNER DISTRIBUTOR INC	SUPPLIES FOR EQUIP #1904	\$ 54.40	dshop
333904	10/6/2023	220021901958	PUGET SOUND ENERGY INC	TSUNAMI SIREN - SKYLINE 9/7-10/5/23	\$ 10.89	dwwtp
333924	10/9/2023	0829	FIDALGO CLEANING	APD CLEANING & SUPPLIES 10/9-10/22/23	\$ 800.00	apd
333252	10/9/2023	1345	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2023 - 3RD QUARTER	\$ 9,937.50	pkrec
333779	10/9/2023	53379	SCRAP-IT	JUNK VEHICLE DISPOSAL	\$ 2,209.51	pwfac

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
333095	10/9/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; SEPTEMBER 2023	\$ 555.00	apd
333850	10/10/2023	32997	JET CITY EQUIPMENT	WTP DOZER RENTAL FOR LAGOON DREDGING	\$ 7,310.20	dwtp
334411	10/10/2023	P2281-NT-1	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - WWTP MIXER MCC	\$ 3,170.00	dwwtp
334412	10/10/2023	P2281-T-1	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - WWTP MIXER MCC	\$ 3,775.36	dwwtp
333921	10/11/2023	201004	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - SEPTEMBER 2023	\$ 17,107.00	dwtp
334407	10/11/2023	30526A	US CRANE & HOIST, INC.	2023 WTP OVERHEAD CRANES INSPECTION	\$ 3,366.60	dwtp
334409	10/11/2023	30527B	US CRANE & HOIST, INC.	2023 WWTP OVERHEAD CRANES INSPECTION	\$ 1,305.60	dwwtp
334044	10/11/2023	876103	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - 2 PALLETS/88 50-LB BAGS	\$ 6,578.00	dwtp
333927	10/11/2023	9334313188	GRAYBAR ELECTRIC COMPANY, INC	GPON SFP	\$ 1,417.71	fiber
333776	10/12/2023	0017319	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 9,275.20	wdist
333638	10/12/2023	2023-965	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE AND FIRE - JULY-SEPT 2023	\$ 718.00	hr
334043	10/12/2023	561222945	SIGMA-ALDRICH, INC.	LAB PROFICIENCY TESTING MATERIALS	\$ 289.81	dwtp
333726	10/12/2023	67080	WEIDNER FIRE	FACILITY USE ITEMS FOR FIRE STATION 2	\$ 4,043.27	pwfac
333725	10/12/2023	67082	WEIDNER FIRE	FACILITY USE ITEMS FOR FIRE STATION 1	\$ 3,904.77	pwfac
333782	10/12/2023	8498 30 017 0464628	COMCAST	WA PARK COMCAST SERVICE 10/21/23-11/20/23	\$ 113.16	parks1
333623	10/12/2023	INV-225903	BRIGHTLY SOFTWARE, INC.	SMARTGOV SOFTWARE FOR PCED - ANNUAL SUBSCRIPTION 12/1/23-11/30/24	\$ 16,577.02	plan
334052	10/13/2023	1200564235	HDR ENGINEERING, INC	WASHINGTON PARK TRAIL REPAIR PROJECT - DESIGN - 7/25/23-9/30/23	\$ 90,959.36	pw1
333903	10/13/2023	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 9/19-10/18/23	\$ 15.53	dwwtp
333913	10/13/2023	Pay App 1	TONKA GROUND WORK	20TH AND Q SEWER REPLACEMENT	\$ 115,000.00	pw1
333781	10/14/2023	250649	LAKE SIDE INDUSTRIES, INC.	WA PARK PAVING PROJECT	\$ 639.71	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
333926	10/15/2023	0001516	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
333778	10/16/2023	0018459	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 2,422.62	wdist
334301	10/16/2023	1000984	WBE TECHNOLOGIES LLC	EDA FIBER EXPANSION - MATERIALS - BID ITEM 11	\$ 42,205.70	fiber
333908	10/16/2023	11534	KAMPS PAINTING CO., INC	2023 STREET STRIPING	\$ 33,437.60	pw1
333852	10/16/2023	12P38412	MOTOR TRUCKS, INC	PARTS FOR #609	\$ 180.06	dshop
333920	10/16/2023	2237-45028	GREEN RIVER COMMUNITY COLLEGE	WATER DISTRIBUTION MANAGER I & II TRAINING	\$ 5,000.00	dwtpt
333901	10/16/2023	309374R-DM	REISNER DISTRIBUTOR INC	PUMP STATION FUEL	\$ 2,171.77	dwwtp
333928	10/16/2023	4TH QTR	SKAGIT COUNTY DISTRICT COURT	4TH QTR 2023 JUDICIAL BILLING	\$ 22,566.00	court
333775	10/16/2023	771	BLUE COW CARWASH	CAR WASHES - QTR 3	\$ 1,190.00	dshop
334029	10/16/2023	879117	CASCADE COLUMBIA DISTRIBUTION	PLANT CHEMICALS	\$ 16,706.91	dwwtp
334034	10/17/2023	007N7500	HARRINGTON INDUSTRIAL	CHEMPRO PARTS FOR HYPO PUMP REPAIR	\$ 282.15	dwtpt
334305	10/17/2023	0306991-IN	QUALITY CHAIN CORP	SUPPLIES FOR EQUIP #90008	\$ 747.33	dshop
334053	10/17/2023	1200564963	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 8/26/23-9/30/23	\$ 3,755.10	dwtpt
333919	10/17/2023	1200565130	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 08/27/23 - 09/30/23	\$ 5,808.88	pw1
334056	10/17/2023	149236	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES RE TEAMSTERS GRIEVANCE & PARK RANGER	\$ 3,787.50	hr
334065	10/17/2023	347588B	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 699.79	pwfac
334066	10/17/2023	347741	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 107.35	pwfac
334308	10/17/2023	96098550	SMOKEY POINT CONCRETE INC	CONCRETE FOR STREET DEPT	\$ 2,147.71	dshop
334035	10/18/2023	007N7548	HARRINGTON INDUSTRIAL	CHEMPRO PIPE FOR HYPO PUMP REPAIR	\$ 96.64	dwtpt
334055	10/18/2023	23-29400	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER WEEKLY	\$ 658.00	dwtpt
333923	10/18/2023	38986	SKAGIT PUBLISHING LLC	PUBLISH AA-435053	\$ 60.90	finance
334450	10/18/2023	879092	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 12,672.38	dwtpt
334307	10/18/2023	96100176	SMOKEY POINT CONCRETE INC	CONCRETE FOR STREET DEPT	\$ 1,161.98	dshop
334031	10/18/2023	INV00169577	USA BLUE BOOK	BUFFER POWDER PILLOWS - RED, YELLOW, BLUE	\$ 427.33	dwtpt
333724	10/18/2023	INV2723138	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 9/15-10/14/23	\$ 443.70	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
333858	10/19/2023	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 9/19-9/30/23	\$ 1,500.78	apd
334039	10/19/2023	0808	FIDALGO CLEANING	MARITIME HERITAGE CENTER	\$ 120.00	museum
333916	10/19/2023	1000996	WBE TECHNOLOGIES LLC	EDA FIBER EXPANSION - MATERIALS - PARTIAL BID ITEM 1	\$ 42,203.52	fiber
333910	10/19/2023	1373513	LIFE ASSIST, INC	I-GEL RESUS PACKS, MEGAMOVERS. SAM	\$ 1,248.45	medic
334050	10/19/2023	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 9/19-10/18/2023	\$ 948.87	publib
333912	10/19/2023	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 9/19 - 10/18	\$ 44.57	medic
334042	10/19/2023	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 9/19-10/18/23	\$ 29.42	museum
334054	10/19/2023	20019	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	\$ 123,602.81	dwtp
334057	10/19/2023	23-30148	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER WEEKLY	\$ 658.00	dwtp
334058	10/19/2023	23-31882	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
334059	10/19/2023	23-31912	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwtp
334443	10/19/2023	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 9/19-10/18/23	\$ 136.10	parks1
334444	10/19/2023	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 9/19-10/18/23	\$ 15.18	parks1
334067	10/19/2023	348077	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 106.72	pwfac
334448	10/19/2023	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 9/19-10/18/23	\$ 195.23	parks1
334445	10/19/2023	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 9/19-10/18/23	\$ 39.50	parks1
334447	10/19/2023	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 9/19-10/18/23	\$ 55.93	parks1
333914	10/19/2023	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 9/19 - 10/18	\$ 98.89	medic
333849	10/19/2023	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 9/19-9/30/23	\$ 321.17	dshop
333848	10/19/2023	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 9/19-10/18/23	\$ 361.59	finance
334025	10/19/2023	879505	CASCADE COLUMBIA DISTRIBUTION	FILTER AID POLY - NALCLEAR 8170 - 39 55-LB BAGS	\$ 8,258.25	dwtp
334041	10/19/2023	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 9/19-10/18/23	\$ 154.90	museum
334446	10/19/2023	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 9/19-10/18/23	\$ 33.22	parks1
334030	10/19/2023	I6547886	HD FOWLER COMPANY INC	SHIPMENT CHARGE FOR DOC	\$ 27.16	dwtp
333783	10/19/2023	RefundLindquist	LINDQUIST, RANDALL	WA PARK REFUND	\$ 23.00	parks1
334173	10/20/2023	306357	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; SEPTEMBER 2023	\$ 715.00	apd
333915	10/20/2023	INV27108	SEAWESTERN, INC.	FIREFIGHTING GLOVES (10)	\$ 1,376.32	medic
334236	10/23/2023	2023 ANAC	SKAGIT VALLEY YOUTH SOCCER	SKVYSA 2023 PLAYER FEES	\$ 1,403.00	pkrec

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
334060	10/23/2023	23-32317	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN RESAMPLES	\$ 76.00	dwtp
334408	10/23/2023	231266	T-SHIRTS BY DESIGN	T-SHIRTS, SHORTS, SWEATPANTS, HATS	\$ 2,028.03	medic
334302	10/23/2023	45111	ZUMAR INDUSTRIES, INC.	SIGN SUPPLIES FOR STREET	\$ 1,276.42	dshop
334063	10/23/2023	I6550188	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES	\$ 149.13	dwwtp
334051	10/23/2023	Pay App 3	RAW LAND CONSTRUCTION LLC	SIDEWALK INFRASTRUCTURE IMPROVEMENTS	\$ 16,403.65	pw1
334170	10/23/2023	TF102323APD	SAFE RESTRAINTS, INC	THE WRAP WITH HELMET AND ANKLE STRAPS	\$ 1,826.12	apd
334166	10/24/2023	0020140	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 4,818.19	wdist
334164	10/24/2023	1165797	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 868.22	wdist
334045	10/24/2023	1650810	WALTON BEVERAGE COMPANY, INC	10 LBS COFFEE: 10/24	\$ 126.00	medic
334062	10/24/2023	1650816	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 550.00	finance
334097	10/24/2023	348077A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 97.76	pwfac
334161	10/24/2023	62725999	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,172.82	finance
334046	10/24/2023	7333359328	CARDINAL HEALTH 110, INC.	PHARMA: DEXTROSE WATER, ADRENALIN, ONDANSETRON	\$ 414.75	medic
334032	10/24/2023	ReimbDavis	DAVIS, JORDAN	REIMBURSEMENT FOR GROUP III CERTIFICATION - JD	\$ 50.00	dwwtp
334033	10/24/2023	ReimbDavis	DAVIS, JORDAN	OPERATOR I CERTIFICATION - JD	\$ 50.00	dwwtp
334421	10/25/2023	007N690	HARRINGTON INDUSTRIAL	BUSHINGS	\$ 47.98	dwtp
334415	10/25/2023	03	ANACORTES WATERFRONT ALLIANCE	LEARN TO SAIL PROGRAM 2023	\$ 6,240.00	pkrec
334414	10/25/2023	10/25/23	CRYPTID ESCAPES	LIBRARY STAFF INSERVICE 2023	\$ 1,226.00	publib
334417	10/25/2023	1000	FOULKE, OLIVIA	LADIES STYLING DANCE CLASSES - SEPTEMBER & OCTOBER 2023	\$ 675.00	pkrec
334442	10/25/2023	102023	FRIENDS OF THE FOREST	ANNUAL FRIENDS OF THE FOREST PROGRAM	\$ 10,000.00	parks1
334064	10/25/2023	1128541-2	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 24,288.08	wdist
334169	10/25/2023	201138637	CRIMINAL JUSTICE TRAINING	BASIC LAW ENFORCEMENT ACADEMY 877: CHEESEBORO	\$ 4,947.00	apd
334433	10/25/2023	23-31123	EDGE ANALYTICAL, INC	WATER ANALYSIS - TOC FINISHED, RAW	\$ 126.00	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
334438	10/25/2023	23-32559	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
334435	10/25/2023	23-32562	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 190.00	dwtp
334434	10/25/2023	23-32703	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR DECEPTION PASS	\$ 19.00	dwtp
334163	10/25/2023	231291	T-SHIRTS BY DESIGN	SUPPLIES FOR FACILITIES	\$ 52.22	pwfac
334453	10/25/2023	360089837	AWC EMPLOYEE BENEFIT TRUST	COBRA COVERAGE PAYMENT NOV 2023	\$ 921.12	hr
334167	10/25/2023	8903	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A07898	\$ 169.73	apd
334454	10/25/2023	ReimbLiddle	LIDDLE, DOUGLAS	REIMBURSE MEDICAL COPAY, LEOFF1 RETIREE	\$ 100.00	hr
334306	10/26/2023	231296	T-SHIRTS BY DESIGN	EMBROIDERY FOR UNIFORM	\$ 295.94	wdist
334416	10/26/2023	93619181	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,926.08	dwtp
334432	10/27/2023	23-30138	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
334437	10/27/2023	23-30969	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER WEEKLY COC	\$ 658.00	dwtp
334436	10/27/2023	23-31850	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
334172	10/27/2023	9002889087	SAFEGUARD BUSINESS SYSTEMS INC	OTC CASH RECEIPTS; APD BUSINESS OFFICE	\$ 467.66	apd
334420	10/27/2023	S202311530	SUPERIOR SYSTEMS, INC	PARTS FOR SETTLED WATER MIXER	\$ 2,161.93	dwtp
334168	10/27/2023	SEPTEMBER 2023	THE HUMANE SOCIETY OF	STRAY/ABANDONED ANIMALS; 23-A06558	\$ 66.00	apd
334419	10/28/2023	0000TW5A83433	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 10-28-23	\$ 11.64	apd
334456	10/30/2023	10788484	NAVIA BENEFIT SOLUTIONS, INC	OCTOBER FLEXIBLE SPENDING PA	\$ 136.95	hr
334304	10/30/2023	22-258-TRN-0011	LAKE SIDE INDUSTRIES, INC.	RETAINAGE RELEASE	\$ 9,874.50	pw1
334439	10/30/2023	23-32501	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
334299	10/30/2023	IN953185	NOANET	ENGINEERING SUPPORT - POLE ATTACHMENT REQUESTS	\$ 1,336.50	fiber
334300	10/30/2023	IN953186	NOANET	ENGINEERING SUPPORT	\$ 1,134.00	fiber
334441	10/31/2023	1313169	HIGGINS, RICHARD	REIMBURSE FOR STAIRCLIMB REGISTRATION	\$ 80.00	medic
334423	10/31/2023	1652447	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 182.00	dshop
334418	10/31/2023	62756130	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,442.44	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
334451	10/31/2023	649255	REECE, STORMIE	DEPOT CLEANING SERVICES- OCTOBER	\$ 1,606.00	parks1
334457	11/1/2023	0542005-001	UNUM LIFE INS CO OF AMERICA	NOVEMBER UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
334461	11/1/2023	320151	DOORMAN COMMERCIAL, LLC	ELECTRIC DOOR STRIKE FOR LIBRARY	\$ 784.23	pwfac
	Total				\$ 1,055,321.12	



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Washington Park New Restroom Facility #23-071-PRK-003

Staff Contact(s): JONN LUNSFORD, Steven Lange

<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 \$100,056.33 to Blackfish Civil Infrastructure, Inc. to perform the Washington Park New Restroom Facility project. This project generally consists of construction to include clearing and grading the site for placement of crushed rock to create a building pad, extension of utilities to the building pad as required by CXT for CXT to place a prefabricated concrete restroom building, and final connections to utilities stubbed to the building pad. The extension of utilities to serve the new building restroom will include water, power and sanitary sewer. Once the new building is installed by CXT, construction is anticipated to include installation of the concrete improvements surrounding the building, installation of stairs and handrails, and grading of sloped areas within the site finished grade with native soils.

Background:

1. **History:** This project will construct a new restroom facility at Washington Park and will replace the existing Port-a-Potties that have been used for many years by the Maintenance Building.
2. **Key Terms:**
 - Contract is for a fixed price of \$100,056.33.
 - Work shall start within Ten (10) Calendar days from the date of the Notice to Proceed, and Physical completion shall be achieved within 20 Working days after work commences.
3. **Competitive Bidding:** On October 11, 2023 the City [solicited bids](#) for the subject project and on October 24, 2023 a bid opening was conducted and 11 bids were received. Blackfish Civil Infrastructure, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$117,941.00.

Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Blackfish Civil Infrastructure, Inc.
Contract Amount	\$100,056.33
Earmarked Funds	Parks Foundation Donation = \$50K LID = \$94K LTAC Capital = \$80K REET = \$50K
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	within Ten (10) Calendar days from the date of the Notice to Proceed
End Date	20 working days

Previous Action: Contract [23-071-PRK-002](#) with CXT Incorporated for the purchase of the prefabricated restroom was approved at the [6/20/2023](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-071-PRK-003 with Blackfish Civil Infrastructure, Inc. in the amount of \$100,056.33 to perform the Washington Park New Restroom Facility project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-071-PRK-003 Bid Tabulation
2. 23-071-PRK-003

WASHINGTON PARK NEW RESTROOM FACILITY
 BID TAB RESULTS - OCTOBER 24, 2023

					Engineer's Estimate		Average Unit Price	Blackfish Civil Infrastructure, Inc.		RAWLS Electric and Excavation		Larry Brown Construction, Inc.		Always Active Services		Janicki General Contracting, LLC	
ITEM NO.	DESCRIPTION	REF	QTY	U/M	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1-09.7	1	LS	\$15,000.00	\$15,000.00	\$ 29,133.74	\$ 10,796.20	\$ 10,796.20	\$ 125,000.00	\$ 125,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00
2	Project Temporary Traffic Control	1-01.5	1	LS	\$2,000.00	\$2,000.00	\$ 4,631.94	\$ 4,558.60	\$ 4,558.60	\$ 10,000.00	\$ 10,000.00	\$ 4,265.00	\$ 4,265.00	\$ 4,800.00	\$ 4,800.00	\$ 3,200.00	\$ 3,200.00
3	SPCC Plan	1-07.15(1)	1	LS	\$500.00	\$500.00	\$ 572.29	\$ 575.00	\$ 575.00	\$ 1,000.00	\$ 1,000.00	\$ 380.00	\$ 380.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
4	Inlet Protection	8-01.5	3	EA	\$83.33	\$250.00	\$ 93.57	\$ 47.49	\$ 142.47	\$ 100.00	\$ 300.00	\$ 45.00	\$ 135.00	\$ 60.00	\$ 180.00	\$ 100.00	\$ 300.00
5	Sawcutting Asphalt	2-02.5	60	LF	\$7.00	\$420.00	\$ 10.24	\$ 7.92	\$ 475.20	\$ 5.00	\$ 300.00	\$ 15.00	\$ 900.00	\$ 4.00	\$ 240.00	\$ 5.00	\$ 300.00
6	Silt Fence	8-01.5	110	LF	\$5.00	\$550.00	\$ 6.76	\$ 5.03	\$ 553.30	\$ 5.50	\$ 605.00	\$ 5.30	\$ 583.00	\$ 10.00	\$ 1,100.00	\$ 8.00	\$ 880.00
7	High Visibility Fence	8-01.5(4)	300	LF	\$7.00	\$2,100.00	\$ 4.98	\$ 2.08	\$ 624.00	\$ 2.50	\$ 750.00	\$ 4.15	\$ 1,245.00	\$ 7.00	\$ 2,100.00	\$ 7.00	\$ 2,100.00
8	Clearing and Grubbing	2-01.5	0.10	ACRE	\$100,000.00	\$10,000.00	\$ 105,292.14	\$ 92,000.00	\$ 9,200.00	\$ 100,000.00	\$ 10,000.00	\$ 125,445.00	\$ 12,544.50	\$ 12,000.00	\$ 150,000.00	\$ 15,000.00	\$ 15,000.00
9	Structure Excavation Class B	2-09.5	239	CY	\$40.00	\$9,560.00	\$ 52.83	\$ 14.53	\$ 3,472.67	\$ 100.00	\$ 23,900.00	\$ 42.00	\$ 10,038.00	\$ 55.00	\$ 13,145.00	\$ 50.00	\$ 11,950.00
10	Crushed Surfacing Top Course	4-04.5	365	TONS	\$60.00	\$21,900.00	\$ 57.31	\$ 43.94	\$ 16,038.10	\$ 100.00	\$ 36,500.00	\$ 41.00	\$ 14,965.00	\$ 50.00	\$ 18,250.00	\$ 80.00	\$ 29,200.00
11	HMA CL. 3/8-inch PG58H-22	5-04.5	4	TONS	\$250.00	\$1,000.00	\$ 1,075.14	\$ 228.48	\$ 913.92	\$ 350.00	\$ 1,400.00	\$ 1,355.00	\$ 5,420.00	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00
12	PVC Sanitary Sewer Pipe, 8 In. Diam.	7-18.5	329	LF	\$50.00	\$16,450.00	\$ 121.68	\$ 41.12	\$ 13,528.48	\$ 375.00	\$ 123,375.00	\$ 141.65	\$ 46,602.85	\$ 16.00	\$ 5,264.00	\$ 85.00	\$ 27,965.00
13	PVC Sanitary Sewer Pipe, 6 In. Diam.	7-18.5	32	LF	\$35.00	\$1,120.00	\$ 76.18	\$ 40.84	\$ 1,306.88	\$ 125.00	\$ 4,000.00	\$ 63.65	\$ 2,036.80	\$ 20.00	\$ 640.00	\$ 75.00	\$ 2,400.00
14	PVC Sanitary Sewer Pipe, 4 In. Diam.	7-18.5	16	LF	\$30.00	\$480.00	\$ 69.32	\$ 40.92	\$ 654.72	\$ 125.00	\$ 2,000.00	\$ 61.60	\$ 985.60	\$ 15.00	\$ 240.00	\$ 60.00	\$ 960.00
15	Sewer Clean-out	7-19.5	8	EA	\$200.00	\$1,600.00	\$ 629.15	\$ 433.08	\$ 3,464.64	\$ 1.00	\$ 8.00	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 700.00	\$ 5,600.00
16	Connection to Existing Sanitary Sewer Manhole	7-08.5 SP	1	EA	\$2,500.00	\$2,500.00	\$ 3,413.49	\$ 4,139.46	\$ 4,139.46	\$ 2,000.00	\$ 2,000.00	\$ 5,745.00	\$ 5,745.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
17	Testing Sewer Pipe	7-17.5	377	LF	\$6.00	\$2,262.00	\$ 4.98	\$ 3.07	\$ 1,157.39	\$ 3.00	\$ 1,131.00	\$ 7.60	\$ 2,865.20	\$ 12.00	\$ 4,524.00	\$ 3.00	\$ 1,131.00
18	Hand Railing System	8-19.5 SP	14	LF	\$250.36	\$3,505.00	\$ 292.05	\$ 119.32	\$ 1,670.48	\$ 250.00	\$ 3,500.00	\$ 375.00	\$ 5,250.00	\$ 375.00	\$ 5,250.00	\$ 250.00	\$ 3,500.00
19	Cement Concrete Sidewalk	8-14.5	28	SY	\$60.00	\$1,680.00	\$ 217.26	\$ 99.10	\$ 2,774.80	\$ 300.00	\$ 8,400.00	\$ 206.75	\$ 5,789.00	\$ 350.00	\$ 9,800.00	\$ 220.00	\$ 6,160.00
20	Cement Concrete Steps	8-04.5 SP	1	LS	\$3,500.00	\$3,500.00	\$ 5,748.04	\$ 3,801.28	\$ 3,801.28	\$ 6,500.00	\$ 6,500.00	\$ 5,680.00	\$ 5,680.00	\$ 12,000.00	\$ 12,000.00	\$ 3,200.00	\$ 3,200.00
21	Water Service Line, 1.5 In. Diam.	7-16.5 SP	200	LF	\$25.00	\$5,000.00	\$ 45.62	\$ 41.91	\$ 8,382.00	\$ 65.00	\$ 13,000.00	\$ 40.45	\$ 8,090.00	\$ 25.00	\$ 5,000.00	\$ 40.00	\$ 8,000.00
22	Service Connection, 2 In. Diam.	7-15.5 SP	1	EA	\$1,500.00	\$1,500.00	\$ 3,934.52	\$ 1,561.65	\$ 1,561.65	\$ 2,000.00	\$ 2,000.00	\$ 3,620.00	\$ 3,620.00	\$ 3,200.00	\$ 3,200.00	\$ 8,500.00	\$ 8,500.00
23	PVC Schedule 40 Conduit, 2 In. Diam.	8-20.5	12	LF	\$100.00	\$1,200.00	\$ 122.26	\$ 29.47	\$ 353.64	\$ 100.00	\$ 1,200.00	\$ 106.35	\$ 1,276.20	\$ 25.00	\$ 300.00	\$ 175.00	\$ 2,100.00
24	Misc. Fittings Below Building	7-08.5 SP	1	LS	\$3,000.00	\$3,000.00	\$ 5,921.85	\$ 692.94	\$ 692.94	\$ 5,500.00	\$ 5,500.00	\$ 9,630.00	\$ 9,630.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ 12,000.00
25	Sod Installation	8-02.5	53	SY	\$25.00	\$1,325.00	\$ 44.96	\$ 21.24	\$ 1,125.72	\$ 45.00	\$ 2,385.00	\$ 76.45	\$ 4,051.85	\$ 30.00	\$ 1,590.00	\$ 50.00	\$ 2,650.00
Subtotal						\$108,402.00			\$ 91,963.54		\$ 384,754.00		\$ 175,098.00		\$ 119,423.00		\$ 175,096.00
Base Bid Adjustment						\$0.00			\$ -		\$ -		\$ -		\$ -		\$ -
Denotes correction to bid calculations based on unit prices					8.8% Sales Tax				\$ 8,093		\$ 33,858		\$ 15,409		\$ 10,509		\$ 15,408
Total Bid						\$ 117,941.38			\$ 100,056.33		\$ 418,612.35		\$ 190,506.62		\$ 129,932.22		\$ 190,504.45

WASHINGTON PARK NEW RESTROOM FACILITY
 BID TAB RESULTS - OCTOBER 24, 2023

					C Johnson Construction, Inc.		Ultra Tank Services, Inc.		Matia Contractors, Inc.		RAW Land Construction, LLC		Colacurcio Brothers		Specialty Equipment, Inc.	
ITEM NO.	DESCRIPTION	REF	QTY	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1-09.7	1	LS	\$ 10,140.00	\$ 10,140.00	\$ 11,257.00	\$ 11,257.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 11,000.00	\$ 11,000.00
2	Project Temporary Traffic Control	1-01.5	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,100.00	\$ 3,100.00
3	SPCC Plan	1-07.15(1)	1	LS	\$ 101.00	\$ 101.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
4	Inlet Protection	8-01.5	3	EA	\$ 130.00	\$ 390.00	\$ 90.00	\$ 270.00	\$ 105.00	\$ 315.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 172.50	\$ 517.50
5	Sawcutting Asphalt	2-02.5	60	LF	\$ 15.50	\$ 930.00	\$ 14.00	\$ 840.00	\$ 26.50	\$ 1,590.00	\$ 8.00	\$ 480.00	\$ 10.00	\$ 600.00	\$ 19.25	\$ 1,155.00
6	Silt Fence	8-01.5	110	LF	\$ 7.50	\$ 825.00	\$ 8.00	\$ 880.00	\$ 8.00	\$ 880.00	\$ 5.00	\$ 550.00	\$ 9.00	\$ 990.00	\$ 6.00	\$ 660.00
7	High Visibility Fence	8-01.5(4)	300	LF	\$ 6.40	\$ 1,920.00	\$ 7.00	\$ 2,100.00	\$ 4.00	\$ 1,200.00	\$ 3.00	\$ 900.00	\$ 4.00	\$ 1,200.00	\$ 5.75	\$ 1,725.00
8	Clearing and Grubbing	2-01.5	0.10	ACRE	\$ 119,600.00	\$ 11,960.00	\$ 104,000.00	\$ 10,400.00	\$ 83,500.00	\$ 8,350.00	\$ 150,000.00	\$ 15,000.00	\$ 80,000.00	\$ 8,000.00	\$ 30,000.00	\$ 3,000.00
9	Structure Excavation Class B	2-09.5	239	CY	\$ 67.25	\$ 16,072.75	\$ 45.00	\$ 10,755.00	\$ 48.00	\$ 11,472.00	\$ 28.00	\$ 6,692.00	\$ 40.00	\$ 9,560.00	\$ 41.00	\$ 9,799.00
10	Crushed Surfacing Top Course	4-04.5	365	TONS	\$ 42.25	\$ 15,421.25	\$ 64.00	\$ 23,360.00	\$ 45.00	\$ 16,425.00	\$ 31.00	\$ 11,315.00	\$ 50.00	\$ 18,250.00	\$ 44.00	\$ 16,060.00
11	HMA CL. 3/8-inch PG58H-22	5-04.5	4	TONS	\$ 3,780.00	\$ 15,120.00	\$ 410.00	\$ 1,640.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 550.00	\$ 2,200.00	\$ 862.50	\$ 3,450.00
12	PVC Sanitary Sewer Pipe, 8 In. Diam.	7-18.5	329	LF	\$ 126.00	\$ 41,454.00	\$ 65.00	\$ 21,385.00	\$ 30.00	\$ 9,870.00	\$ 70.00	\$ 23,030.00	\$ 80.00	\$ 26,320.00	\$ 67.00	\$ 22,043.00
13	PVC Sanitary Sewer Pipe, 6 In. Diam.	7-18.5	32	LF	\$ 96.25	\$ 3,080.00	\$ 55.00	\$ 1,760.00	\$ 27.00	\$ 864.00	\$ 35.00	\$ 1,120.00	\$ 46.00	\$ 1,472.00	\$ 112.50	\$ 3,600.00
14	PVC Sanitary Sewer Pipe, 4 In. Diam.	7-18.5	16	LF	\$ 70.25	\$ 1,124.00	\$ 55.00	\$ 880.00	\$ 20.00	\$ 320.00	\$ 30.00	\$ 480.00	\$ 42.00	\$ 672.00	\$ 112.50	\$ 1,800.00
15	Sewer Clean-out	7-19.5	8	EA	\$ 1,020.00	\$ 8,160.00	\$ 935.00	\$ 7,480.00	\$ 800.00	\$ 6,400.00	\$ 400.00	\$ 3,200.00	\$ 750.00	\$ 6,000.00	\$ 750.00	\$ 6,000.00
16	Connection to Existing Sanitary Sewer Manhole	7-08.5 SP	1	EA	\$ 4,710.00	\$ 4,710.00	\$ 3,750.00	\$ 3,750.00	\$ 3,300.00	\$ 3,300.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 1,800.00	\$ 1,800.00
17	Testing Sewer Pipe	7-17.5	377	LF	\$ 2.20	\$ 829.40	\$ 4.00	\$ 1,508.00	\$ 4.00	\$ 1,508.00	\$ 3.00	\$ 1,131.00	\$ 2.00	\$ 754.00	\$ 4.00	\$ 1,508.00
18	Hand Railing System	8-19.5 SP	14	LF	\$ 400.00	\$ 5,600.00	\$ 275.00	\$ 3,850.00	\$ 310.00	\$ 4,340.00	\$ 300.00	\$ 4,200.00	\$ 400.00	\$ 5,600.00	\$ 275.00	\$ 3,850.00
19	Cement Concrete Sidewalk	8-14.5	28	SY	\$ 275.00	\$ 7,700.00	\$ 115.00	\$ 3,220.00	\$ 205.00	\$ 5,740.00	\$ 75.00	\$ 2,100.00	\$ 200.00	\$ 5,600.00	\$ 70.00	\$ 1,960.00
20	Cement Concrete Steps	8-04.5 SP	1	LS	\$ 7,670.00	\$ 7,670.00	\$ 3,500.00	\$ 3,500.00	\$ 5,100.00	\$ 5,100.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 1,385.00	\$ 1,385.00
21	Water Service Line, 1.5 In. Diam.	7-16.5 SP	200	LF	\$ 65.00	\$ 13,000.00	\$ 39.00	\$ 7,800.00	\$ 34.00	\$ 6,800.00	\$ 40.00	\$ 8,000.00	\$ 55.00	\$ 11,000.00	\$ 42.00	\$ 8,400.00
22	Service Connection, 2 In. Diam.	7-15.5 SP	1	EA	\$ 5,060.00	\$ 5,060.00	\$ 1,850.00	\$ 1,850.00	\$ 4,200.00	\$ 4,200.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00
23	PVC Schedule 40 Conduit, 2 In. Diam.	8-20.5	12	LF	\$ 320.00	\$ 3,840.00	\$ 104.00	\$ 1,248.00	\$ 55.00	\$ 660.00	\$ 50.00	\$ 600.00	\$ 60.00	\$ 720.00	\$ 100.00	\$ 1,200.00
24	Misc. Fittings Below Building	7-08.5 SP	1	LS	\$ 11,680.00	\$ 11,680.00	\$ 2,800.00	\$ 2,800.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 450.00	\$ 450.00
25	Sod Installation	8-02.5	53	SY	\$ 60.00	\$ 3,180.00	\$ 18.00	\$ 954.00	\$ 15.00	\$ 795.00	\$ 50.00	\$ 2,650.00	\$ 27.00	\$ 1,431.00	\$ 32.00	\$ 1,696.00
Subtotal						\$ 192,467.40		\$ 124,987.00		\$ 111,529.00		\$ 117,099.00		\$ 156,669.00		\$ 110,708.50
Base Bid Adjustment						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Denotes correction to bid calculations based on unit prices					8.8% Sales Tax	\$ 16,937		\$ 10,999		\$ 9,815		\$ 10,305		\$ 13,787		\$ 9,742
Total Bid						\$ 209,404.53		\$ 135,985.86		\$ 121,343.55		\$ 127,403.71		\$ 170,455.87		\$ 120,450.85



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Blackfish Civil Infrastructure, Inc., a private contractor at 12303 15th Ave SW, Burien, WA 98146 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **Washington Park New Restroom Facility**, in accordance with and as described in the Invitation for Bid entitled the same and dated October 11, 2023, Project No. 23-071-PRK. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **One Hundred Thousand Fifty-Six Dollars and Thirty-Three Cents (\$100,056.33)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, work shall start within Ten (10) Calendar days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within Twenty (20) Working days after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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 Clause shall survive the expiration or termination of this Agreement.

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

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

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:

Blackfish Civil Infrastructure, Inc.

Title

Date

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

Attention: Tim Hohmann, PE, City Engineer

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

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

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

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

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

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Calendar** days after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty (20) Working** days from the date work begins, in accordance with the Notice to Proceed.

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

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

The undersigned bids for complete construction of the following described project: This project generally consists of construction to include clearing and grading the site for placement of crushed rock to create a building pad, extension of utilities to the building pad as required by CXT for CXT to place a prefabricated concrete restroom building, and final connections to utilities stubbed to the building pad. The extension of utilities to serve the new building restroom will include water, power and sanitary sewer. Once the new building is installed by CXT, construction is anticipated to include installation of the concrete improvements surrounding the building, installation of stairs and handrails, and grading of sloped areas within the site finished grade with native soils. Site infrastructure needed to serve a new restroom building is expected to include the following: regulatory requirements to include, but not limited to, coordination of site inspections with local jurisdiction and agencies, review and coordination of the building plan information and various requirements prepared by CXT. Implementing erosion and sedimentation controls. Coordination with the appropriate jurisdictions for inspections of utility installation. Coordination with owner's soils testing Engineer for inspections, material testing, compaction testing. Coordination with the Owner for layout of proposed utilities and tree removal, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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

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

ATTACHMENT C - BID PROPOSAL
WASHINGTON PARK NEW RESTROOM FACILITY
23-071-PRK-004
PAGE 2 OF 5

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At \$ 10,796.20 Per Lump Sum	\$ 10,796.20
2	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ 4,558.60 Per Lump Sum	\$ 4,558.60
3	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ 575.00 Per Lump Sum	\$ 575.00
4	3 EA	INLET PROTECTION 8-01.5	At \$ 47.49 Per Each	\$ 142.47
5	60 LF	SAWCUTTING ASPHALT 2-02.5 SP	At \$ 7.92 Per Linear Foot	\$ 475.20
6	110 LF	SILT FENCE 8-01.5	At \$ 5.03 Per Linear Foot	\$ 553.30
7	300 LF	HIGH VISIBILITY FENCE 8-01.5(4)	At \$ 2.08 Per Linear Foot	\$ 624.00
8	0.10 ACRE	CLEAR AND GRUBBING 2-01.5	At \$ 92,000.00 Per Acre	\$ 9,200.00
9	239 CY	STRUCTURE EXCAVATION CLASS B 2-09.5	At \$ 14.53 Per Cubic Yard	\$ 3472.67
10	365 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ 43.94 Per Ton	\$ 16,038.10
11	4 TONS	HMA CL. 3/8-inch PG58H-22 5-04.5	At \$ 228.48 Per Ton	\$ 913.92

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ATTACHMENT C - BID PROPOSAL
WASHINGTON PARK NEW RESTROOM FACILITY
23-071-PRK-004
PAGE 3 OF 5

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
12	329 LF	PVC SANITARY SEWER PIPE, 8 IN. DIAM. 7-18.5	At \$ 41.12 Per Linear Foot	\$ 13,528.48
13	32 LF	PVC SANITARY SEWER PIPE, 6 IN. DIAM 7-18.5	At \$ 40.84 Per Linear Foot	\$ 1,306.88
14	16 LF	PVC SANITARY SEWER PIPE, 4 IN. DIAM 7-18.5	At \$ 40.92 Per Linear Foot	\$ 654.72
15	8 EA	SEWER CLEANOUT 7-19.5	At \$ 433.08 Per Each	\$ 3,464.64 Per Each
16	1 LS	CONNECTION TO EXISTING SANITARY SEWER MANHOLE 7-08.5 SP	At \$ 4,139.46 Per Lump Sum	\$ 4,139.46
17	377 LF	TESTING SEWER PIPE 7-17.5	At \$ 3.07 Per Linear Foot	\$ 1,157.39
18	14 LF	HAND RAILING SYSTEM 8-19.5 SP	At \$ 119.32 Per Linear Foot	\$ 1,670.48
19	28 SY	CEMENT CONCRETE SIDEWALK 8-14.5	At \$ 99.10 Per Square Yard	\$ 2,774.80
20	1 LS	CEMENT CONC. STEPS 8-04.5 SP	At \$ 3,801.28 Per Lump Sum	\$ 3,801.28
21	200 LF	WATER SERVICE LINE, 1.5 IN. DIAM. 7-16.5 SP	At \$ 41.91 Per Linear Foot	\$ 8,382.00

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

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

22	1 EA	SERVICE CONNECTION, 2 IN. DIAM. 7-15.5 SP	At \$ 1,561.65 Per Each	\$ 1,561.65
23	12 LF	PVC SCHEDULE 40 CONDUIT, 2 IN. DIAM. 8-20.5 SP	At \$ 29.47 Per Linear Foot	\$ 353.64
24	1 LS	MISC. FITTINGS BELOW BUILDING 7-08.5 SP	At \$ 692.94 Per Lump Sum	\$ 692.94
25	53 SY	SOD INSTALLATION 8-02.5	At \$ 21.24 Per Square Yard	\$ 1,125.72

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

Sub-Total base bid:	\$ 91,963.94
Base Bid Value Adjustment, plus Or Minus	\$ 0.00
Sales Tax (8.8%)	\$ 8,092.79
Total Base Bid	\$ 100,056.33

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

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

BID DEPOSIT

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

☒ Bid Bond

☐ Cashier's Check

☐ Postal Money Order

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

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

NOTICE TO ALL BIDDERS

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

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

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: Blackfish Civil Infrastructure, Inc

Contact Name: Brad Rand or Mike Reid

Mailing Address: 12303 15th Ave SW

City, State, Zip: Burien, WA 98146

Business Telephone: 206-250-8983 Cell Phone: M. Reid: 425-301-6536 B. Rand: 206-786-6218

Email Address: Brad@blackfishci.com or Mreid@blackfishci.com

Contractor's State License No: BLACKCI777KU

UBI Number: _____

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

(Corporate Seal)	<u>Blackfish Civil Infrastructure, Inc</u>	<u>President</u>
	Name of Bidder	Title
<u>10/23/23</u>	<u>Bradley William Rand</u>	
Date	Signature of Bidder	
	<u>Bradly William Rand</u>	
	Print Name	



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 5.d.

Agenda Item Title: Special Event Application: Turkey Trot

Staff Contact(s): Stephanie Snyder

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Stephanie Snyder	Motion
John Coleman	
LIBBY GRAGE	
STEVE HOGLUND	

Item Summary: This is an athletic event. An out-and-back 5k run. The run will start at Sea-Farers and follow an out and back route along the Tommy Thompson trail.

Budget Impact:
0 dollars

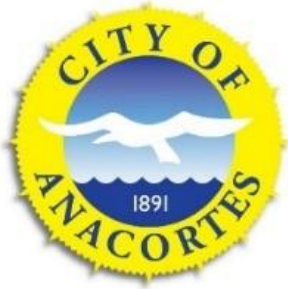
Previous Action:

Recommended Motion: Approve

Alternative Actions: Disapprove

Attachments (listed in order presented):

1. Turkey trot application



Special Event Application Processing

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

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

10/10/2023

Event Name *

Annual Anacortes Turkey Trot

Event Type

- ☐ Street Fair / Festival
- ☒ Athletic Event
- ☐ Parade
- ☐ Rally / Demonstration
- ☐ Filming
- ☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Anacortes Christian School

Mailing Address *

2008 C Ave, Anacortes, WA, 98221

Event Contact Person *

David Rodriguez

Event Contact Email *

admin@anacorteschristianschool.org

Event Contact Phone *

360-708-1652

Event Website

<https://www.anacorteschristianschool.org/anacortes-turkey-trot>

Estimated Number of Participants/Attendees *

50

Event Description *

An out-and-back 5k run. The run will start at Sea-Farers and follow an out and back route along the Tommy Thompson trail.

Will food vendors participate in this event? *

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

☐ Yes ☒ No

Date Event Starts *

11/23/2023

Time Event Starts *

8:00:00 AM

Date Event Ends *

11/23/2023

Time Event Ends *

1:00:00 PM

Date Street Closure Starts *

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

11/23/2023

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

11/23/2023

Time Street Closure Ends *

1:00:00 PM

Event Location *

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

There will be no street closure for this event. Ignore the "Date Street Closure Starts", the field was mandatory but not applicable to this event.

Parking Location

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

Parking at Seafarers Memorial.

Event Map (optional)

Upload one or more maps of the event

[Screen Shot 2023-10-10 at 2.3...](#) 613.7KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Special Event Indemnification A...](#) 106.04KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

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

Electronic Signature Agreement

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

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

☒ Yes

Signature

David Rodriguez

Admin Review

Council Meeting Date *

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

11/6/2023

Staff Review Deadline *

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

10/30/2023

Administrator comments and conditions of approval

There is no street closure for this 5K run- application was unable to submit without installing street closure date.

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

The Parks Department has a few questions about the route of the "Trot" and how it may affect other trail users. Perhaps the event would benefit by letting us know a bit more about the event by sending the information to the Parks and Recreation Director.

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

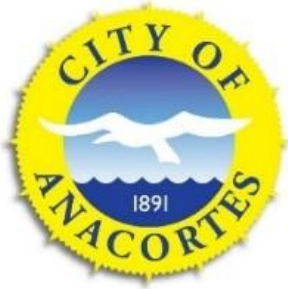
Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

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



Special Event Application

Per AMC 7.04.040, application shall be filed not less than ninety days in advance of the date on which the event is to occur, if the event requires the closure of any highway or street, any detouring traffic, or any significant impact on city services. Other events not requiring the foregoing are to be filed not less than sixty days in advance of the proposed event. Applicants will be notified when the application is scheduled for consideration by City Council, and will again be notified when City Council either approves or denies the application. Following application approval, applicants will be provided with contact numbers for relevant city departments. Applicants are responsible for contacting individual City departments to request services for the event, such as traffic control, solid waste removal, and food service inspection.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

10/10/2023

Event Name *

Annual Anacortes Turkey Trot

Event Type

- ☐ Street Fair / Festival
- ☒ Athletic Event
- ☐ Parade
- ☐ Rally / Demonstration
- ☐ Filming
- ☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

Anacortes Christian School

Mailing Address *

2008 C Ave, Anacortes, WA, 98221

Event Contact Person ***Event Contact Email *****Event Contact Phone *****Event Website****Estimated Number of Participants/Attendees *****Event Description ***

An out-and-back 5k run. The run will start at Sea-Farers and follow an out and back route along the Tommy Thompson trail.

Will food vendors participate in this event? *

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

☐ Yes ☒ No

Date Event Starts ***Time Event Starts *** ▼**Date Event Ends *****Time Event Ends *** ▼**Date Street Closure Starts ***

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

Time Street Closure Starts * ▼**Date Street Closure Ends *****Time Street Closure Ends *** ▼**Event Location ***

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

There will be no street closure for this event. Ignore the "Date Street Closure Starts", the field was mandatory but not applicable to this event.

Parking Location

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

Parking at Seafarers Memorial.

Event Map (optional)

Upload one or more maps of the event

Upload

[Screen Shot 2023-10-10 at 2.3...](#) 613.7KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

[Special Event Indemnification A...](#) 106.04KB

Download the Indemnification Agreement [here](#).

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☒ Yes

Signature

David Rodriguez

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Departmental attachments

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Upload

City Council Decision

City Council Decision *

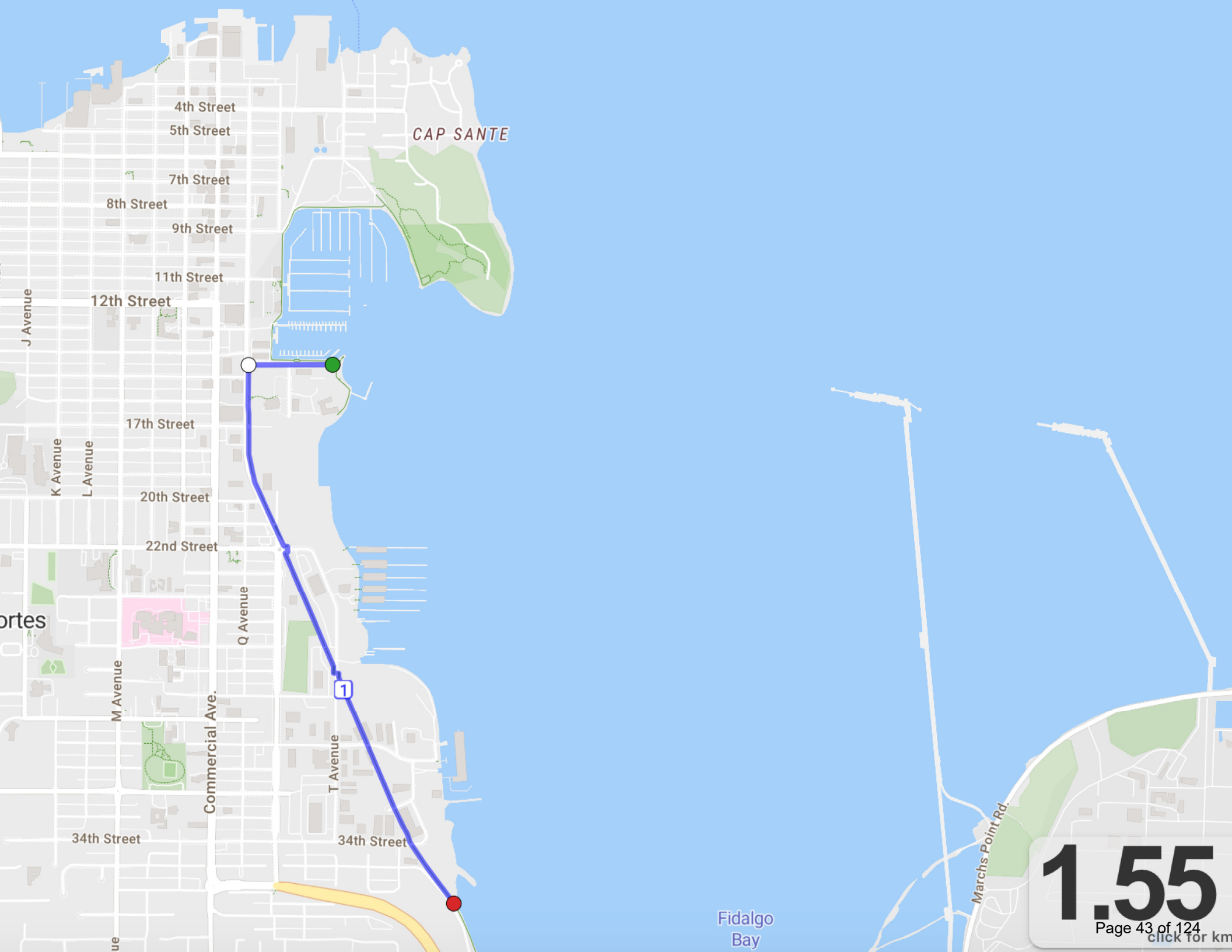
☐ Approved ☐ Approved with conditions ☐ Denied

City Council Decision Date *

Conditions of Approval

WebClient Path

<https://laserfiche.cityofanacortes.org/laserfiche/index.aspx?>



4th Street
5th Street
7th Street
8th Street
9th Street
11th Street
12th Street

CAP SANTE

17th Street

20th Street

22nd Street

Commercial Ave.

34th Street

34th Street

Fidalgo
Bay

Marchs Point Rd

1.55

Page 43 of 124

click for km



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 5.e.

Agenda Item Title: Contract Award: R Avenue Long-Term Improvement Project - Materials Testing #20-127-TRN-006

Staff Contact(s): Andrew Rheaume, Steven Lange

<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 \$54,060.00 to GeoTest Services, Inc. to perform materials inspections for the R Avenue Long-Term Improvement Project. Work includes periodic inspection and lab materials testing as required per WSDOT specifications for earthwork, concrete and asphalt during the construction.

Background:

1. **History:** The overall project includes constructing a roundabout at 30th Street and R Avenue, which will include improving Q Avenue between 30th Street and 32nd Street, making R Avenue at 32nd a right turn only intersection, closing the gaps in the existing boulevard median in R Avenue to make all intersections, except for 30th and 22nd right-in-right-out (RIRO) only intersections, and street lighting.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$54,060.00.
 - The period of performance is from contract inception through February 16, 2024.
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	GeoTest Services, Inc.
------------	------------------------

Contract Amount	\$54,060.00
Earmarked Funds	\$54,060.00
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Inception
End Date	2/16/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-127-TRN-006 with GeoTest Services, Inc. in the amount of \$54,060.00 to perform the R Avenue Long-Term Improvement Project - Materials Inspection.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 20-127-TRN-006



AGREEMENT 20-127-TRN-006

Between THE CITY OF ANACORTES AND GEOTEST SERVICES, INC.

R AVENUE LONG-TERM IMPROVEMENT PROJECT - MATERIALS INSPECTION

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and GeoTest Services, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform periodic inspection and lab materials testing as required per WSDOT specifications for earthwork, concrete and asphalt during the construction of the City's R Avenue Long-term Improvement Project. All work shall be performed under the direction of Steve Lange, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Fifty-Four Thousand Sixty Dollars (\$54,060.00)**. The billable rates for services provided shall be in accordance with Exhibit A, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through February 16, 2024.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant 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 Consultant. 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 Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

5. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment.

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

7. **Withholding Payment.** In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

8. **Final Payment: Waiver of Claim.** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

10. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

11. **Indemnification / Hold Harmless.** Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for 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.

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant 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 Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor' 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 Consultant'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 Consultant 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.**

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

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

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the

Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within 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.

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

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

16. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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.

17. **Consultant 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 Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractor during the performance of this Agreement.

18. **Acceptance.** Consultant acknowledges and agrees that these contract terms 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 Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

19. **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.

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant 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 Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work 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.

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

22. **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.

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

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

25. **Disputes**

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

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

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

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

26. **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 Consultant shall have no recourse against the City.

27. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

28. **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.

29. **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.

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

31. **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

CONSULTANT:

GeoTest Services, Inc.
Dave Bufalini
741 Marine Drive
Bellingham, WA 98225

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.

CITY OF ANACORTES

GEOTEST SERVICES, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

R Avenue Long-Term Improvement Projects
R Avenue, Anacortes, WA
Conceptual Scope & Budget: Construction Inspection and Materials Testing

GeoTest is pleased to submit this cost estimate for the noted project. Based on a review of the construction documents, we believe that the cost for all presented services will be in the order of \$54,060.

This is a time and materials estimate intended for budgeting purposes. Costs are a direct reflection of the construction schedule.

SERVICE BUDGET SUMMARY

Field Inspections					\$43,850
Laboratory Testing					\$10,210
Combined Services Budget					\$54,060

CONSTRUCTION MATERIALS TESTING

EARTHWORK

Perform field in-place density tests for structural fills.

Service	Detail
In-Place Density Technician - Soils	Pipe Bedding - Section 7-08.3(1)C
	Trench Backfill - Section 7-08.3(3)
	Subgrade for Pavement - Section 2-06.3(2)
Geotechnical Technician	Subgrade for C/G/S
	Subgrade Evaluation
Field Technician	Sample Pickup & Processing
Subtotal	

CONCRETE

Reinforcement inspection prior to concrete placement.
Periodic inspection during concrete placement, including sampling, slump, air, temperature, and taking concrete specimens.

Service	Detail
Concrete Inspector	Curb/Gutter/Sidewalks
	Driveways
	Bus Shelter Pad
	Roundabout
Field Technician	Sample Pickup & Processing
Subtotal	

ASPHALT

Testing and inspection of asphalt during paving.
Perform laboratory extraction/gradation and rice density in accordance with WSDOT test methods.

Service	Detail
In-Place Density Technician - Asphalt	Compaction Tests - 1/2" HMA
Field Technician	Sample Pick-Up and Processing
Subtotal	

Service	Detail	Visits	Hours	Unit Rate	Total
Field Inspections and Sample Pick-Up and Processing Project Manager Mileage	Earthwork/Concrete/HMA Inspections	50	8	\$95	\$38,000
	Report Review, Safety, Meetings, Etc.		20	\$135	2,700
	Trip Charge (90 mi x 0.70/mi = \$63/trip)	50		\$63	3,150
Subtotal					\$43,850

Field Budget For Site Work	\$43,850
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LABORATORY - CONSTRUCTION MATERIALS TESTING

Construction materials laboratory testing in accordance with ASTM, WSDOT, and project specification criteria.

Service	Detail		Number of Tests	Unit Rate	Total
Moisture Density Relationship (Proctor) w/ Sieve	Soils		4	\$285	\$1,140
Additional Acceptance Sieves	Soils/Aggregate		8	\$175	1,400
Compressive Strength - Concrete	Concrete (30 sets x 4 ea.)		120	\$35	4,200
% Fracture	Aggregate		3	\$95	285
Sand Equivalent - Aggregate	Aggregate		3	\$95	285
Extraction/Gradation	Asphalt		5	\$300	1500
Asphalt Specific Gravity (Rice Density)	Asphalt		5	\$115	575
Sand Equivalent	Asphalt		3	\$95	285
Uncompacted Voids	Asphalt		3	\$180	540
Construction Materials Laboratory Budget					\$10,210



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Continued: Revenue Sources, Including an increase in the property tax levy

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Public Hearing
STEVE HOGLUND	

Item Summary: Continued public hearing on revenue sources from the October 23rd meeting.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Budget overview to Council

Tax Revenues

- The City's 3 largest tax revenue streams:
 - Property Tax - Lid Lift
 - Sales Tax - decreasing trend
 - Utility Tax - decreasing / flat trend
- These 3 revenue streams year to year make up roughly 75% of the City's annual tax collections

Property Tax

- ▶ Levy Lid Lift of .3624 millage was approved by 67.74% of voters in the April 25th Special Election.
- ▶ This brings the new millage rate for 2024 to 1.34335.
- ▶ The estimated assessed values that millage will be applied against is 6.25B

Budget year	Assessed value	Levy	Millage
2024 estimated	6,258,633,649	8,407,536	1.34335
2023 actual levy:	5,758,266,074	5,648,034	0.98095
2022 actual levy:	4,758,505,751	5,523,241	1.16071
2021 actual levy:	4,213,585,262	5,385,680	1.27817
2020 actual levy:	3,985,572,170	5,296,453	1.32891

Property Tax

- ▶ Historically City Property tax increased at an average of 2.4% per year
 - ▶ 1% increase from council action plus new construction added to the tax rolls
- ▶ The April 2023 special election set the new millage at 1.3434 per \$1000 in assessed value
- ▶ This will cost an additional \$272 in annual property tax for a 750K house.
- ▶ The funding will provide an additional 8 Firefighters and 5 Police Officers.

Assessment:	750,000	750
Anacortes Levy Pre Lid Lift	0.9809	735.68
Anacortes Levy Post Lid Lift	1.3434	1,007.55
Annual Difference:		271.88
Monthly Difference:		22.66

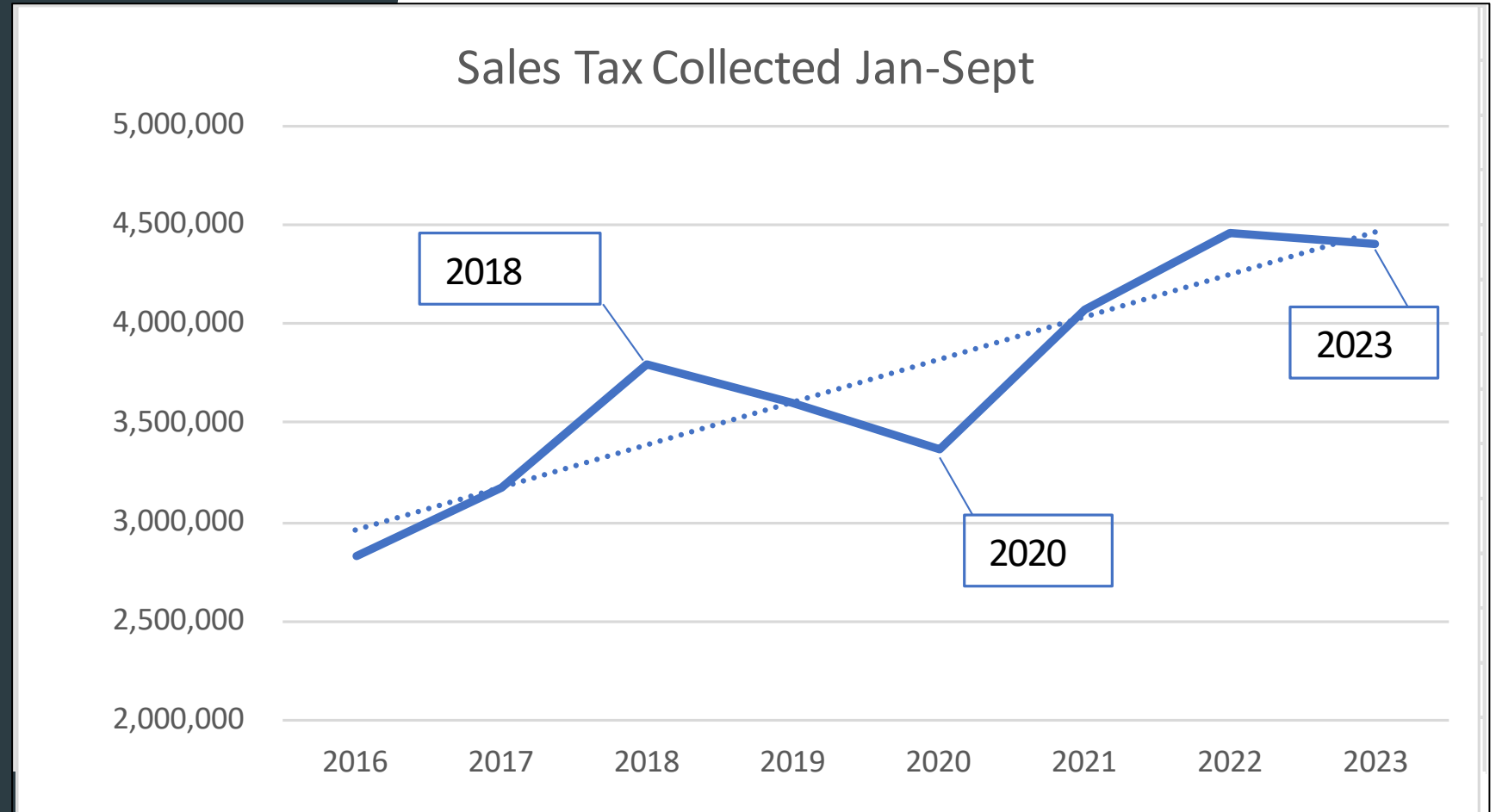
Sales Tax

- ▶ Retail Sales Tax, includes out of town sales when delivery is to an Anacortes address.
- ▶ Includes online sales.
- ▶ 2018 spike from high school construction project, making the drop in 2019 expected.
- ▶ Drop in 2020 was due to Covid.

	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-Sep History:	3,167,739	3,800,168	3,597,487	3,367,440	4,071,995	4,460,488	4,400,716
YTD Change from prior year		20.0%	-5.3%	-6.4%	20.9%	9.5%	-1.3%

Sales Tax

- ▶ Sales Tax has a 8.3% annual increase when trend is reviewed from 2016 - 2022
- ▶ In 2023 sales tax receipts are 1.3% below prior year.
- ▶ That is a 9.6% decrease against the trend.



Trendline: 8.3% year over year growth 2016 - 2022

2018 High School construction project

2020 Covid recession

2023 Down 1.3% compared to PY; down 9.6% compared to trend

Sales Tax Projection

- ▶ We know the Construction industry will generate less sales tax in 2024.
- ▶ As of August there were 56% fewer new construction building permits issued than in 2022, and 62% fewer than in 2021.
- ▶ Interest rates hikes have increased the cost of borrowing and slowed bank loan growth.
- ▶ A pessimistic view on sales tax seems reasonable.

	Jan - Aug	2020	2021	2022	2023
Type of Construction					
bsfr	Single family	39	46	39	16
bmfr	Multi family	1	9	3	1
bcomm	Commercial	3	1	6	4
	Total Permits	43	56	48	21

Slower loan growth leads to slower economic growth



Sales Tax Projection

- ▶ Based on historical sales tax collections as of August the City has typically collected 63.7% of the years total
- ▶ This is a \$604,441 decrease in revenue projections.

	Receipts	% of Total
Jan	454,978	7.6%
Feb	493,366	16.1%
Mar	418,439	22.9%
Apr	407,381	29.3%
May	499,200	37.7%
Jun	417,866	45.4%
Jul	538,024	54.3%
Aug	618,620	63.7%
Sep	552,843	72.8%
Oct		
Nov		
Dec		
	4,400,716	
	6,044,412	Projected 2023 Total
	<u>5,439,971</u>	90% of 2023, Aug receipts
	<u>604,441</u>	

Utility Tax

- ▶ Made up of tax charged on Private utilities: Natural gas, electricity, phone service, cable TV service.
- ▶ Natural gas and electricity costs are starting to decrease.
- ▶ Public Utility tax is increasing at a slower due to capital defeasance and water conservation.
- ▶ Public UT is set at a 3.5% increase per the City utility rate policy.
- ▶ Private UT is projected at a 5% decrease based on trend.

	Utility Tax	
	Public	Private
Jan	170,830	261,361
Feb	159,401	252,759
Mar	171,804	237,685
Apr	174,614	265,299
May	184,006	201,403
Jun	181,358	179,151
Jul	183,652	165,304
Aug		
Sep		
Oct		
Nov		
Dec		
	1,225,665	1,562,962
2023 projection:	2,135,354	2,459,712
2024 Budget	2,210,092	2,336,726

Other Revenues

- ▶ The Liquor and Criminal Justice revenues go into the General fund.
- ▶ Motor Vehicle Fuel Tax (MVFT) and Multimodal go into the Road Maintenance Fund.
- ▶ MRSC provides a Shared Revenue Calculator that is pretty accurate.
- ▶ 2024 projections are less than 2023 projections.
- ▶ A result of fuel costs increasing, which drives demand down.
 - ▶ MVFT is not a percentage charge of the cost of the fuel, but a charge per gallon.

State Shared Revenues

	2024	2023
Liquor Profits	136,051	136,782
Liquor Excise	130,285	122,657
Criminal Justice - Population	6,848	6,437
Criminal Justice - Special Prog	24,327	22,708
Gas Tax (MVFT)	308,502	325,416
Increased MVFT	20,182	20,383
Multimodal Distribution	23,066	23,244
	649,261	657,627



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 7.a.

Agenda Item Title: Anacortes Waterfront Alliance Update

Staff Contact(s): DUSTIN SOUTH

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

Item Summary: The Anacortes Waterfront Alliance will update City Council on their Learn to Sail program and other offerings to the community. The Waterfront Alliance is using sailboats and other gear that were property of the city's sponsored sailing program. The AWA is using this resource to offer additional sailing opportunities to Anacortes residents.

Budget Impact:
none

Previous Action: Agreement number 20-216-PRK-001 was agreed upon between the City and the AWA regarding the sailboats and Learn to Sail Program.

Recommended Motion: None

Alternative Actions: None

Attachments (listed in order presented):

1. CoA Anacortes Waterfront Alliance Presentation 2023

Anacortes Waterfront Alliance



Anacortes Waterfront Alliance

Mary Trester, Executive Director

Elise Murphy, Program Manager





Anacortes Waterfront Alliance

Mission



Enabling meaningful interaction with our community's waterfront through the preservation of public access and the development of inclusive programs

AWA Partners & Sponsors



AWA Team: 3 Staff, 10 Board Members + Volunteers



Mary Trester
Executive Director



Elise Murphy
Program Manager



Satone Haratani
Head Coach



Serving 300+ on the Water

Kayaking, Sailing and Paddleboarding

AWA Summer Programs - 132 participants

Intro to Watersports	Beginner Learn to Sail	Intermediate Learn to Sail	Introduction to Racing	Adult Learn to Sail
30 kids	55 kids	25 kids	12 kids	10 adults
*APRD Partnership				*APRD Partnership

Youth Sailors in Anacortes!



¡Juguemos en el agua!

NCLI-Grant

Triumph Teen Life Center, Mount Vernon



No Child Left Inside – RCO Grant - 26 Migrant Family Children



Water Exploration



Discovering Bulb Kelp



Simply Floating

Summer Community Rentals - 153





Middle School Seahawks Sailing Team 16 sailors



High School Seahawks Sailing Team - 15 Sailors

Anacortes Waterfront Alliance







Racing Regattas

Anacortes Waterfront Alliance

Bringing over 200 sailors
each spring and fall

Sip & Sea 2023

AWA's First Annual Fundraiser



AWA

Anacortes Waterfront Alliance is a nonprofit organization dedicated to waterfront access, preservation and experience





Mary Trester

**director@anacortes
waterfront.org**

Elise Murphy

**program@anacortes
waterfront.org**

anacorteswaterfront.org

Thank you



Anacortes Waterfront Alliance



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4058: Amending Critical Areas Regulations

Staff Contact(s): DARCY SWETNAM

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

Item Summary: On June 5, 2023, the City Council ratified the Mayor's signature on a settlement agreement with Ian Munce to resolve his Growth Management Hearings Board appeal of the City's adopted ordinance 4025, which updated the City's critical areas ordinance. The settlement agreement requires the City to adopt an ordinance amending section 19.70.040(B) AMC to revert to the language in effect prior to adoption of Ordinance 4025. In exchange, Petitioner Munce agrees to dismiss his appeal. City staff recommend this Code change, which has also been reviewed by the Washington State Department of Ecology and the Department of Fish and Wildlife.

Budget Impact:
N/A

Previous Action: June 5, 2023 - ratification of the Mayor's signature on the settlement agreement (May 24, 2023)
September 27, 2023 -Planning Commission evaluation and recommendation of approval to Council.

Recommended Motion: I move we adopt Ordinance 4058 amending the critical areas regulations as presented.

Alternative Actions:

Attachments (listed in order presented):

1. 231106 Ordinance 4058 - Critical Areas Amendments
2. FINAL-PCRecordedMotion-SIGNED

3. 20230927-WDFW-Munce
4. 231106 Ordinance 4058 Presentation

Ordinance No. 4058

An Ordinance Amending the Critical Area Regulations Contained in Anacortes Municipal Code Subsection 19.70.040(B) regarding Exempt Activities.

Whereas, on July 18, 2016, the City Council adopted Ordinance 2982 adopting a new Comprehensive Plan pursuant to the City's periodic Growth Management Act Comprehensive Plan amendment and update process; and

Whereas, the Anacortes Comprehensive Plan provides guidance for amending the Anacortes Municipal Code (AMC) development regulations and official zoning map to implement its land use, housing, economic development, transportation, environment and conservation, and other goals and policies; and

Whereas, the City Council adopted Ordinance 3064 updating the Critical Areas Regulations July 26, 2021; and

Whereas, the City Council adopted Ordinance 4025 amending the updated Critical Areas Regulations on October 17, 2022; and

Whereas, the City Council desires to further amend one subsection of the Critical Area regulations as described in Section 2 below to address potential impacts to critical areas;

Whereas, the proposed amendment to the Critical Areas regulations are in the best interest of the City of Anacortes residents; and

Whereas, the proposed amendment to the Critical Area Regulations set forth herein has been processed, reviewed, considered, and adopted in material compliance with all applicable state and local procedural requirements, standards and requirements, standards, and criteria, including but not limited to the requirements of Chapter 36.70A RCW.

Whereas, a public comment opportunity was provided for the proposed change to Section 19.70.040(B) at the September 27, 2023 Planning Commission meeting; and

Whereas, the City Council considered the Planning Commission recommendation at a meeting on November 6, 2023; and

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

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Development Regulation Amendments Adopted. The Anacortes Municipal Code at Section 19.70.040(B) is hereby amended to read as follows:

To be exempt from this chapter does not give permission to degrade a critical area or buffer or to ignore risk from natural hazards. All exempt activities must use reasonable methods to avoid potential impacts to critical areas and buffers. In every case, ~~harm disturbance to the critical area's functions and values must be avoided if possible and minimized to the greatest extent possible.~~ Disturbances ~~must be~~ minimized through best management practices and the use of low-impact equipment.

Section 3. Transmittal to State. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be submitted to the State Department of Commerce.

Section 4. Severability. If any section, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Effective Date. Consistent with RCW 35A.12.130, this ordinance takes effect 5 days after publication.

Section 6. PASSED and APPROVED this ____ day of _____, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy James Swetnam, City Attorney



Anacortes Planning Commission
Recorded Motion Regarding Amendments to AMC 19.70.040(B) Related to
Exempt Activities in Critical Areas and Buffers

Proposal name:	Amend Anacortes Municipal Code Chapter 19.70 Critical Areas at Section 19.70.040(B) Exempt Activities
File Number:	LEG-2023-01
Documents available at:	https://www.anacorteswa.gov/1547/Legislative-Planning-Updates
Public hearing body:	Anacortes Planning Commission
Public hearing date:	September 27, 2023
PC deliberations & recommendation:	September 27, 2023

After considering the written and spoken comments and considering the record before it, the Planning Commission enters the following findings of fact, reasons for action, and recommendations to the Anacortes City Council.

Findings of Fact and Reasons for Action

1. The City of Anacortes SEPA Responsible Official determined the proposal to be categorically exempt from SEPA review per WAC 197-11-800(19).
2. The City notified the State of Washington of its intent to adopt amendments to its development regulations on August 17, 2023 (Submittal ID 2023-S-6342). The 60-day notice period ends on October 16, 2023.
3. Public notice of the proposal and the public hearing was provided consistent with AMC 19.16.070, including publication on the Planning, Community & Economic Development Department webpage, email notice to the department's email list, and paid notice in the city's official newspaper.
4. The Planning Commission held a public hearing to take oral and/or written comments on the proposed amendments on September 27, 2023.
5. The Planning Commission deliberated and considered all relevant matters including public hearing testimony and written comments, staff recommendations and analysis, legal advice, and consistency with the Anacortes Comprehensive Plan.
6. Based upon a review of the public testimony, the staff recommendations and analysis, and legal advice, the Planning Commission finds that the proposed amendments

consistent with the Anacortes Comprehensive Plan and the City of Anacortes' local regulations and policies.

Recommendation

The Planning Commission recommends that the City Council adopt the proposed amendment to AMC 19.70.040(B) related to exempt activities as presented.

This recorded motion approved September 27, 2023.

Commission Vote	Support	Oppose	Absent	Abstain
Ward MacKenzie, Chair	X			
Jeffrey Graf	X			
Paul Ryan			X	
Frank Jeretzky			X	
Linda Martin	X			
James Stoneman	X			
William McCombs	X			
Total	5	0	2	0

ANACORTES PLANNING COMMISSION
ANACORTES, WASHINGTON



Ward MacKenzie, Planning Commission Chair

09/28/2023
Date

Submitted by Ian Munce at
the 9/27/23 Planning
Commission public hearing

From: Folkerts, Keith E (DFW) Keith.Folkerts@dfw.wa.gov
Subject: FW: Anacortes CAO recommended language
Date: Sep 13, 2023 at 10:30:13 AM
To: Ian Munce ianmunce@gmail.com

Ian,

As requested, here is the email I sent to the City regarding the “disturb” vs “harm” issue.
If you have any questions, please let me know.
Keith

From: Folkerts, Keith E (DFW)
Sent: Monday, May 8, 2023 1:44 PM
To: libbyB@cityofanacortes.org
Cc: Whittaker, Kara A (DFW) <Kara.Whittaker@dfw.wa.gov>; Tate, Elizabeth (DFW) <Elizabeth.Tate@dfw.wa.gov>
Subject: RE: Anacortes CAO recommended language

Dear Libby,

Thanks for your question about our use of the word “harm” in our recommended changes to your Critical Area Ordinance last summer.

We used this term simply because that is the term used in WAC [365-196-830](#)(4):

*(4) Although counties and cities may protect critical areas in different ways or may allow some localized impacts to critical areas, or even the potential loss of some critical areas, development regulations must preserve the existing functions and values of critical areas. If development regulations allow **harm** to critical areas, they must require compensatory mitigation of the **harm**. Development regulations may not allow a net loss of the functions and values of the ecosystem that includes the impacted or lost critical areas. (emphasis added)*

We did not anticipate that the term “disturb” as used in your CAO provides a higher level of resource protection and/or be an easier standard for your Code Enforcement staff to work with. We did not intend for you to lower your resource protection.

We appreciate working with the City. If you have any questions regarding this, please feel free to contact our Land Use Policy Lead, Kara Whittaker at kara.whittaker@dfw.wa.gov. For other questions regarding local resources, please contact your Local WDFW Habitat Biologist, Elizabeth Tata at Elizabeth.Tate@dfw.wa.gov.

Keith



Keith Folkerts

(he/him)

Priority Habitats and Species, WDFW Habitat Program

1111 Washington St. SE, Olympia, WA 98501

keith.folkerts@dfw.wa.gov



Ordinance 4058

November 6, 2023

Background

- The City adopted ordinance 4025 on October 17, 2022 in response to Growth Management Hearings Board appeals proceedings
- Part of the ordinance updated the language in Section 19.70.040(B) regarding exempt activities
- Ian Munce appealed this change to the Growth Management Hearings Board under Case Number 22-2-0004.
- The Parties entered into a settlement agreement, by which Mr. Munce will withdraw his appeal once the City adopts the proposed Code language
- Planning Commission had a public hearing and recommended approval on September 27, 2023.

Analysis

- Section 19.70.040 AMC describes activities in critical areas or buffers that are exempt from the critical areas regulations in Chapter 19.70.
- Petitioner Munce requested the reversion to the previous language in 19.70.040(B) because he feels it better protects critical areas
- Petitioner Munce's appeal argued that the harm standard (which replaced previous disturbance language) is a higher threshold for City enforcement actions as the associated City code prohibits the City from seeking Court authorization to enter property to evaluate harm and disturbance in most cases can be determined without property access

Proposed Change to 19.70.040(B) AMC

To be exempt from this chapter does not give permission to degrade a critical area or buffer or to ignore risk from natural hazards. All exempt activities must use reasonable methods to avoid potential impacts to critical areas and buffers. In every case, ~~harm~~ disturbance to the critical area's functions and values must be ~~avoided if possible and minimized to the greatest extent possible.~~ Disturbances ~~must be~~ minimized through best management practices and the use of low-impact equipment.

Thank you

QUESTIONS?





City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 7.c.

Agenda Item Title: 2024 Budget Review - Public Works

Staff Contact(s): STEVE HOGLUND, Andrew Rheaume

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

Item Summary: Review of the 2024 budget for Public Works departments, including: water, sewer, stormwater, sanitation, fleet, street maintenance, street construction and facilities.

Budget Impact:
Various

Previous Action: October 9 Mayors budget message and Public works CFP review, October 16 General Government CFP review, October 23 public hearing on revenues.

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented): None



City Council Agenda Bill

Meeting Date: November 6, 2023 **Agenda Item:** 7.d.

Agenda Item Title: Ordinance 4062: An Ordinance Adopting New AMC Chapter 2.08 Regarding Appointive Officers of the City

Staff Contact(s): RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON

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

Item Summary: RCW 35A.12.09 provides that "the mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service;" that "Confirmation by the city council of appointments of officers and employees shall be required only when the city charter, or the council by ordinance, provides for confirmation of such appointments;" and that "Appointive offices shall be without definite term unless a term is established for such office by law, charter or ordinance." RCW 35A.12.020 sets the minimum appointive officers of a city, including the city attorney, clerk, treasurer, and chief law enforcement officer, and authorizes expansion of that list by ordinance. Mayors of Anacortes have historically submitted permanent appointments of department heads for confirmation by the City Council but no standards for interim appointments have been established. The City Council desires to formalize that procedure and ensure transparency in appointments of important city officials.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Ordinance 4062 - AMC 2.08 Appointive Officers

2. AMC 2.08 Appointive Officers - Staff Feedback on Draft
3. Ordinance 4062 - AMC 2.08 Appointive Officers rev 2023-11-05
4. Written Public Comment - Keith Angier
5. Written Public Comment - Denis Law
6. Anacortes Director Vacancies 2020-Present
7. 231106 Ordinance 4062 Appointive Officers

Ordinance No. 4062

An Ordinance Adopting New AMC Chapter 2.08 Regarding Appointive Officers of the City

Whereas RCW 35A.12.09 provides that “the mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service;”

Whereas RCW 35A.12.09 also provides that “Confirmation by the city council of appointments of officers and employees shall be required only when the city charter, or the council by ordinance, provides for confirmation of such appointments;”

Whereas RCW 35A.12.09 also provides that “Appointive offices shall be without definite term unless a term is established for such office by law, charter or ordinance.”

Whereas RCW 35A.12.020 sets the minimum appointive officers of a city, including the city attorney, clerk, treasurer, and chief law enforcement officer, and authorizes expansion of that list by ordinance;

Whereas mayors of Anacortes have historically submitted permanent appointments of department heads for confirmation by the City Council but no standards for interim appointments have been established;

Whereas City Council desires to formalize that procedure and ensure transparency in appointments of important city officials;

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

- Section 1. New Chapter 2.08 is added to the Anacortes Municipal Code as shown in Exhibit A.
- Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this ____ day of _____, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

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Chapter 2.08 Appointive Officers

2.08.010 Purpose

The purpose of this chapter is to establish the list of City officers, the appointment of whom requires confirmation by the City Council, and to provide procedures for review and approval of such appointments.

2.08.020 Appointive Officers

- A. The following are hereby known as “appointive officers” of the City of Anacortes:
1. Administrative Services Director
 2. City Attorney
 3. City Clerk/Treasurer and Finance Director
 4. City Engineer
 5. Fire Chief
 6. Police Chief, who is the chief law enforcement officer of the City per RCW 35A.12.020
 7. Hearing Examiner, pursuant to AMC Chapter 2.30
 8. Human Resources and Labor Relations Director
 9. Library Director, subject to the recruitment process established in AMC 2.58.030
 10. Municipal Judge
 11. Museum Director
 12. Director of the Parks and Recreation Department
 13. Director of the Planning, Community, & Economic Development Department
 14. Director of the Public Works Department

- B. Except as provided in subsection C, the mayor's appointment of appointive officers is subject to confirmation by the City Council per AMC 2.08.040.
- C. Per agreement with Skagit County, judges and court commissioners of Skagit County District Court serve as municipal judge for the City of Anacortes. If that relationship is modified, appointment of the City's municipal judge will also require City Council confirmation.
- D. No appointment requiring City Council confirmation may begin prior to receiving City Council confirmation.
- E. No person may serve simultaneously as more than one appointive officer.
- F. Per RCW 35A.12.090, all appointments of appointive officers must be made on the basis of ability and training or experience of the appointee in the duties they are to perform.
- G. No position of, or any position substantially similar to, "City Administrator" may be created without amendment of this chapter.

2.08.030 Interim Appointments—Vacancies

- A. In the event of a vacancy in the position of an appointive officer, no person may perform the functions and duties of the appointive officer without an appointment confirmed by City Council or an interim appointment consistent with this section.
- B. The mayor is authorized to make an interim appointment of an appointive officer for a period up to three months without submitting the appointment for City Council confirmation. No person who has previously served as an appointive officer may be appointed to such an interim appointment for the same office.
- C. The mayor is authorized to make an interim appointment of an appointive officer for any other limited time period, subject to City Council confirmation.

2.08.040 Council Notification and Review of Appointments

- A. The City Council must be immediately notified upon the appointment, interim appointment, separation, or notice of separation of any appointive officer.
- B. A vote for City Council confirmation on the appointment may not be scheduled less than two weeks after notification of such appointment is made.
- C. The City Council must be afforded the opportunity to review the appointive officer's employment application and meet informally with the appointed officer prior to any scheduled vote on confirmation.

2.08.050 Employment and Contracts

- A. The mayor is authorized to enter into employment contracts or personal services contracts for any appointive officer. Consistent with AMC Chapter 1.30, all such contracts are in all respects subject to prior review and approval by the City Council, and no such contract is valid prior to approval by the City Council.
- B. The compensation for each employee appointive officer is that established each year in the annual budget or salary ordinance of the city.
- C. All employee appointive officers are subject to the personnel policies adopted by the City Council.

Ordinance No. ____

**An Ordinance Adopting New AMC Chapter 2.08
Regarding Appointive Officers of the City**

Whereas RCW 35A.12.09 provides that “the mayor shall have the power of appointment and removal of all appointive officers and employees subject to any applicable law, rule, or regulation relating to civil service;”

Whereas RCW 35A.12.09 also provides that “Confirmation by the city council of appointments of officers and employees shall be required only when the city charter, or the council by ordinance, provides for confirmation of such appointments;”

Whereas RCW 35A.12.09 also provides that “Appointive offices shall be without definite term unless a term is established for such office by law, charter or ordinance.”

Whereas RCW 35A.12.020 sets the minimum appointive officers of a city, including the city attorney, clerk, treasurer, and chief law enforcement officer, and authorizes expansion of that list by ordinance;

Whereas mayors of Anacortes have historically submitted permanent appointments of department heads for confirmation by the City Council but no standards for interim appointments have been established;

Whereas City Council desires to formalize that procedure and ensure transparency in appointments of important city officials;

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

- Section 1. New Chapter 2.08 is added to the Anacortes Municipal Code as shown in Exhibit A.
- Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this ____ day of _____, 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

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Chapter 2.08 Appointive Officers

2.08.010 Purpose

The purpose of this chapter is to establish the list of City officers, the appointment of whom requires confirmation by the City Council, and to provide procedures for review and approval of such appointments.

Commented [DS1]: From Jonn: This all seems to be already addressed in Section 2.14.020(A) AMC.

2.08.020 Appointive Officers

A. The following are hereby known as “appointive officers” of the City of Anacortes:

1. Administrative Services Director
2. City Attorney
3. City Clerk/Treasurer and Finance Director
4. ~~City Engineer~~
- 5.4. Fire Chief
- 6.5. Police Chief, who is the chief law enforcement officer of the City per RCW 35A.12.020
7. ~~Hearing Examiner, pursuant to AMC Chapter 2.30~~
8. ~~Human Resources and Labor Relations Director~~
- 9.6. Library Director, subject to the recruitment process established in AMC 2.58.030
10. ~~Municipal Judge~~
- 11.7. Museum Director
- 12.8. Director of the Parks and Recreation Department
- 13.9. Director of the Planning, Community, & Economic Development Department
- 14.10. Director of the Public Works Department

Commented [DS2]: From Andy: Strike City Engineer

Commented [DS3R2]: From Jonn: Since this is not a Director position, it seems to be a significant stretch to include this under Council's review/approval.

Commented [DS4]: From Darcy: This could be confusing because Section 2.30.030 AMC provides authority for the mayor to appoint one or more pro tem hearing examiners in the case of conflict or absence of hearing examiner. This conflicts with the provisions in this ordinance about interim appointments. I'm not sure it makes sense to have the hearing examiner be subject to all the rules in this ordinance because we contract for these services and there are many reasons why a hearing examiner might need to sub out. This could lead to confusion and/or administrative hassle.

Commented [DS5]: This position has been reconsolidated into Administrative Services.

Commented [DS6]: From Andy: Strike municipal judge

- B. Except as provided in subsection C, the mayor's appointment of appointive officers is subject to confirmation by the City Council per AMC 2.08.040.
- C. Per agreement with Skagit County, judges and court commissioners of Skagit County District Court serve as municipal judge for the City of Anacortes. ~~If that relationship is modified,~~ appointment of the City's municipal judge will also require City Council confirmation.
- D. No appointment requiring City Council confirmation may begin prior to receiving City Council confirmation.
- E. ~~No person may serve simultaneously as more than one appointive officer.~~
- F. Per RCW 35A.12.090, all appointments of appointive officers must be made on the basis of ability and training or experience of the appointee in the duties they are to perform.
- G. ~~No position of, or any position substantially similar to, "City Administrator" may be created without amendment of this chapter.~~

~~2.08.030 Interim Appointments—Vacancies~~

- A. ~~In the event of a vacancy in the position of an appointive officer, no person may perform the functions and duties of the appointive officer without an appointment confirmed by City Council or an interim appointment consistent with this section.~~
- B. ~~The mayor is authorized to make an interim appointment of an appointive officer for a period up to three months without submitting the appointment for City Council confirmation. No person who has previously served as an appointive officer may be appointed to such an interim appointment for the same office.~~
- C. ~~The mayor is authorized to make an interim appointment of an appointive officer for any other limited time period, subject to City Council confirmation.~~

~~2.08.040 Council Notification and Review of Appointments~~

- A. The City Council must be ~~immediately timely~~ notified upon the appointment, interim appointment, separation, or notice of separation of any appointive officer.
- B. ~~A vote for City Council confirmation on the appointment may not be scheduled less than two weeks after notification of such appointment is made.~~
- C. ~~For all appointive officers, a Councilmember sitting on the personnel committee and a Councilmember sitting on one additional applicable committee may participate in the selection process. The City Council must be afforded the opportunity to review the~~

Commented [DS7]: From Darcy: This is potentially problematic as written. The City modified the relationship with Skagit County a couple of years ago to include community court in Anacortes Municipal Court. That shouldn't trigger the Council to approve appointment of municipal judges. The District Court assigns judges and commissioners periodically and the City will often have several different commissioners throughout the year based on their schedules, conflicts, etc. And sometimes these changes happen the day of a particular calendar. As written, this provision would be very difficult to comply with, especially given the timeframes prescribed.

Commented [DS8]: From Chief Floyd - under a previous mayor, during an emergency situation, there was consideration of having a fire and/or police chief serve as "public safety director" over both departments. This would limit the Mayor's ability to make those kinds of decisions in the future.

Commented [DS9]: From Jonn: I understand the reasoning from Council, but short term appointments help maintain consistent service to the public. Perhaps this could have a limited time period placed on it ... say 6 months.

Commented [DS10]: From Andy: Sometimes city council and the mayor don't get along in a mayor council form of government. Its also possible a mayor in this form of government could be voted in by the public and need an

Commented [DS11]: From Jonn: This section seems awkward. Perhaps we could simply say that Interim appointments are allowed for six months, after that they need to be approved by Council. There they can discuss if the person can

Commented [DS12]: From Emily: This potentially impacts collective bargaining agreements. There are ripple effects from temporary adjustments to fill vacancies which could impact CBAs.

Commented [DS13]: From Mayor: Why is this provision included? It could limit the Mayor's ability to fill key roles with qualified team members to minimize City liability.

Commented [DS14]: From Andy: recommend striking this entire section (2.08.030) for various reasons. The section is prescriptive and does not allow the executive the flexibility to run the organization as the executive should be able and is

Commented [DS15]: From Andy: The code changes don't provide for a process for council to review candidates with each other. I don't think they want three or less council members to be able to reject a candidate. If going to pass they need a process

Commented [DS16]: From Jonn: Am I reading this right, doesn't 2.08.030 B contradict 2.08.040 B? One talks about 3 months, one talks about 2 weeks.

Commented [DS17]: From Emily: There could be situations when the Mayor needs to notify other parties before Council. Timely notification is appropriate.

Commented [DS18]: This could create issues with potential applicants who may want to keep the fact that they're looking for other employment quiet until they've been offered the position. This could be a disincentive for qualified applicants. Also, this

Commented [DS19]: This proposal would allow Council to participate in the selection of appointive officers without the potential OPMA issues.

Commented [DS20]: From Andy: it's not normal and potentially off putting for a candidate to have this quantity of interviews prior to a job offer. In addition, the two-week waiting period for confirmation is not a good thing for potential

appointive officer's employment application and meet informally with the appointed officer prior to any scheduled vote on confirmation.

Commented [DS21]: From Jonn: This seems to be out of Council's purview and not consistent with AMC 2.14.020.

Commented [DS22]: From Darcy: I have concerns about this from an OPMA standpoint. If the purpose is to evaluate a potential candidate, that seems to be business of the City. So, it would need to be noticed whether it was done at a Council meeting or done through a series of meetings. I'm uncomfortable with the "meet informally" language in the Code.

2.08.050 Employment and Contracts

A. The mayor is authorized to enter into employment contracts or personal services contracts for any appointive officer. Consistent with AMC Chapter 1.30, all such contracts are in all respects subject to prior review and approval by the City Council, and no such contract is valid prior to approval by the City Council.

Commented [DS23]: This is potentially conflicting language. In AMC 1.30, personal services contracts under \$45 don't have to go to Council. If Council is trying to modify its contract signature delegation to fill an appointive office, this section should probably be clearer.

B. The compensation for each employee appointive officer is that established each year in the annual budget or salary ordinance of the city.

Commented [DS24R23]: Employment contracts have never gone to council in the past. The Council approves the appointment and then the Mayor and Department Head enter into an agreement, that lays out provisions for that relationship, including termination. The Mayor has authority over terminating employees.

C. All employee appointive officers are subject to the personnel policies adopted by the City Council.

Commented [DS25]: From Jonn: I believe providing the Mayor with the ability to approve a contract below a certain threshold is good for efficiency and effective government. Altering that would slow down our services and productivity.

Commented [DS26]: From Emily: This section limits flexibility based on mid-year adjustments, changes in scope of work, reclassification changes, and potentially interferes with procedures laid out in personnel policies.

Ordinance No. ____

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CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

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 8. Human Resources and Labor Relations Director
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- B. Except as provided in subsection C, the mayor's appointment of appointive officers is subject to confirmation by the City Council per AMC 2.08.040.
- C. Per agreement with Skagit County, judges and court commissioners of Skagit County District Court ~~serve-rotate~~ as municipal judge for the City of Anacortes. If that relationship is ~~modified~~~~ended~~, appointment of the City's municipal judge will also require City Council confirmation.
- D. No appointment requiring City Council confirmation may begin prior to receiving City Council confirmation.
- E. No person may serve simultaneously as more than one appointive officer.
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2.08.040 Council Notification and Review of Appointments

- A. The City Council must be immediately notified upon the appointment, interim appointment, separation, or notice of separation of any appointive officer.
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- C. ~~The~~ City Council members must be afforded the opportunity to review the appointive officer's employment application and meet informally with the appointed officer prior to any scheduled vote on confirmation.

2.08.050 Employment and Contracts

- A. The mayor is authorized to enter into employment contracts or personal services contracts for any appointive officer. Consistent with AMC Chapter 1.30, all such employment contracts are in all respects subject to prior review and approval by the City Council, and no such contract is valid prior to approval by the City Council.
- B. The compensation for each employee appointive officer is that established each year in the annual budget or salary ordinance of the city.
- C. All employee appointive officers are subject to the personnel policies adopted by the City Council.

From: KEITH ANGIER <kangier@comcast.net>
Sent: Saturday, November 4, 2023 11:02 AM
To: City Council <citycouncil@cityofanacortes.org>
Subject: Proposed amendments to Ordinance 4062

Dear Council:

Please reject approval of the proposed amendments to Ordinance 4062 for both substantive and for procedural reasons.

SUBSTANTIVE REASONS

I believe that every one of Mayor Miller's objections and the reservations he expressed about the proposed changes and those expressed by councilmen Maxwell and Law are well founded.

The changes would negatively and unnecessarily infringe on the executive authorities of mayor Miller and every mayor who will succeed him.

PROCEDURAL REASONS

The explanations council members Walters, Molton, and Cleland-McGroth offer for developing the proposed changes in secrecy without either their fellow council members', the mayor's, or the public's foreknowledge speak more to a cabal than to any shred of evidence for collegial and open governance of our city.

NOW and the FUTURE for ANACORTES

Again (1) please do not adopt the proposed amendments to Ordinance 4062 and (2) please do not attempt to formulate public policy absent the involvement of all of the public's representatives on the City Council. We understand the need for some secrecy and thus executive sessions of the council. Formulation of these proposed changes and blind-siding the mayor, other council members, and we residents with them do not qualify.

Respectfully,

Keith A. Angier
1801 Piper Circle
Anacortes, WA 98221

From: denislaw <denislaw@comcast.net>
Sent: Thursday, October 26, 2023 7:28 PM
To: City Council <citycouncil@cityofanacortes.org>
Cc: Matt Miller <mattm@cityofanacortes.org>
Subject: Department head confirmations

Dear Anacortes City Council,

During your meeting on Monday, an ordinance addressing confirmation policies was introduced for council approval. It was surprising to me that this seemed to be the first time some members had seen or heard about the proposed changes to current hiring practices for department administrators, and more concerning that it was the first time Mayor Miller had heard about the proposal even though it pertains to his area of responsibility.

I found it unfortunate the Council had not collaborated with the mayor over this topic prior to having an ordinance drafted and presented for approval. For full disclosure, I spent 16 years in local government, and I'm finding it difficult to understand the haste of adopting the ordinance without input from the administration and the full council.

While I agree it's important to have policies regarding these issues in place, a couple proposed changes do not seem to be well thought-out, and in my opinion, could create unnecessary administrative challenges in future recruitment efforts with no obvious added benefit or protection for the city or the public. In fact, it negatively impacts the community when policies create conflict and inefficiencies.

Specifically to this ordinance proposal, recruiting quality department administrators can be a challenging undertaking and deserves to be done in a thorough and transparent manner. The surprising language in this ordinance calls for limiting interim department administrator appointments to only three months, requiring an unnecessary approval process by the council if more time is required. In many cases, three months would not be an adequate amount of time to recruit and select a quality candidate for a leadership position.

In addition, I find it odd to include a provision that prohibits anybody who has previously served as an interim department administrator from being considered for another interim appointment in the same department, especially in a small jurisdiction. It's presumed that if a candidate was qualified to lead a department for an interim period in the past, and the mayor submits as his choice to serve again until a new administrator is selected, this restriction could create a much greater, unnecessary challenge to try and find another qualified candidate.

I appreciate and admire the work you do on behalf of Anacortes residents, but feel the Council should not rush to pass this resolution until the full council and mayor have had the opportunity to discuss the provisions and impacts in the ordinance. Better governing means working together, not in a divisive manner. We can look east to Congress for a perfect example of governing at its worst.

Thank you for your commitment to public service.

Sincerely,

Denis Law

Anacortes Director Vacancies 2020-Present

Director Position	Permanent Director	Departure Announcement	Departure Date	Interim Director	Interim Length	Successor	Acceptance	Council Confirmation	Start Day
Public Works	Fred Buckenmeyer	October 13, 2021	April 15, 2022	Brian McDaniel	3 Months, 3 Days*	Henry Hash	May 2, 2022	May 9, 2022	July 18, 2022
	Henry Hash	June 5, 2023	July 14, 2023	Tim Hohmann	1 Month, 28 Days	Andrew Rheume	August 18, 2023	August 28, 2023	September 11, 2023
Planning	Don Measamer	January 31, 2023	March 31, 2023	Libby Grage	2 Months	John Coleman	April 10, 2023	May 8, 2023	May 8, 2023
Police	John Small	April 19, 2021	June 30, 2021	Dave Floyd	1 Month, 3 Days	Dave Floyd	July 23, 2021	August 2, 2021	August 2, 2021
Fire/EMS	David Oliveri	November 1, 2020	November 1, 2020	Jack Kennedy November 2020- January 2021 Mike Ganz January 2021- April 2021	5 Months, 5 Days	Bill Harris	March 5, 2021	April 5, 2021**	April 6, 2021
Library	Ruth Barefoot	May 28, 2020	June 1, 2020	Jeff Vogel	2 Months	Jeff Vogel	Unknown	July 27, 2020	July 27, 2020
Human Resources and Labor Relations	Vanessa Bronsema	July 8, 2020	August 5, 2020	Steve Hoglund***	2 Years, 5 Months	Reilly Wynn	Unknown	December 19, 2022	January 1, 2023
	Reilly Wynn	October 19, 2023	November 1, 2023	Jennifer Gundersen****					

*Henry Hash - delayed start date due to planned extended vacation

**Bill Harris - required preemployment psychological and medical examination

***Emily Schuh, Administrative Services oversaw HR until Wynn was promoted to Director

****Reilly Wynn - Parental Leave began August 28, 2023 - Jennifer Gundersen served as Interim Director and Civil Service Secretary, Chief Examiner. On October 19, 2023 Mayor Miller reassigned human resources and labor relations director responsibilities to Emily Schuh.



ORD. 4062: APPOINTIVE OFFICERS

STAFF RECOMMENDATIONS

November 6, 2023



Staff Review

- All Department Heads reviewed proposed ordinance 4062
- All comments were consolidated into version in the packet
- Councilmember Walters provided an updated draft that addressed many of staff's comments. Those updates are noted in red type throughout slides.

Appointed Officers List

- City Engineer: Recommend removal from list because this is not a department head position, could be a union position, and has specific statutory obligations. City engineer is a for cause employee, while all others are at will.
- Hearing Examiner: Recommend removal from list. Hearing Examiner appointment is already addressed in Chapter 2.30 AMC and includes allowance for Mayor to appoint pro tem hearing examiners. COUNCILMEMBER WALTERS PROPOSED DELETION.
- Human Resources and Labor Relations Director: Recommend removal from the list. The Mayor has moved the HR and Labor Relations duties under the Administrative Services Department, so this is no longer a standalone position.
- Municipal Judge: Recommend removal from the list. The City's municipal court is provided through Skagit County District Court pursuant to a petition process in 1965 and this structure has been in place ever since. COUNCILMEMBER WALTERS PROPOSED CLARIFYING THAT THIS WOULD ONLY APPLY IF WE NO LONGER HAVE JUDGES THROUGH SKAGIT COUNTY DISTRICT COURT.

Restrictions on Appointments

- Multiple appointive officers: Recommend removal. There could be situations where a department head might need to cover leadership for another department in case of an unexpected vacancy (e.g. public safety department head). Additionally, many cities have the City Engineer also serve as the Public Works Director.
- City Administrator: Recommend removal. In case of disagreement between Mayor and Council, could limit Mayor's ability to conduct City business.

Interim Appointments

- Recommend deleting section.
- There could be impacts to collective bargaining agreements if there are limitations on adjusting staff positions.
- Restriction on appointing someone who has previously filled that position could limit City's ability to get qualified help into a department with an unexpected vacancy.
COUNCILMEMBER WALTERS PROPOSED DELETING.
- Three months is too short a time to conduct a recruitment process for appointed offices. Doesn't allow the Mayor to go through the necessary steps.

Council Notification and Review of Appointments

- Notification of Council of changes to appointive offices: Recommend changing immediately to timely. There could be situations where it is not appropriate to notify Council before family members or other involved parties are notified.
- **Two-week minimum notice for confirmation:** Recommend removal. This could deter applicants who may not want to notify current employers until they have been approved by Council. This would delay their ability to start. Also, could create privacy issues if they wanted to give notice to current employer. **COUNCILMEMBER WALTERS PROPOSED REDUCING TO 10 DAYS.**
- Council ability to review materials and meet candidate informally: Recommend replacing with proposed language that allows two Councilmembers to participate in selection process. Informal meetings with Councilmembers to evaluate candidates is City business and could create OPMA issues. This also seems to be inconsistent with AMC 2.14.020. This has the potential to deter candidates.

Employment and Contracts

- Contracts:
 - Recommend clarifying language to identify which contracts must be presented to Council for review. Current contract Chapter (AMC 1.30) allows personal services contracts under \$45k to be signed by Mayor. **COUNCILMEMBER WALTERS PROPOSED CLARIFYING THAT ONLY EMPLOYMENT CONTRACTS GO TO COUNCIL – NOT PERSONAL SERVICES CONTRACTS**
 - Employment contracts have never gone to Council in the past. The appointive officer contracts clarify that those positions are at-will and Mayor can terminate employment and have been on the same format for many years.
- Compensation set by annual budget: Recommend removal. This could limit midyear adjustments, changes in scope of work, reclassification changes, and potentially interferes with procedures in personnel policy.