

- 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

April 1, 2024
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. Library Committee (Report)
 - e. Lodging Tax Advisory Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of March 25, 2024 (Action)
 - b. Approval of claims in the amount of \$1,715,757.29 (Action)
 - c. Special Event - Whale of a Sale (Action)
 - d. Special Event - Fourth of July Parade (Action)
 - e. Special Event - Anacortes Farmers Market (Action)
6. **Other Business**
 - a. Alternative Response Team (Presentation)
 - b. * 12th Street and Commercial Avenue Intersection - Complete Streets Phase 1 (Discussion/Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

- c. Contract Award: 2024 Waterline Replacements #24-010-WTR-001 (Discussion/Action)
 - d. Contract Award: Solid Waste Consulting Services #24-114-SAN-001 (Discussion/Action)
 - e. Resolution 3153: Lodging Tax Funding use for Phase 2 Rotary Park Cap Sante Viewpoint project (Discussion/Action)
 - f. Interlocal Agreement with WA Dept. of Commerce for Climate Planning Grant #24-120-PLN-001 (Discussion/Action)
7. **Adjournment**

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 1, 2024
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
✓ Linnea McLeod	STR / LEASE / HAB
✓ JUDY BILLINGS	Habitat for Humanity
✓ Sally Fleming	DEI
✓ Suzanne Rohrer	Habitat for Humanity
✓ Mike Wenger	Anacortes Theater Cinnamon
✓ XU XUAN	West 5th project
✓ PAT GARDNER	WEST 5TH ST
✓ BERNY LEUFLINK	BOWLING ALLEY / LOSE THEATRE
	WEST 5TH
PAT GARDNER	12 TH COMM

Continue on back of sheet as needed

Public Comment
Anacortes City Council
April, 1, 2024
Linnea McCord
Anacortes

3 MEMBERS OF THE PLANNING COMMITTEE ACKNOWLEDGED THE CITY COUNCIL'S RESPONSIBILITIES TO THE PUBLIC

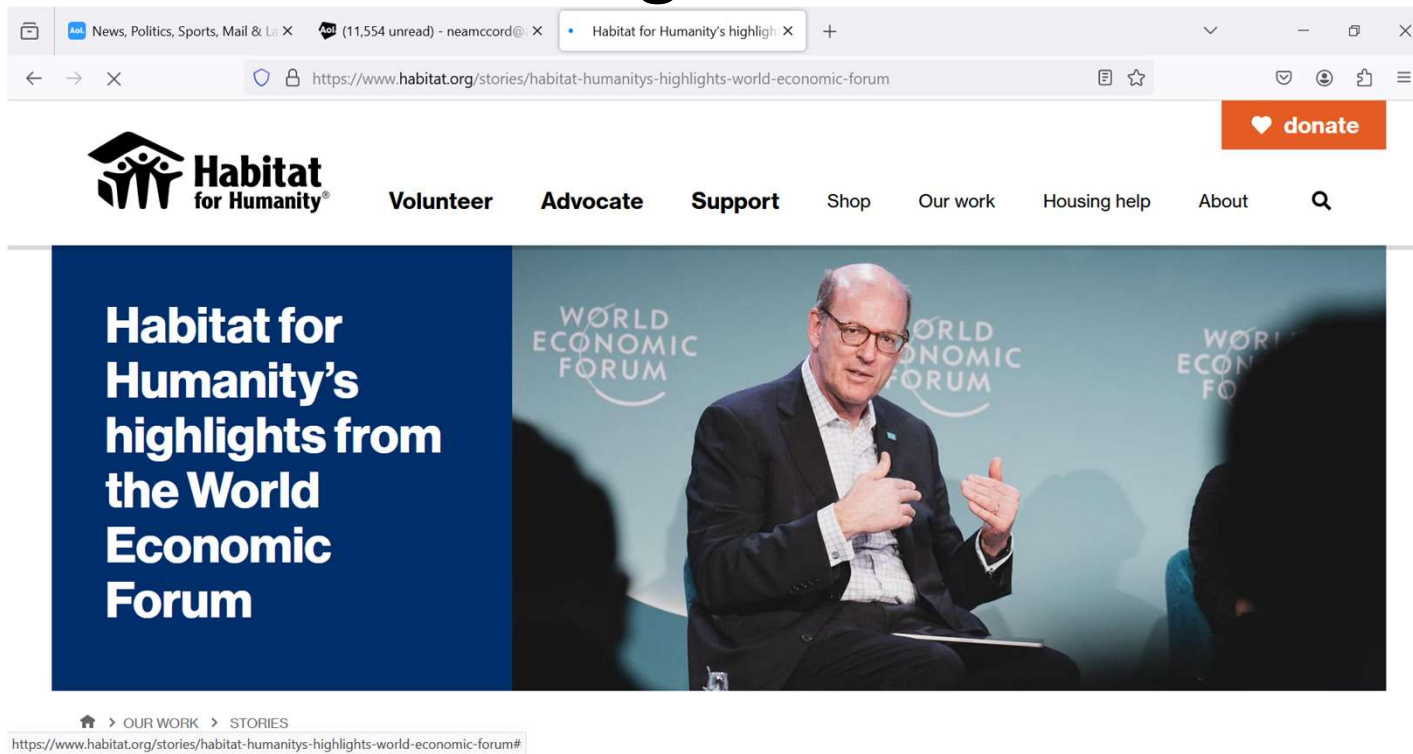
SHORT TERM RENTALS

- We cannot just take into account *some* residents who might want short term rentals. We must consider *all* the residents in case its not good for the community.

MOVIE THEATER LEASE AMENDMENT

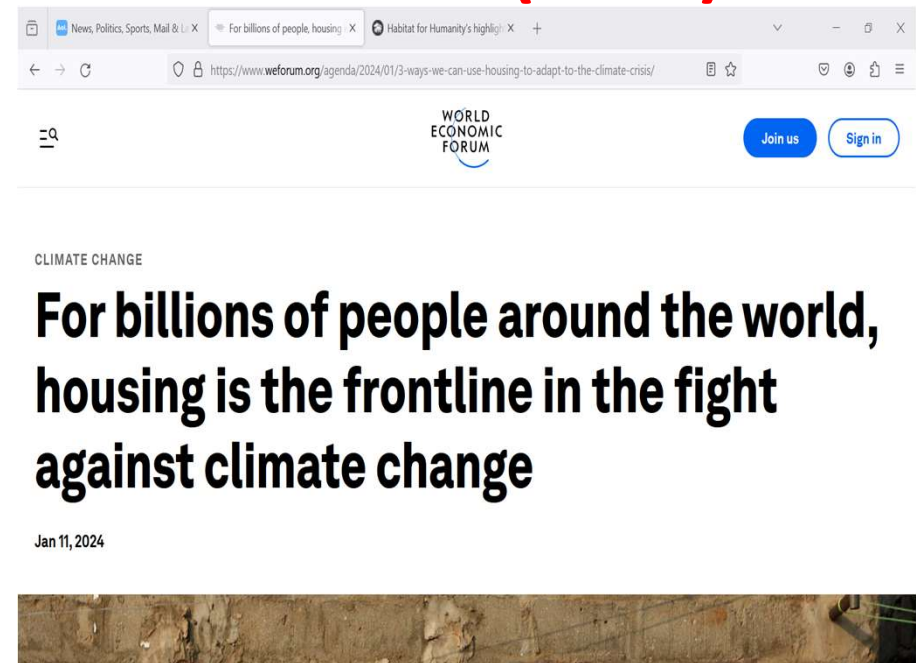
- We *cannot give away Anacortes' public land* (to explain why the Planning Committee was unwilling to grant even a reasonable amendment to the theater lease).

HABITAT FOR HUMANITY: Where is the Push for this Project in Anacortes Coming From?

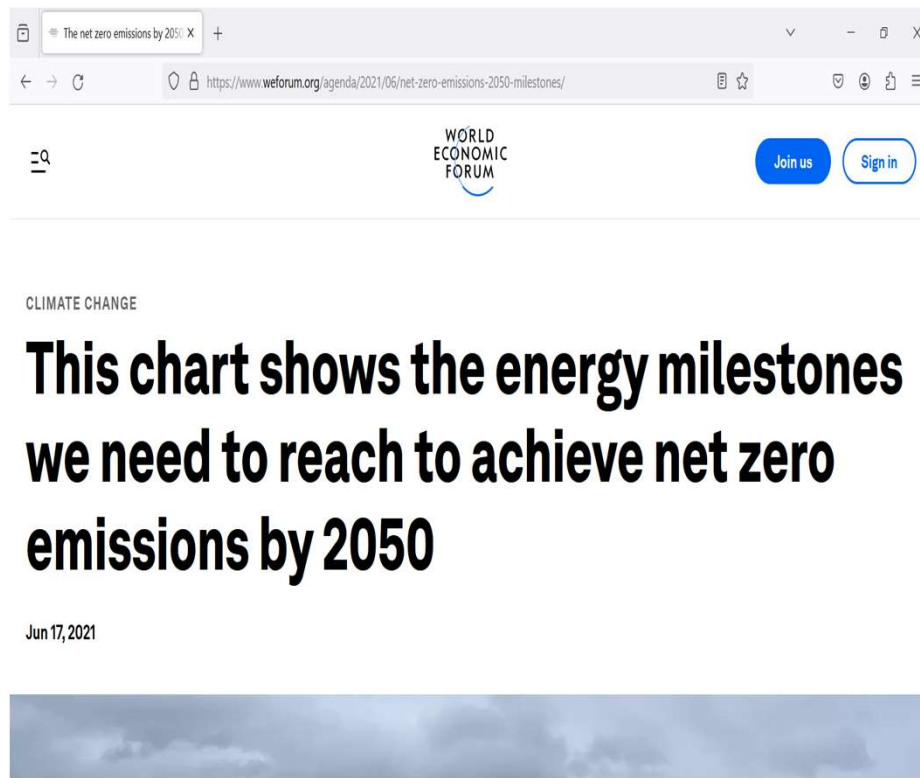


AFFORDABLE HOUSING AND CLIMATE CHANGE COME FROM **THE WORLD ECONOMIC FORUM (WEF)**

- Housing and climate change come from the self-appointed World Economic Forum “global elites” who want the U.S. and all nations to join under a ONE WORLD GOVERNMENT DICTATORSHIP.
- WEF is dominated and controlled by giant multinational corporations, billionaires, their foundations, and governments who work on behalf of the WEF NOT the people of their own nations.



COST OF NET ZERO 2050

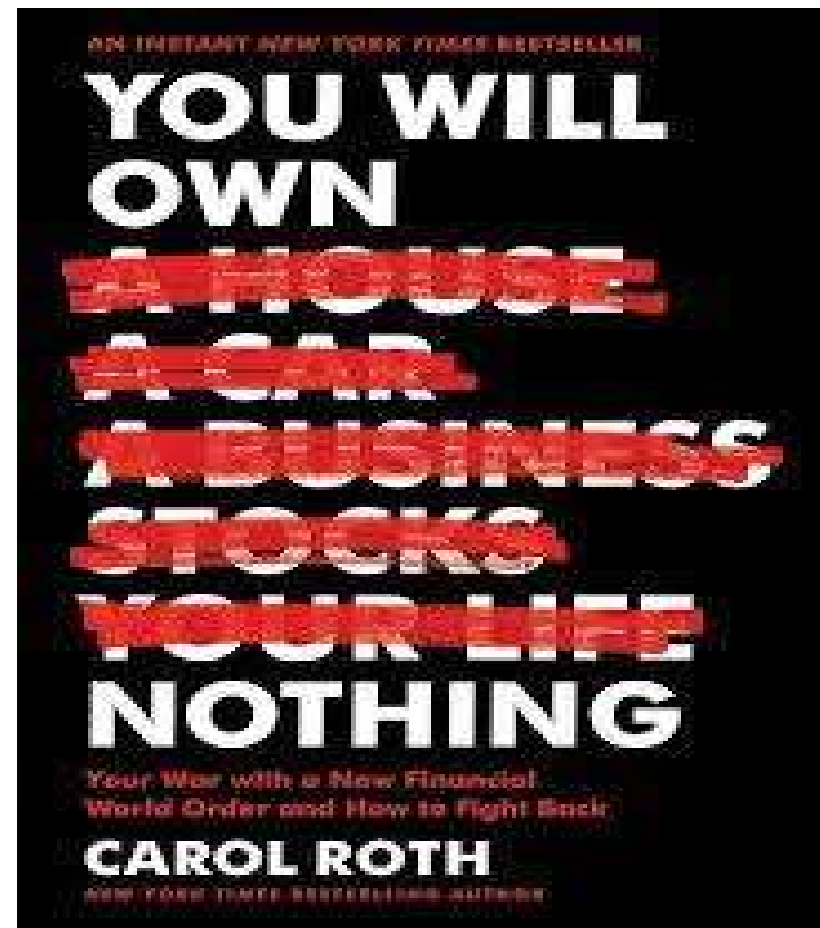
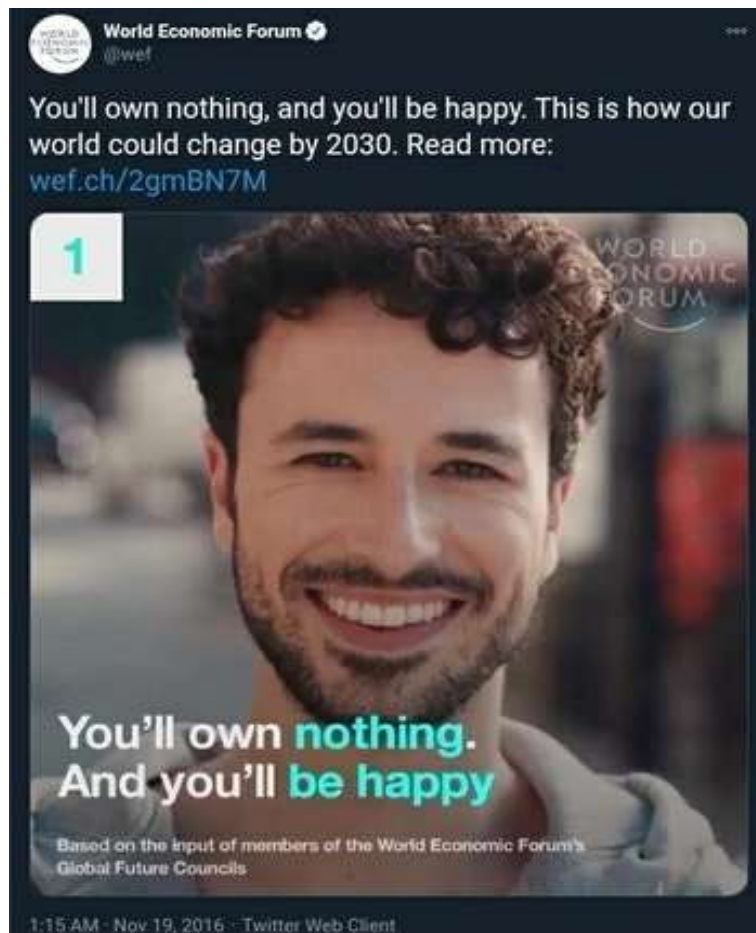


- Stanford: 2023 Seminar

\$4 trillion a year for
30 years or

MORE THAN
\$110 TRILLION

WHO? WORLD ECONOMIC FORUM



Anacortes City Council Minutes - March 25, 2024

Call to Order Special Joint Meeting with the Port of Anacortes Commission

Mayor Matt Miller called to order the advertised special joint meeting of the Anacortes City Council and the Port of Anacortes Commission at 5:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik was absent.

Port of Anacortes Commission President Jon Ronngren called the meeting to order for the Port.

Other Business

Interlocal Cooperative Agreement between the City and the Port for Conceptual Design of an Event Venue

Mayor Miller presented the proposed interlocal cooperative agreement between the City and the Port for conceptual design of an event venue, 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.

Public comment was given as follows:

Mary LaFleur of Anacortes commented on the marina and the noise a community event center would generate, proposing the event center be located at an alternate location.

Jesica Kiser of the Anacortes Chamber of Commerce asked if rental returns would cover facility overhead and maintenance or would supplemental funding from annual Lodging Tax Advisory Committee (LTAC) outlays be necessary? She also asked if LTAC funds would be allocated for procurement of a temporary space to keep regular events going during facility construction?

Marta McClintock, Executive Director of the Island Health Foundation and Rotary President-elect, expressed enthusiastic support for the proposal.

Meredith McIlmoyle, Director of the Anacortes Arts Festival and representative for the Anacortes Creative District expressed support for the project and advocated that the Council and Commission consider all possible funding models and reference the work previously done on this initiative in 2017-18.

Luke Currier, board member for the Anacortes Chamber of Commerce and business owner, expressed enthusiastic support for the project.

Brenda Ramsdale, President of the Anacortes Youth Sports Coalition, voiced support for an event center that would accommodate at least 300 people.

Pat Barrett of Anacortes expressed support for an event center, and warned against using LTAC funds exclusively for its maintenance, as the funds benefit other organizations in the city. He pointed out that Cap Sante marina is primarily a vacation marina and not a live aboard marina.

Pat Gardner of Anacortes expressed support for the event center and suggested that the dirt area of the marina be expanded for adequate parking.

Mark Lione, owner of the Cap Sante Inn, member of the board of the Chamber of Commerce, Anacortes Family Center, and Anacortes Arts Festival, expressed support for the event center in the proposed location, and concern about spending annual LTAC funds for ongoing operations and maintenance, and a possible bond for construction.

Allen Rhoades, owner of the Rockfish Grill, asked where the city is on the approval of the Port Redevelopment Plan, pointing out that a delay with the approval process could stall progress on the event center.

Discussion topics included:

- Spirit of cooperation and collaboration between the Port and City.
- An agreement for cost and design.
- Northwest basin master plan.
- Support for are non-profits.
- Partners well with the Depot and Seafarers.
- Walkability from downtown.
- Discussions with the Economic Development Alliance of Skagit County
- Looking at other regional event venues
- Lodging Tax Advisory Committee funds.
- Public - private partnership.
- Land vacation conversations early in the process.
- Financing: total cost estimate: \$6 million - \$1.5 million in LTAC capital reserve and bond funding for the remainder.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve the interlocal cooperative agreement between the City & Port for conceptual event center design . Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, TJ FANTINI. Nays - None. Result: Passed

The Port Commission approved the interlocal agreement.

Adjournment

There being no further business, at approximately 6:00 p.m. the Anacortes City Council special joint meeting with the Port of Anacortes Commission was adjourned.

Anacortes City Council Minutes - March 25, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of March 25, 2024, at 6:05 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced Spring residential cleanup day on April 20th from 9 to noon and that lighting is being installed at Ben Root Skate Park. He then recalled that the Port and City passed the interlocal cooperative agreement for the event center conceptual design at the special joint meeting of the City Council and Port Commission, and provided background and an update on the 12th Street and Commercial Avenue intersection improvement project, announcing that the Council would consider the issue at its regular meeting on April 1st.

Confirmation of Kendall Moyle as Human Resources and Labor Relations Director

Mayor Miller introduced prospective Human Resources and Labor Relations Director Kendall Moyle. He asked the Council to confirm the appointment of Ms. Moyle.

Mr. Walters moved, seconded by Mr. Fantini, to confirm the appointment of Kendall Moyle as Human Resources and Labor Relations Director. The motion carried unanimously by voice vote.

Employer Support of the Guard and Reserve Award

Mr. John VanDalenn presented the Employer Support of the Guard and Reserve award to Administrative Services Director Emily Schuh and Fiber Manager Jim Lemberg.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held March 21st. The topics discussed included community outreach efforts by the Fire Department and Community Paramedic, the [Julota software](#) platform, cottage housing around the community, and that the committee will tour the Salvation Army this week instead of holding its regular meeting.

Port/City Liaison Committee

Mr. Walters reported from the Port/City Liaison Committee meeting held March 19th. The topics discussed included logistics for the joint special meeting with the Port Commission, the formation of a day-to-day event center development group for the 10-week process, executive recruitment for the Port Executive Director, the Port's legislative visit to Washington DC, Comprehensive Plan updates, the Climate Commitment Act, planning discussions between the City Parks and Museum departments and the Samish Tribe at N Avenue Park, the City Parks Department and Port working on continuity for the Ship Harbor Interpretive Preserve Trail, the reopening of R Avenue, the wastewater treatment plant outfall project, and an upcoming youth sailing program in May for the Anacortes Waterfront Alliance.

Finance Committee

Ms. Cleland-McGrath reported from the Finance Committee meeting held March 21st. The topics discussed included a sales tax collection anomaly and sales tax collections for 2024.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held March 12th. The topics

discussed included the committee's draft scope of work in cooperation with Western Washington University.

Mr Fantini reported meeting with the Skyline Homeowners Association held on March 20th. The topics discussed included parking and street paving. Mr. Fantini also reported attending Fire Ops training in Richland, Washington, where he gained renewed appreciation for the work of Fire and Emergency Medical Services personnel.

Mr. Fantini asked about public engagement opportunities regarding the proposed Habitat for Humanity lease.

Public Comment

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

Public comment was given as follows:

Allen Rhoades of Anacortes commented on traffic flow and improvements for the intersection at 12th Street and Commercial Avenue, advocating elimination of the ingress / egress to Safeway and provided a schematic design drawing that was added to the packet materials for the meeting.

Suzanne Rohner of Anacortes addressed the ordinance for short-term rentals, recounting that two public commenters supported the ordinance and 9 opposed the ordinance, and that written public commentary also reflected more opposition than support of the proposed ordinance and pointed out that the Council acted to pass the ordinance anyway.

Mike Wenger of Anacortes expressed concerns about parking, traffic, and wetland impacts related to the proposed Habitat for Humanity project, citing the multifamily nature of the development and asked why notice was not provided to the adjacent property owners about the project.

Becky Mifflin of Anacortes expressed strong opposition to the proposed Habitat for Humanity project, mentioning concerns about the lack of parking, trash receptacle location, storage of household items, traffic effects, and proximity to public transit and downtown.

Natalie Clark had a hand raised on Zoom, but was unable to be heard in the Council chambers. Ms. Clark submitted written public comment that was added to the packet materials for the meeting.

Kellee List of Anacortes commented on the proposed Habitat for Humanity project, asserting that the project will have too many units for the lot size, inadequate parking and storage, and essentially be a condominium without rules. She expressed doubts about city oversight and compatibility of cottage housing with the neighborhood, and asked if Councilmembers or the Mayor had visited the parcel. She suggested two units, instead of the proposed five would blend better with the neighborhood and questioned the Council's reasoning for choosing this area for affordable housing.

Xuhua Mu of Anacortes commented on the proposed Habitat for Humanity project, suggesting that the City have a dedicated project folder or question and answer page on the City website to improve communication with the community and that any decision about the project be based upon due diligence. She also asked that post-project analysis be provided for community review.

Consent Agenda

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

- a. Minutes of March 18, 2024
 - b. Approval of claims in the amount of \$381,702.73
- The following vouchers/checks were approved for payment:
EFT numbers: 108949 through 108981, total \$107,667.69
Check numbers: 108982 through 108998, total \$205,578.15
Wire transfer numbers: 343720 through 343982, total \$68,456.89
- c. Contract Award: Solid Waste Truck Curotto Can Attachment #24-108-ERR-001
 - d. Contract Modification: City Engineer On Call - Water And Wastewater #23-291-ENG-001

Public Hearings

Ordinance 4076: Extending the Moratorium on Overnight Lodging of Residential Dwelling Units in the Commercial, Central Business District, Commercial Marine and Marine Mixed Use Zones

Mayor Miller opened the public hearing on Ordinance 4076: Extending the Moratorium on Overnight Lodging of Residential Dwelling Units in the Commercial, Central Business District, Commercial Marine and Marine Mixed Use Zones. Planning, Community, and Economic Development Director John Coleman introduced the proposed ordinance, explaining the reason for the public hearing.

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

At 6:54 pm, Mayor Miller closed the public hearing.

Discussion topics included:

- Listening and taking account of public comment.
- Bridging the gap for Ordinance 4075 to take effect.
- Anacortes Housing Action Plan allowing owner - operator to have a short-term rental needed in current economic conditions.
- How to bring the issue in front of the Council.
- Differentiate a bed and breakfast from a short-term rental.
- Consider issue in a holistic manner with all other legislative priorities included in the Comprehensive Plan.
- Council communication.

CAROLYN MOULTON moved, seconded by RYAN WALTERS, to waive the two-read rule for ordinances. The motion carried unanimously by voice vote.

CAROLYN MOULTON moved, seconded by RYAN WALTERS, to adopt Ordinance 4076 as presented. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, TJ FANTINI. Nays - None. Result: Passed

Other Business

Request to Modify Anacortes Cinemas Lease

City Attorney Darcy Swetnam introduced the proposed modification to the Anacortes Cinema lease, detailing the history of the land agreement and lease terms, the proposed amendment, and the possible actions the Council could take on this matter, referring to a slide presentation that was added to the packet materials for the

meeting. She then introduced John Prosser, representative of the Anacortes Cinema owner, Nancy Saunders, who provided a written statement that was added to the packet materials for the meeting. Mr. Prosser related the background regarding the history of the theater ground lease, recent offers for the property, and asked that the Council approve the proposed amendment.

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

Discussion topics included:

- February 26, 2024, meeting with the Planning Committee.
- The building's assessed value.
- The original intent of the lease provision in question.
- Current market price and potential adjustment if the lease is amended.
- Process for adding housing to the property.
- Improvements for the theater.
- Communication to the Council.
- Council oversight for sale approval.
- Failure to sell building during current term will revert to city ownership.
- Having the building owner and theater operator co-sign the lease.

TJ FANTINI moved, seconded by ANTHONY YOUNG, to approve the proposed amendment to the lease.

Vote: Ayes - ANTHONY YOUNG, TJ FANTINI. Nays - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Result: Failed

Adjournment

There being no further business, at approximately 8:10 p.m. the Anacortes City Council meeting of March 25, 2024 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the April 1, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344430	12/31/2023	PS-INV107257	WHITNEY EQUIPMENT CO INC	WWTP PUMP STATION 15 - PUMP 2 REBUILD	\$ 793.15	dwwtp
344026	2/1/2024	142103	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 2/1-2/29/24	\$ 135.00	parks1
344234	2/2/2024	13906512	HACH COMPANY	SOLITAX TURB GLASS REPAIR	\$ 2,014.53	dwwtp
344031	2/16/2024	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 1/20-2/15/24	\$ 13.83	parks1
344437	2/16/2024	B17969216	SHI INTERNATIONAL CORP.	VEEAM BACKUP AND REPLICATION RENEWAL - 3/5/24-3/11/27	\$ 21,982.65	infosys
344448	2/20/2024	304.0002019.240 - 31	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - 1/1-1/26/24	\$ 10,686.43	pw1
344439	2/20/2024	BI-0369089	GRANICH ENGINEERED PRODUCTS	MAINTENANCE SUPPLIES	\$ 790.24	dwwtp
344459	2/23/2024	17092 - 34	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 1/27/24-2/23/24	\$ 31,509.51	pw1
344425	2/26/2024	1/26/24-2/25/24	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 1/26/24-2/25/24	\$ 26.93	apd
344458	2/29/2024	88531	SOUND DEVELOPMENT GROUP, LLC	H AVENUE MULTIMODAL ACFL CONNECTOR	\$ 667.50	pw1
344451	3/1/2024	3/1/2024	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - MARCH 2024	\$ 5,000.00	apd
344236	3/1/2024	90089147	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,446.87	dwwtp
344454	3/4/2024	07-81198	CUMMINS, INC.	WWTP PUMP STATION 14 GENERATOR REPLACEMENT PROJECT - CONNECTION CABINET	\$ 26,385.98	pw1
344028	3/4/2024	4009	CEDAR COUNTRY LUMBER	PARK MEMORIAL BENCHES	\$ 737.40	parks1
344432	3/7/2024	1017	FIDALGO CLEANING	MUSEUM CLEANING	\$ 200.00	museum
344434	3/7/2024	1018	FIDALGO CLEANING	HERITAGE CENTER CLEANING	\$ 140.00	museum
344027	3/9/2024	262067	LAKE SIDE INDUSTRIES, INC.	ACFL WORK PARTY SUPPLIES	\$ 1,419.79	parks1
344245	3/11/2024	1039	FIDALGO CLEANING	APD CLEANING & SUPPLIES 3/11-3/24	\$ 875.00	apd
344346	3/11/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 02/03-03/05/24	\$ 7,343.97	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344270	3/11/2024	8498 30 017 0464628	COMCAST	WA PARK INTERNET ACCESS 3/21-4/20/24	\$ 113.16	parks1
344417	3/11/2024	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 3/19-4/18/24	\$ 142.96	finance
344232	3/12/2024	20240220	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 02/2024	\$ 3,448.81	finance
344449	3/13/2024	63019	DATEC, INC	PRINTER, MOUNT, POWER AND BARCODE READER FOR PATROL VEHICLE	\$ 3,977.78	apd
343630	3/13/2024	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; FEB 2024	\$ 714.00	apd
344418	3/13/2024	ReimbLindquist	LINDQUIST, THAD	REIMBURSE TRANSAMERICA COPAY	\$ 862.18	hr
344460	3/14/2024	1200605299	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 2/1/24-2/24/24	\$ 38,749.40	pw1
344457	3/14/2024	3/14/24	BLACKFISH CIVIL INFRASTRUCTURE	WASHINGTON PARK NEW RESTROOM FACILITY	\$ 1,817.48	parks1
344450	3/14/2024	304.0002019.240 - 32	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - 1/27-2/23/24	\$ 9,632.83	pw1
344249	3/14/2024	4247	SKAGIT 911	SKAGIT CO 911 - LAW USER FEE AND RADIO MAINTENANCE - 2024 2ND INSTALLMENT	\$ 84,883.00	apd
344030	3/14/2024	53083	NORTHWEST PLAYGROUND EQUIP INC	WA PARK FIRE RINGS	\$ 2,562.24	parks1
344446	3/15/2024	0001574	CITY OF BURLINGTON	DARK FIBER & RACK FEE, MARCH 2024	\$ 275.00	fiber
344142	3/15/2024	026R266678	DOBBS PETERBILT - MARYSVILLE	SERVICE FOR VEHICLE #304	\$ 3,752.67	dshop
344228	3/15/2024	0316150-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 137.69	dwwtp
344233	3/15/2024	055289	DEPARTMENT OF HEALTH	RADIOACTIVE MATERIALS LICENSE FEE	\$ 402.00	dwwtp
344455	3/15/2024	235837	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES PUBLIC SAFETY BUILDING BOILER REPAIR	\$ 887.90	pw1
344350	3/15/2024	7321192-05	TURF STAR WESTERN	PARTS FOR EQUIP#7000	\$ 43.97	dshop
344043	3/15/2024	MARCH 2024	SKAGIT COUNTY DISTRICT COURT	1ST QTR PROBATION FEES	\$ 11,050.00	court
344044	3/15/2024	MARCH 2024	SKAGIT COUNTY DISTRICT COURT	1ST QTR COMMUNITY COURT FEES	\$ 1,950.00	court
344246	3/16/2024	00005W5A83114	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-16-24	\$ 40.63	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344256	3/16/2024	262889	LAKESIDE INDUSTRIES, INC.	WA PARK MAINTENANCE SUPPLIES	\$ 290.11	parks1
344433	3/18/2024	03/18/2024	LYNDEN YOGA COLLECTIVE	DECEMBER, JANUARY & FEBRUARY PE CLASSES	\$ 1,125.00	medic
344229	3/18/2024	0316151-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 137.69	dwwtp
344226	3/18/2024	2024-BA0020257	DEPARTMENT OF ECOLOGY	BIOSOLIDS ANNUAL PERMIT FEE - 2024	\$ 1,067.89	dwwtp
344456	3/18/2024	23521	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200	\$ 2,699.50	legal
344239	3/18/2024	WA07-00232720	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 813.20	dwwtp
344240	3/18/2024	WA07-00232721	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES	\$ 515.58	dwwtp
344250	3/19/2024	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 2/16-3/18/24	\$ 1,729.45	apd
344029	3/19/2024	15181	LYNDEN PRECAST LLC	CEMETERY FULL LINERS	\$ 1,468.80	parks1
344248	3/19/2024	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 2/16 - 3/18/24	\$ 304.43	medic
344427	3/19/2024	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 2/16-3/18/24	\$ 374.81	museum
344242	3/19/2024	240299	T-SHIRTS BY DESIGN	UNIFORM JACKETS	\$ 810.56	medic
344037	3/19/2024	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 2/16/24-3/18/24	\$ 498.57	parks1
344266	3/19/2024	2881565	FOSTER GARVEY PC	PROPERTY ISSUES - THROUGH 02/29/2024	\$ 80.00	legal
344272	3/19/2024	2881566	FOSTER GARVEY PC	WWTP OUTFALL RELOCATION/GRANT PROJECT D20-2033 - FEBRUARY 2024	\$ 80.00	legal
344259	3/19/2024	2881567	FOSTER GARVEY PC	HUMAN RESOURCES - FEBRUARY 2024	\$ 400.00	legal
344274	3/19/2024	2881568	FOSTER GARVEY PC	OUTSIDE DEFENSE COUNSEL FOR SHORELINES CASE - BARTH/SHADOWCRFFK	\$ 1,380.60	legal
344275	3/19/2024	2881569	FOSTER GARVEY PC	EMPLOYMENT INVESTIGATION - REILLY WYNN	\$ 240.00	legal
344038	3/19/2024	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 2/16-3/18/24	\$ 15.15	parks1
344034	3/19/2024	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 2/16-3/18/24	\$ 870.36	parks1
344040	3/19/2024	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 2/16-3/18/24	\$ 75.97	parks1
344254	3/19/2024	63351696	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,264.32	finance
344039	3/19/2024	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 2/16-3/18/24	\$ 143.91	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344243	3/19/2024	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 2/16 - 3/18/24	\$ 472.37	medic
344036	3/19/2024	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 02/16-03/18/24	\$ 1,519.53	dshop
344035	3/19/2024	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 2/16-3/18/24	\$ 1,580.03	finance
344227	3/19/2024	9058433112	GRAINGER	MAINTENANCE SUPPLIES	\$ 264.26	dwwtp
344041	3/19/2024	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 2/16-3/18/24	\$ 342.71	parks1
344221	3/19/2024	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 2/16-3/18/24	\$ 15.48	dwwtp
344241	3/19/2024	WA07-00232797	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES	\$ 614.72	dwwtp
344428	3/19/2024	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 2/16-3/18/24	\$ 502.52	museum
344230	3/20/2024	0316182-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 623.14	dwwtp
344276	3/20/2024	112007	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL	\$ 585.00	legal
344351	3/20/2024	218409	BLADE CHEVROLET, INC	PARTS & SERVICE FOR VEHICLE #037	\$ 2,524.46	dshop
344033	3/20/2024	22-174-TRN-0011	RAW LAND CONSTRUCTION LLC	RETAINAGE RELEASE	\$ 12,144.85	pw1
343978	3/20/2024	23-035-WTR-0011	RAW LAND CONSTRUCTION LLC	RETAINAGE RELEASE	\$ 12,419.70	pw1
344235	3/20/2024	24056613	MCMaster-CARR	WIRE CLOTH FOR TANK	\$ 240.42	dwwtp
344261	3/20/2024	43417	SKAGIT PUBLISHING LLC	PUBLISH AA-492182	\$ 101.50	plan
344423	3/20/2024	9390	ANACORTES TOWING, LLC	TOW VEHICLE #037	\$ 220.86	dshop
344271	3/21/2024	004	ANACORTES FAMILY CENTER	ANACORTES OUTREACH TEAM (COVERED BY AWC GRANT)	\$ 7,131.43	medic
344252	3/21/2024	24030603	PACIFIC COAST MEMORIALS	CEMETERY MARKER MAINTENANCE	\$ 220.00	parks1
344224	3/21/2024	276969	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 2,529.33	dwwtp
344277	3/21/2024	43545	SKAGIT PUBLISHING LLC	PUBLISH SVH-493525	\$ 48.42	pw1
344237	3/21/2024	51948726	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 5,322.78	dwwtp
344225	3/21/2024	6002550557	ENDRESS + HAUSER, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 17,995.93	dwwtp
344443	3/21/2024	9336490106	GRAYBAR ELECTRIC COMPANY, INC	100 GBPS LINE CARDS	\$ 18,005.92	fiber
344143	3/21/2024	CDBGCV.2024.Winter3	THE SALVATION ARMY	COLD WEATHER SHELTER CDBG CV FUNDING	\$ 1,268.20	plan
344348	3/21/2024	INV-996610	OWENS PUMP & EQUIPMENT	MAINTENANCE SUPPLIES	\$ 7,302.51	dwwtp
344220	3/21/2024	INV00312706	USA BLUE BOOK	LAB BUFFER	\$ 126.86	dwwtp
344419	3/21/2024	PC302168843:01	FREIGHTLINER NORTHWEST	PARTS FOR VEHICLE #513	\$ 118.96	dshop
344420	3/21/2024	PC302168843:02	FREIGHTLINER NORTHWEST	PARTS FOR 513	\$ 978.54	dshop
344441	3/21/2024	RHC_INV2023001509100	ISLAND HOSPITAL	RURAL HEALTH CARE REIMBURSEMENT	\$ 4,904.91	fiber
344273	3/22/2024	24197016	MCMaster-CARR	WIRE CLOTH 316	\$ 311.56	dwwtp
344352	3/22/2024	355180A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 469.80	pwfac

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
344347	3/22/2024	37262	COMMERCIAL ALARM & DETECTION	RIRE ALARM MAINTENANCE	\$ 1,661.59	dwwtp
344278	3/22/2024	43567	SKAGIT PUBLISHING LLC	PUBLISH SVH-494048	\$ 53.80	dwwtp
344436	3/22/2024	A24039	ENVIRONMENTAL ABATEMENT	GRAND VIEW CEMETERY OFFICE DEMO ASBESTOS REMOVAL	\$ 3,525.12	parks1
344421	3/22/2024	PC302168843:03	FREIGHTLINER NORTHWEST	PARTS FOR VEHICLE #513	\$ 958.38	dshop
344244	3/23/2024	00005W5A83124	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-23-24	\$ 12.39	apd
344444	3/25/2024	002	HICKMAN, LANA	YOUTH ART CLASSES	\$ 337.00	pkrec
344263	3/25/2024	10133	URBAN FORESTRY NURSERY, INC	ARBOR DAY TREE	\$ 249.78	parks1
344345	3/25/2024	10141	URBAN FORESTRY NURSERY, INC	CEMETERY REPLACEMENT TREES	\$ 939.39	parks1
344461	3/25/2024	11355746	WORLD WIDE TECHNOLOGY, LLC	DROP CABLES	\$ 2,977.86	fiber
344438	3/25/2024	2024-13339	CRITICAL INSIGHT, INC	MANAGE DETECTION AND RESPONSE (MDR) SERVICES - 1/1/24-12/31/24	\$ 37,044.51	infosys
344429	3/25/2024	6002551846	ENDRESS + HAUSER, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 1,059.29	dwwtp
344442	3/25/2024	Pay App 4	SRV CONSTRUCTION, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - CONSTRUCTION	\$ 1,264,045.62	pw1
344422	3/25/2024	PSTAC24-12	PUBLIC SAFETY TESTING, INC	POLICE PROMOTIONAL TESTING MATERIAL	\$ 2,015.00	hr
344440	3/25/2024	TSSIN00004551	TECHNICAL SAFETY SERVICES LLC	WWTP ANNUAL BALANCE & FUME HOOD CALIBRATION & TESTING 2024	\$ 720.00	dwwtp
344431	3/26/2024	7365619469	CARDINAL HEALTH 110, INC.	PHARMA: NALOXONE	\$ 252.48	medic
	Total				\$ 1,715,757.29	



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 5.c.

Agenda Item Title: Special Event - Whale of a Sale

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: This is downtown's annual sidewalk sale, taking place from about 11th to 3rd streets on Commercial Avenue. Merchants will set items for sale out on the sidewalk (and we know to keep walkways open for pedestrians). We will have a band and kid activities in the Chamber parking lot (roped off), and may add a second folk music spot at Reisner Distributor at 310 Commercial (in their large driveway). The sale is open to all merchants and there is no charge to participate.

Budget Impact:

0

Previous Action:

Recommended Motion: RECOMMEND APPROVAL

Alternative Actions: MODIFY OR DISAPPROVE

Attachments (listed in order presented):

1. was ccpacket



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 *

3/17/2024

Event Name *

Whale of a Sale

Event Type

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

Sidewalk Sale

Applicant/Organization Name *

Downtown Anacortes Alliance

Mailing Address *

P.O. Box 703, Anacortes WA 98221

Event Contact Person *

Cathy Enns

Event Contact Email *

cathy.enns@gmail.com

Event Contact Phone *

805-441-5676

Event Website

www.downtownanacortesalliance.org

Estimated Number of Participants/Attendees *

500

Event Description *

This is downtown's annual sidewalk sale, taking place from about 11th to 3rd streets on Commercial Avenue. Merchants will set items for sale out on the sidewalk (and we know to keep walkways open for pedestrians). We will have a band and kid activities in the Chamber parking lot (roped off), and may add a second folk music spot at Reisner Distributor at 310 Commercial (in their large driveway). The sale is open to all merchants and there is no charge to participate.

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 *

6/29/2024

Time Event Starts *

10:00:00 AM

Date Event Ends *

6/29/2024

Time Event Ends *

5:00:00 PM

Date Street Closure Starts *

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

6/29/2024

Time Street Closure Starts *

10:00:00 AM

Date Street Closure Ends *

6/29/2024

Time Street Closure Ends *

5:00:00 PM

Event Location *

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

We are NOT requesting a closure, but this app required me to fill in those boxes.

Parking Location

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

none

Event Map (optional)

Upload one or more maps of the event

[whale of a sale.jpg](#)

265.88KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[indemnification.pdf](#)

460.81KB

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

Cathleen B. Enns

Admin Review

Council Meeting Date *

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

4/1/2024

Staff Review Deadline *

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

3/25/2024

Administrator comments and conditions of approval

This is a sidewalk sale only. No streets will be closed off. The sponsor understands that attendees will use the sidewalk, allow space for pedestrian access and use crosswalks for safety.

Insurance Certificate

[Trash plan for Whale of a Sale.pdf](#)

184.4KB

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 *

Will the organizer provide garbage and recycling? Or will they empty existing city cans at the end of their event and dispose the trash in their own dumpster?

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.



From: [Cathy Enns](#)
To: [Stephanie Snyder](#)
Cc: [Jordan Hay](#)
Subject: Trash plan for Whale of a Sale
Date: Wednesday, March 20, 2024 1:40:00 PM

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

Ok! Great. Then here's the plan.

DAA will appoint an "end of day" lead volunteer. That person can come get a few trash bags from you and can call you for a good time to do this prior to 6/29.

DAA will give a heads up to all participating businesses to help us keep an eye on the trash cans during the day.

DAA will ask merchants we work closely with (Pelican Bay, Moonwater Arts, Fidalgo Yarn, Clayhouse) to agree to give us dumpster space if needed.

The DAA "end of day" volunteer will walk the street at about 4:00 and determine which cans need to be emptied. They will take care of that, putting in a new trash bag.

Sound sufficient?

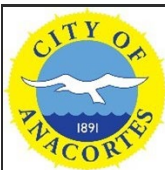
Thanks,

Cathy

On Wed, Mar 20, 2024 at 12:44 PM Stephanie Snyder <stephanies@cityofanacortes.org> wrote:

I am sure I can rustle up a few bags for you prior to the event! I doubt there will be a major trash issue, since it is just a shopping day like you said...but we do need to cover waste collection on any events in the city when it is bigger than 30 people.

Thanks so much for working with us on this Cathy!



Stephanie Snyder

PCED Program Coordinator

904 6th Street

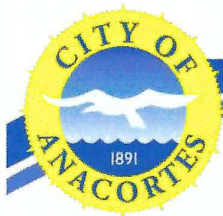
Anacortes, WA 98221

Office: 360.293.1907

Mobile: 360.298.1814

stephanies@cityofanacortes.org

www.anacorteswa.gov



SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 03/17/24

WARD R. MACKENZIE
BOARD CHAIR, DOWNTOWN ANACORTES ALLIANCE

Name and Title – Printed

Name and Title – Printed


Signature

Signature



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 5.d.

Agenda Item Title: Special Event - Fourth of July Parade

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: Annual 4th of July parade

Budget Impact:

0

Previous Action:

Recommended Motion: APPROVE

Alternative Actions: MODIFY OR DISAPPROVE

Attachments (listed in order presented):

1. 4th.Of.July.CCPacket



Street Fair Application Processing

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

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

Application

Application Date *

6/12/2023

Event Name *

Fourth of July Parade

Mailing Address *

PO Box 547

Event Contact Email *

jonnl@cityofanacortes.org

Event Website**Event Description ***

Annual Fourth of July Parade

Will food vendors participate in this event? *

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

☐ Yes ☒ No

Date Event Starts *

7/4/2023

Date Event Ends *

7/4/2023

Applicant/Organization Name *

City of Anacortes

Event Contact Person *

Jonn Lunsford

Event Contact Phone *

(360) 293-1918

Estimated Number of Participants/Attendees *

5000

Time Event Starts *

10:00:00 AM

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.

7/4/2023

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

7/4/2023

Time Street Closure Ends *

2:00:00 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.

Commercial Avenue from 3rd Street to 10th Street. 10th Street from Commercial to O Avenue

Parking Location

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

City Hall. Depot.

Event Map (optional)

Upload one or more maps of the event

4th of July Parade Route.pdf 915.15KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

AnnieCurtisProfp2.png 1.46MB

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

Jonn Lunsford

Admin Review

Council Meeting Date *

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

6/19/2023

Staff Review Deadline *

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

6/12/2023

Administrator comments and conditions of approval

We hope you are able to approve this today to get onto City Council Agenda next week. Thank you for understanding!

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:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

Police Unit participating in the parade. APD Auxiliary Patrol Units assisting with street closures.

Police Department concerns, objections, or conditions of approval *

None

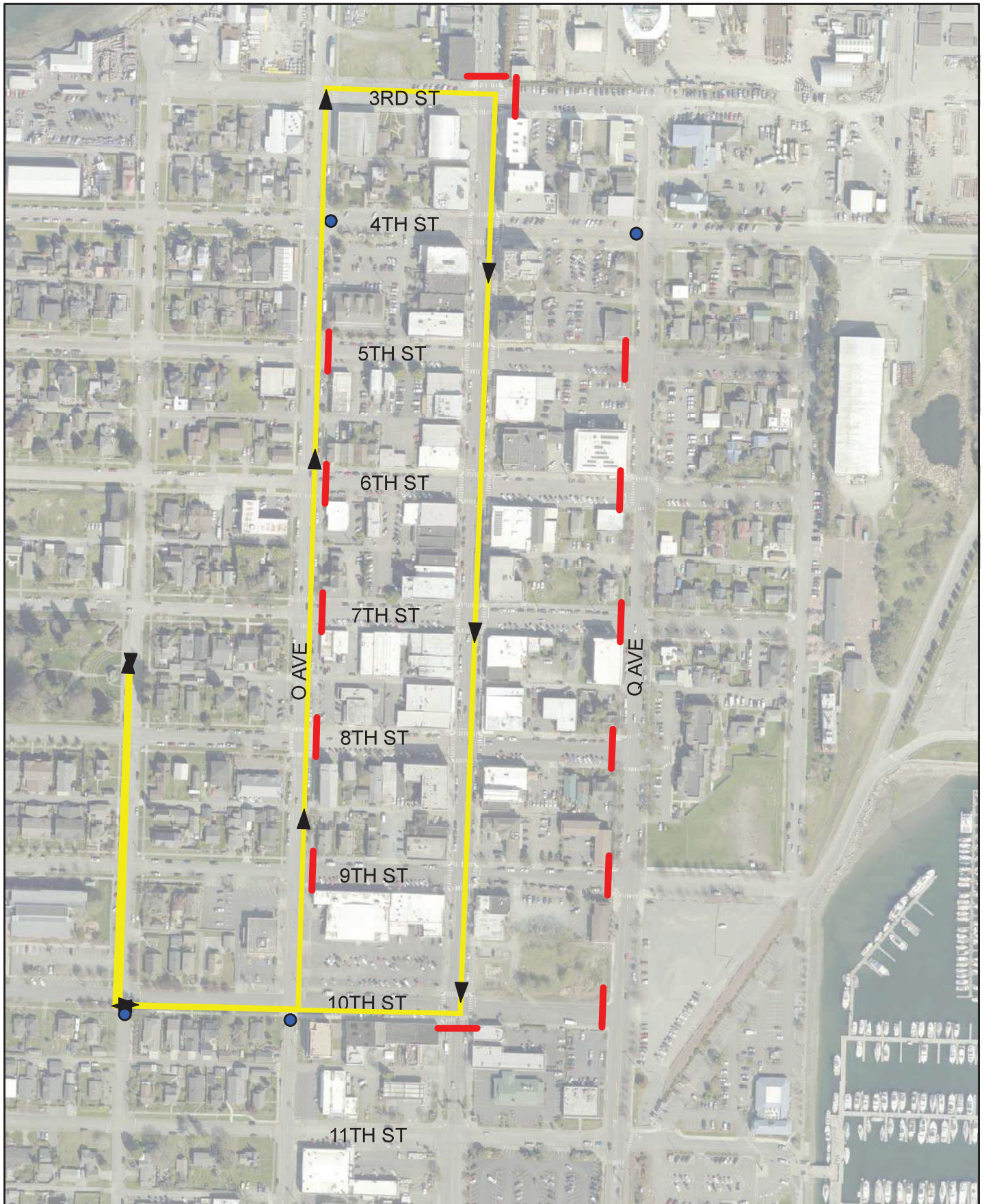
Public Works Department will provide the following services for this event:

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

None

Departmental attachments

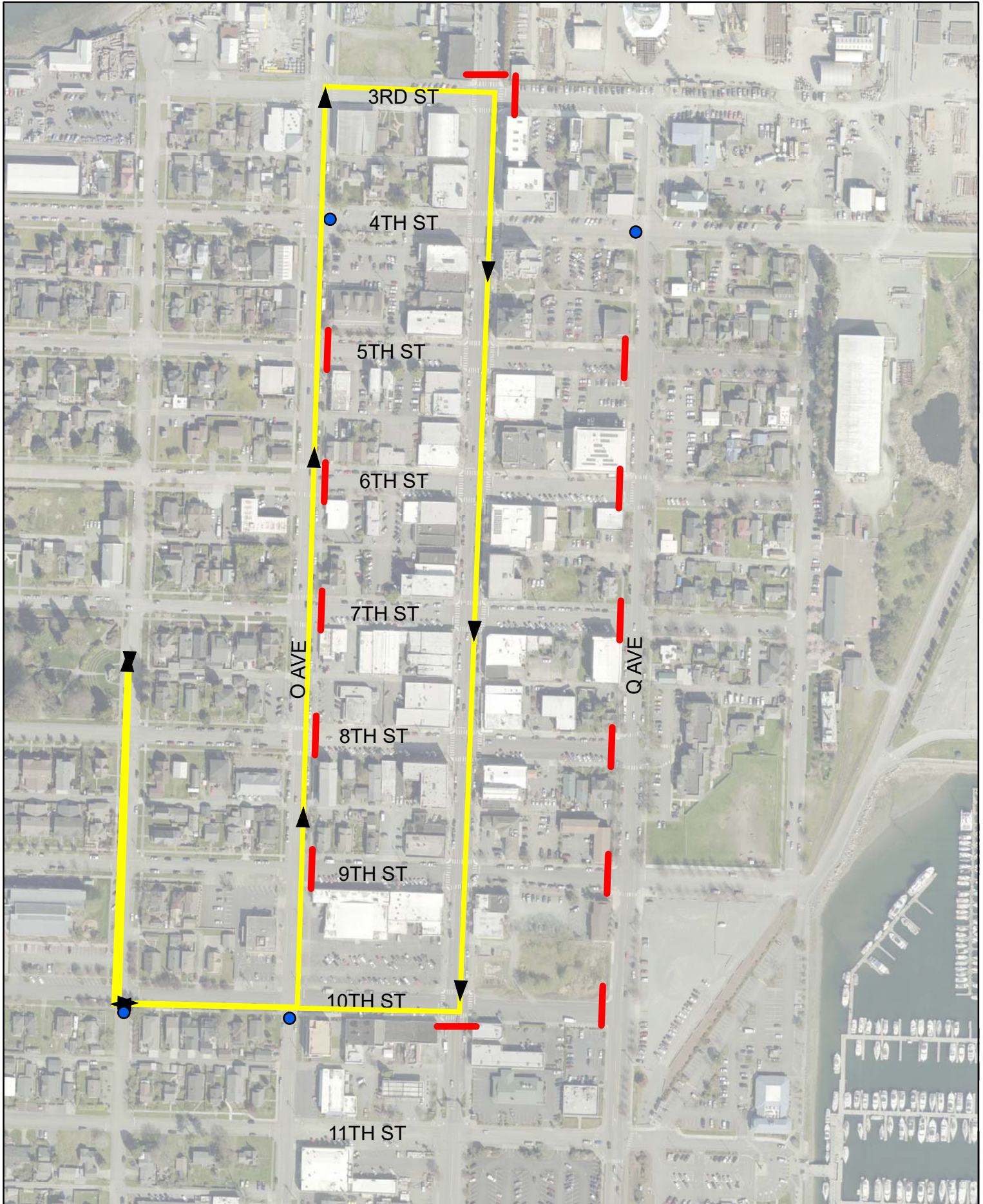
Upload any staff memos, guidelines, or requirements that will be in effect for this event.



July 4th - Parade Route

-  Street Barricade
-  Auxillary Barricade





July 4th - Parade Route

-  Street Barricade
-  Auxillary Barricade



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 5.e.

Agenda Item Title: Special Event - Anacortes Farmers Market

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: Farmers Market, Saturdays May-October

Budget Impact:

0

Previous Action:

Recommended Motion: RECOMMEND TO APPROVE

Alternative Actions: MODIFY OR DISAPPROVE

Attachments (listed in order presented):

1. AFM.CCPacket



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 *

3/13/2024

Event Name *

Anacortes Farmers Market

Event Type

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

Applicant/Organization Name *

Anacortes Farmers Market

Mailing Address *

POBox 292 Anacortes, WA 98221

Event Contact Person *

Piper McCullough

Event Contact Email *

piper708@gmail.com

Event Contact Phone ***Event Website****Estimated Number of Participants/Attendees *****Event Description *****Will food vendors participate in this event? ***

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

☒ Yes ☐ No

Date Event Starts ***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.

Parking Location

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

Event Map (optional)

Upload one or more maps of the event

Upload

[20240312_222221.jpg](#)

6.36MB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

[20240313_122243.jpg](#)

4.13MB

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

Piper McCullough

Admin Review

Council Meeting Date *

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

4/1/2024

Staff Review Deadline *

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

3/25/2024

Administrator comments and conditions of approval

Farmers Market is on Saturdays only.

Insurance Certificate

Upload

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular 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.

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?>

Comments



Farmers Market Road Closure

0 30 60 Feet



SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: March 13, 2024

Piper McCullough, Market Manager
Name and Title - Printed

Name and Title - Printed

[Signature]
Signature

Signature



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.a.

Agenda Item Title: Alternative Response Team

Staff Contact(s): Bill Harris

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Staff Report
Bill Harris	

Item Summary: This will be a presentation on the 2023 and current activities of our Alternative Response Team. There will be members from the City of Anacortes and the Anacortes Family Center presenting and available for questions.

Budget Impact:
None.

Previous Action:

Recommended Motion: None

Alternative Actions:

Attachments (listed in order presented):

1. 2023 MIH-CP Annual Report
2. 2023 Update City Council Presentation



2023

Mobile Integrated Healthcare - Community Paramedic



Annual Report

Anacortes Fire Department

(360) 293-1925



Mobile Integrated Healthcare – Community Paramedic Program

2023 Annual Report

BACKGROUND

In 2021 the Anacortes Fire Department (AFD), in partnership with Island Health, implemented a Mobile Integrated Healthcare – Community Paramedic (MIH-CP) program with the goal of engaging with community partners to improve health in the community, reduce risk of preventable injury and death in vulnerable community members, decrease healthcare costs, and improve overall quality of life within the community. This report will provide an annual review for the year 2023.

The primary objectives of the AFD MIH-CP program include:

- Reduce burden on Fire Department from 911 calls for non-emergent needs by frequent utilizers.
- Reduce burden on hospital from unnecessary and inappropriate Emergency Department visits and prevent readmissions post hospitalization.
- Refer underserved and vulnerable patients to appropriate health, social, and community resources.

The program is funded by the City of Anacortes and Island Health and is staffed by Community Paramedic (CP) Steve Monrad, an employee of AFD for 25 years.

PARTNER ORGANIZATIONS

Meeting the objectives of the MIH-CP program requires working in collaboration with other organizations committed to improving health, safety, and quality of life within the community. For the year 2023 partner organizations include:

- Island Health
- Anacortes Family Center
- Anacortes Police Department
- Anacortes Senior Activities Center
- Northwest Regional Council
- North Sound Accountable Community of Health (ACH)
- Anacortes Firefighters Union
- Washington Adult Protective Services (Washington State Department of Social and Health Services)

SERVICES PROVIDED

Patient Home Visits

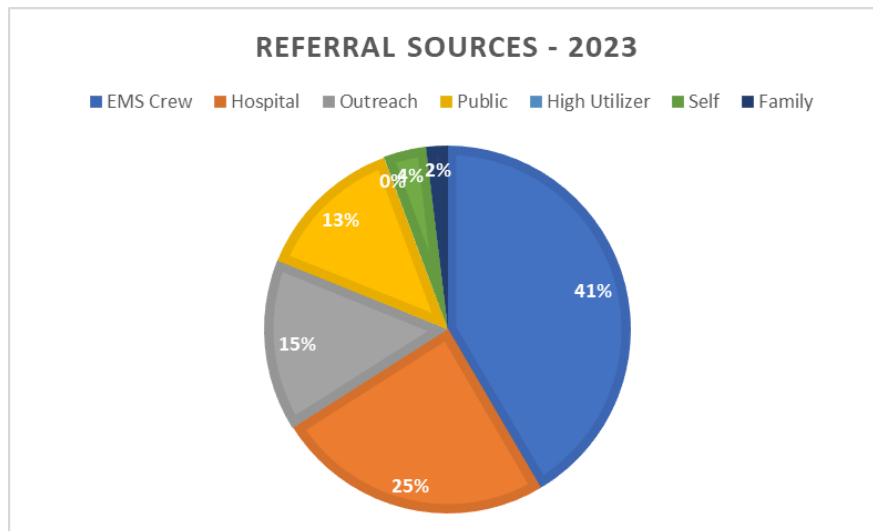
Since the launch of the program, a total of 112 patients have been enrolled, with 52 new patients in 2023 and 15 carried over from previous years. At the end of the year, the CP had a caseload of 19 active patients, with 48 inactive. Inactive patients may have either had their issues resolved, have transitioned to a different setting, or in some cases are deceased.

MIH-CP PATIENTS -2023		67
Active		19
Inactive		48
Carry over from previous		15

ENTRY POINT	PATIENTS	%
EMS Crew	22	42%
Hospital	13	25%
Outreach	8	15%
Public	7	13%
High Utilizer	0	0%
Self	2	4%
Family	1	2%

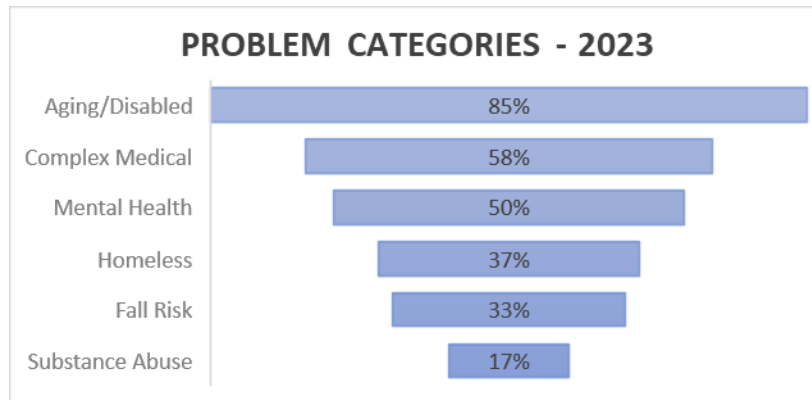
Individuals may be enrolled in the program if they have been identified as high utilizers of 911 services, on referral from Fire Department staff, Hospital staff, members of the public, family members, or after being encountered through outreach efforts within the community.

In 2023, a majority (42%) of enrolled patients entered the program through referral from Anacortes Fire Department staff, who have been very proactive at making referrals. The second largest source of referrals to the program (25%) came from partner, Island Health. Referrals from Island Health came from the Emergency Department (7), the hospital's two primary care clinics (3), and care management discharge planners (3).



PROBLEM CATEGORIES	PATIENTS	%
Aging/Disabled	44	85%
Complex Medical	30	58%
Mental Health	26	50%
Homeless	19	37%
Fall Risk	17	33%
Substance Abuse	9	17%

The services provided depend on the individual patient's needs. For data collection purposes and to determine community needs, patients are assigned *at least one* of the following problem categories. The chart on the left shows a breakdown of problem categories of enrolled patients for 2023.



Outreach

The CP is a member of a collaborative and effective Community Outreach Team. The team is comprised of a social worker from the Anacortes Family Center, a patrol officer and code enforcement officer from the Anacortes Police Department, and the CP from the Anacortes Fire Department. This outreach team meets at least weekly, and visits unhoused individuals in our community, as well as vulnerable housed community to assist in navigating them to resources for unmet needs.



Assistance on 911 Medical Calls

When not committed to other duties, the CP is available to respond and assist on 911 calls. The CP duty vehicle carries an Automated External Defibrillator (AED), basic airway equipment, and a selection of potentially life-saving medications. In 2023 the CP responded to assist AFD responders on 123 EMS calls.

PARTICIPATION AND INVOLVEMENT

In addition to daily duties, the CP is involved in various groups and projects throughout the region. These activities are opportunities to collaborate with other organizations, share knowledge and experience.

North Star Project: A joint effort between Skagit County and the cities of Burlington, Mount Vernon, Anacortes, and Sedro-Woolley to better align resources and services to address the complex behavioral health and homelessness challenges in our community. The CP was invited to join the Advisory Group Charter, made up of knowledgeable individuals with diverse backgrounds and expertise from various organizations in Skagit County. <https://www.skagitcounty.net/Departments/Health/NorthStarProject.htm>



North Sound Accountable Community of Health (ACH): A partner with the Washington State Health Care Authority (HCA) in the Medicaid Transformation Project, focused on improving health for people on Medicaid, while creating a just and inclusive culture and the necessary conditions for all community members to thrive. <https://northsoundach.org/>



Co-Response Outreach Alliance (CROA): A statewide organization consisting of first responders, behavioral health professionals, and project managers working in co-response programs. The CP has been involved with this organization, which has provided an opportunity to collaborate and share knowledge with other professionals. In April 2023, three members of the City's Outreach Team participated in the inaugural CROA Retreat, where they attended sessions with topics which included crisis response, suicide de-escalation, and substance use disorder. <https://croawa.com/>



NEW RESPONSE VEHICLE

2023 saw an upgrade in the vehicle the CP uses in the course of duties. The new vehicle is a 2023 Chevrolet Traverse, which was outfitted by the City's maintenance shop, and is emergency response capable with emergency lights, siren, emergency radios, and Mobile Data Terminal (MDT). The new vehicle features a secure cabinet system which houses medical and outreach supplies, as well as a retractable workspace.



CASE STUDIES

A total of 67 patients were served in 2023. This includes 52 new enrollments, as well as 15 patients carried over from prior years. The following table displays patients served in 2023, indicating their appropriate problem categories, entry point, and 911 calls before and after intervention. The cohort of patients enrolled in the program in 2023 saw a reduction from 114 911 calls prior to intervention, to 51 afterward - a **55 percent decrease**.

ID #	Age	Initial Visit	Status	Aging Disabled	Complex Medical	Mental Health	Fall Risk	Substance Abuse	Homeless	Entry Point	Calls Before Intervention	Calls After Intervention
21-07	66	7/15/21	Active	X	X	X	X			High Utilizer	0	12
22-08	69	7/18/2022	Active	X	X	X	X	X		Crew	0	7
22-09	88	7/19/22	Active	X	X		X			Hospital	0	3
22-13	54	8/29/22	Active	X	X					Hospital	0	0
22-19	41	9/15/22	Active			X		X	X	High Utilizer	0	111
22-15	89	9/19/22	Inactive	X	X		X			Hospital	0	0
22-16	31	9/21/22	Active	X	X		X			Hospital	0	9
22-31	75	12/7/22	Active	X	X		X			High Utilizer	0	10
22-30	46	12/7/22	Inactive	X	X		X		X	Outreach	0	8
22-33	81	12/9/22	Inactive	X		X				Public	0	1
22-33	32	12/19/22	Inactive					X		High Utilizer	0	2
22-34	84	12/19/22	Inactive	X	X		X			Crew	0	6
22-36	81	12/22/22	Inactive	X			X			Crew	0	6
22-35	59	12/23/22	Inactive	X	X	X				Crew	0	3
23-01	60	1/31/23	Inactive	X	X		X			Crew	2	0
23-02	69	2/14/23	Inactive	X					X	Outreach	0	0
23-03	65	2/16/23	Inactive	X	X				X	Outreach	0	3
23-04	80	2/17/23	Inactive	X	X	X				Family	0	2
23-05	76	2/21/23	Inactive	X	X	X				Crew	5	1
23-06	85	2/28/23	Inactive	X	X		X			Crew	5	0
23-10	87	3/1/23	Inactive	X	X		X			Crew	4	2
23-08	53	3/2/23	Inactive			X		X	X	Public	0	2
23-07	85	3/2/23	Inactive	X	X	X			X	Public	1	1
23-09	46	3/6/23	Inactive	X	X	X			X	Crew	0	1
23-11	86	3/8/23	Inactive	X	X		X			Crew	2	0
23-12	19	3/28/23	Inactive			X		X	X	Crew	1	0
23-13	80	4/12/2023	Inactive	X			X			Crew	7	2
23-14	71	4/13/23	Inactive	X		X				Hospital	2	0
23-15	72	4/19/23	Inactive	X	X		X			Hospital	5	2
23-16	26	4/25/23	Inactive			X		X	X	Outreach	0	0
23-18	31	4/25/23	Inactive			X		X	X	Crew	1	0
23-17	81	4/26/23	Inactive	X	X					Crew	10	1
23-19	91	5/1/23	Inactive	X						Public	0	0
23-20	74	5/3/23	Inactive	X		X				Public	0	0
21-04	88	5/4/23	Inactive	X						Hospital	1	2
23-22	89	5/8/2023	Active	X	X		X			Crew	16	5
23-21	73	5/8/23	Inactive	X				X	X	Self	2	2
23-23	68	5/10/23	Inactive	X						Self	1	0
23-24	90	5/11/23	Inactive	X	X	X	X			Hospital	2	0
23-25	73	5/30/23	Inactive	X		X				Hospital	1	0
23-26	87	6/1/23	Inactive	X	X		X			Crew	3	1
23-27	75	6/1/23	Inactive	X	X		X			Crew	2	14
23-28	74	6/15/23	Inactive	X	X					Hospital	2	0
23-29	57	6/20/23	Inactive		X	X		X	X	Hospital	1	0
23-30	57	6/20/23	Inactive			X		X	X	Outreach	1	1
23-32	86	6/21/23	Inactive	X	X	X			X	Public	1	0
23-31	68	6/22/23	Inactive	X		X	X			Hospital	0	0
23-33	91	7/11/23	Inactive	X		X	X			Crew	1	1
23-34	77	7/17/23	Inactive	X	X	X				Hospital	1	0
23-36	67	7/19/23	Inactive	X	X	X			X	Outreach	0	0
23-51	95	7/20/23	Active	X	X	X				Hospital	0	0
23-38	87	7/24/23	Inactive	X	X	X				Crew	1	0
23-37	86	7/24/23	Inactive	X	X		X			Crew	3	1
23-35	69	7/25/23	Inactive	X	X				X	Hospital	0	0
23-39	45	8/2/23	Inactive					X	X	Outreach	0	0
23-40	87	8/9/23	Inactive	X	X	X				Hospital	0	0
23-52	76	10/30/23	Active	X	X		X			Crew	6	2
23-41	38	11/21/23	Active			X			X	Outreach	1	0
23-42	64	12/5/23	Active	X		X			X	Outreach	0	0
23-43	71	12/5/23	Active	X	X					Crew	3	0
23-44	83	12/6/23	Active	X	X		X	X		Crew	7	2
23-45	80	12/7/23	Active	X						Crew	1	0
23-46	66	12/7/23	Active	X	X		X			Crew	7	2
23-47	81	12/14/23	Active	X					X	Public	0	0
23-48	56	12/14/23	Active			X			X	Public	0	0
23-49	87	12/18/23	Inactive	X	X		X			Crew	5	1
23-50	74	12/21/23	Active	X		X				Hospital	0	0
											114	51

Case #1

This patient is a female in her eighties suffering from dementia, who lives at home with her elderly husband who is her sole caregiver. The CP began visiting the home for support and assisted the patient's husband in connecting with her primary care physician and referral to aging and disability resources. With deteriorating health, she was placed on hospice with the goal of remaining at home. Navigating this new chapter was difficult for the husband, so the CP continued to provide support up to and after the patient's passing, including grief resources and introducing the husband to the Anacortes Senior Activities Center, where he was able to engage with a new community.

Case #2

This patient is a male in his twenties found living in his vehicle by the City's Outreach Team. He had no prior EMS or law enforcement contacts but shared that he had a history of mental illness. Concerned for his safety, he expressed a desire to enter inpatient treatment. He was provided with safe non-emergent transport to Island Health Emergency Department, where the ED Social Worker arranged for an inpatient bed at a behavioral health facility that very same day.

Case #3

This patient is a male in his eighties who lives at home with his wife, who is his sole caregiver. He was referred to the program by Island Health Primary Care, as he was unable to be seen by his physician in the clinic due to being bedbound. The CP visited the patient at home, performed an exam, and reported findings back to the care team through Island Health's electronic medical records system, which the CP has access to. As some time passed, the patient was long overdue for lab work. With orders from the patient's physician, the CP returned to the patient's home, collected lab specimens, and delivered them to the lab at Island Health. Later that same day, the patient contacted the fire department by phone, expressing his appreciation.

Case #4

This patient is a man in his forties with disability. He lived, along with his mother who was his caregiver, for several years in a local motel. His mother died suddenly and unexpectedly, leaving him alone in the motel room. The CP engaged with the patient shortly after his mother's passing to provide support and referral to resources. He had not seen a doctor for several years, so the CP contacted Island Health Primary Care, where he was assigned a primary care physician and an appointment scheduled. Anacortes Family Center's Resource Navigator joined the case, completing a housing assessment and a successful application for a Section 8 voucher, then secured safe and stable housing for the patient. Adding additional complication, the patient had a cat that was not well, so the Anacortes Police Department's Animal Control Officer ensured the cat received the veterinary care it needed at no cost to the patient. Leading up to and on moving day saw assistance from Community Action of Skagit County and the Skagit Mobile Crisis Outreach Team (MCOT) to help the patient transition to his very own apartment. The success of this case is truly a result of multiple organizations collaborating for a common goal of improving the quality of life of community members.

SUMMARY

Over the past 12 months, the community has benefited from the MIH-CP Program, which has assisted vulnerable community members to enjoy improved quality of life with less reliance on emergency resources.

Looking ahead, the CP is looking forward to launching a new software program called Julota, which will provide an improved case management system, as well as collaborate and send referrals to other providers in an efficient, secure, and compliant platform. The software is funded by Skagit County Public Health to fill a communication gap identified by the North Star Project. Current users are Skagit County Sheriff's Department Crisis Response Team, Mount Vernon Police Department Integrated Outreach Services (IOS), and Anacortes Fire Department's CP, with the goal of expansion to other providers in the near future.

We look forward to continued success of the program and opportunities to collaborate with our partners to improve health and quality of life for our community.

Respectfully Submitted,

Steve Monrad,

Community Paramedic

Anacortes Fire Department

MEDIA

Video: Presentation to Anacortes City Council on Alternative Response Team Grant and agreement with Anacortes Family Center, January 17, 2023 <https://youtu.be/s1FgGMaPec4?t=4591>

Article: "City of Anacortes works with Family Center to increase outreach to those in need," *Anacortes American*, January 22, 2023. https://www.goskagit.com/anacortes/news/city-of-anacortes-works-with-family-center-to-increase-outreach-to-those-in-need/article_1e0aee3c-976c-11ed-a29f-bbad34c6dc57.html

Article: "New software to help social service providers," *Skagit Valley Herald*, March 23, 2023. https://www.goskagit.com/townnews/police/new-software-to-help-social-services-providers/article_716fa972-c805-11ed-a047-333083a2edd8.html



Program Update

Community Paramedic/ Alternative Response Team

Community Paramedic Program

Implemented July 1, 2021

Goal: Reduce 911 calls, ED visits, and improve quality of life for vulnerable community members.

Funded in partnership with Island Health

134 Patients enrolled since launch.

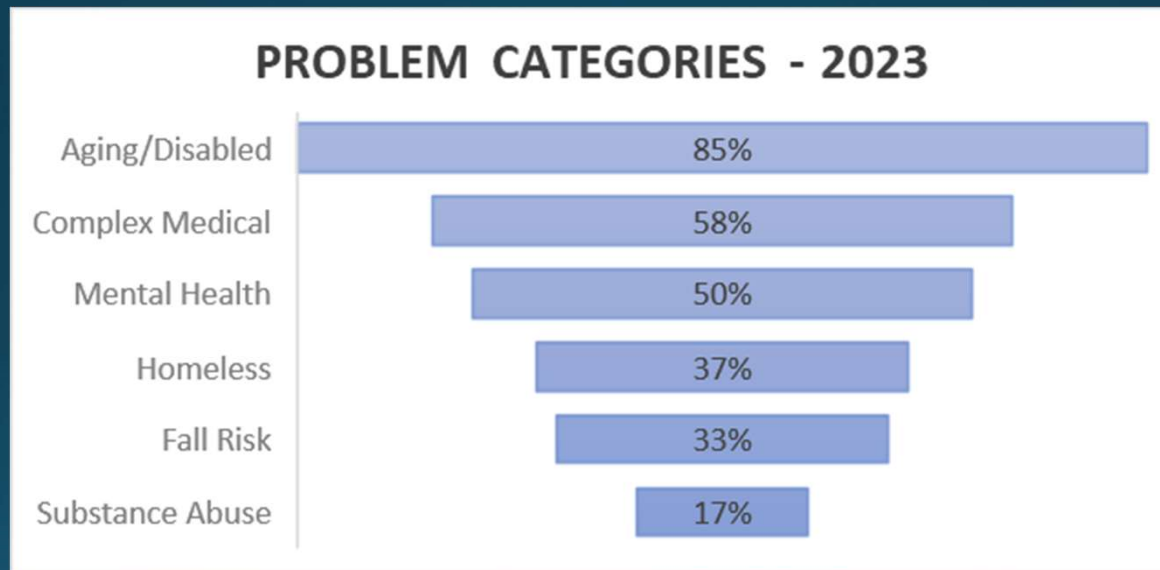
67 Patients Enrolled 2023. 24 year to date.



Patient Categories - 2023

PROBLEM CATEGORIES	PATIENTS	%
Aging/Disabled	44	85%
Complex Medical	30	58%
Mental Health	26	50%
Homeless	19	37%
Fall Risk	17	33%
Substance Abuse	9	17%

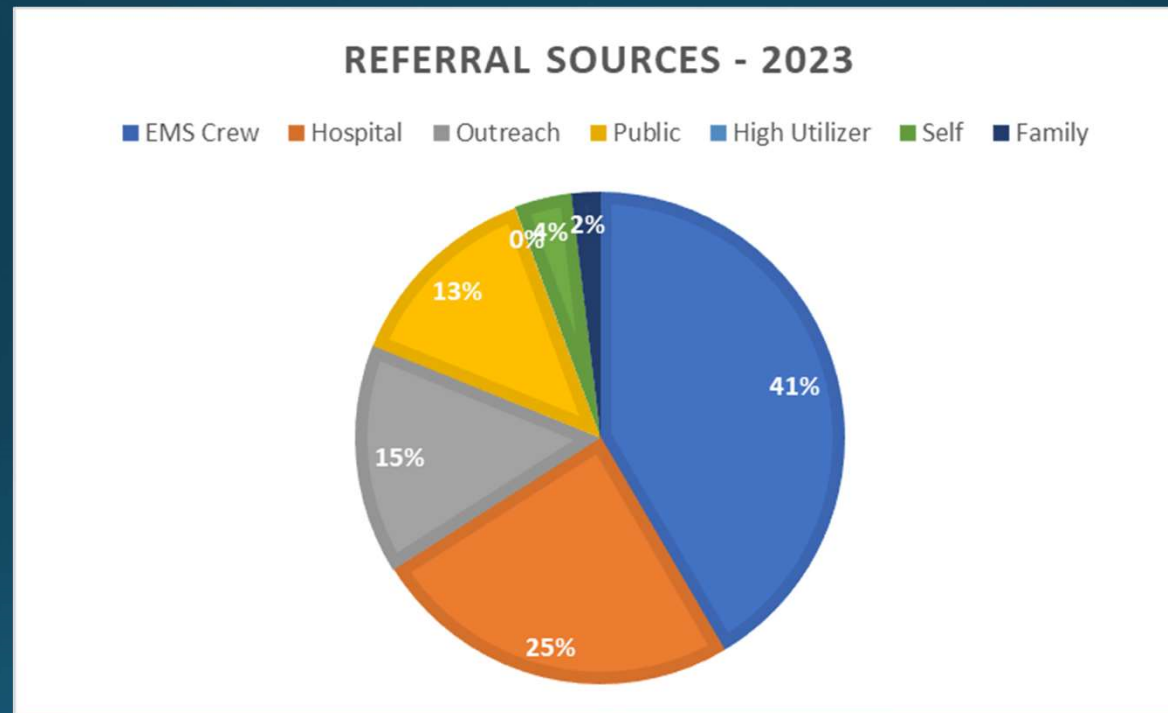
Patient Categories - 2023



Referral Sources - 2023

ENTRY POINT	PATIENTS	%
EMS Crew	22	42%
Hospital	13	25%
Outreach	8	15%
Public	7	13%
High Utilizer	0	0%
Self	2	4%
Family	1	2%

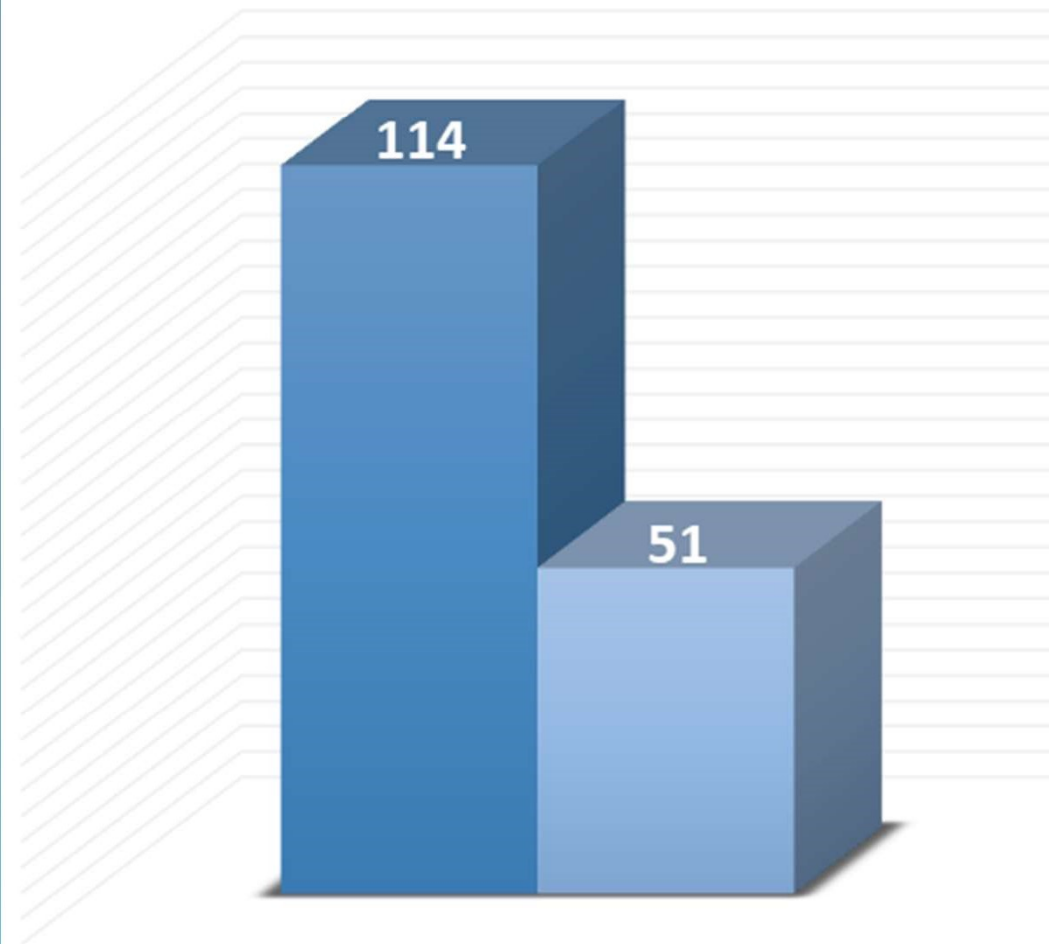
Referral Sources - 2023



EMS Call Reduction

- 2023: 67 Patients Enrolled
 - Calls prior to enrollment: 114
 - Calls after enrollment: 51
- 55% Reduction

EMS Calls





The Anacortes
Family Center



Alternative Response Team

Alternative Response Team

Formed Jan 2023

Initially funded through AWC grant

Partnership with:

- Anacortes Fire Department
- Anacortes Police Department
- Anacortes Family Center

Alternative Response Team



Alternative Response Team



Community outreach



Case management



Community
Paramedicine Services



Enforcement

Alternative Response Team

- 206 Distinct clients served in 2023
 - Housing
 - Substance Use
 - Behavioral Health
 - Health Care

Alternative Response Team

- Case Management Services
 - Motel Voucher
 - Grocery/Gas Cards
 - Bus Passes
 - Clothing
 - Laundry Vouchers
 - Transportation
 - Identifying Documents
 - Resumes and Employment Services
 - Health Insurance
 - Education (Alternative school, College)
 - McKinney-Vento Homeless Families in School District
 - Shower Room

Alternative Response Team

- Outreach Animal Support
 - Free dog and cat food
 - Low cost spay and neuter programs
 - Assistance with routine veterinary care through SAIN (Skagit Animals In Need)
 - Options to re-home pets, if surrendered
 - Pet-related Case Management

Alternative Response Team

- Enforcement
 - 110 correction notices (warnings) issued.
 - 11 parking infractions issued.
 - Over 50 different vehicles contacted.
 - 8 RVs impounded at City lot.

Case Studies

Questions?



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.b.

Agenda Item Title: 12th Street and Commercial Avenue Intersection - Complete Streets Phase 1

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Andrew Rheume	Motion

Item Summary: Staff request City Council make a motion to decide to proceed with a roundabout at 12th and Commercial or switch gears to an upgraded signalized intersection.

Budget Impact:

This project is funded in 2024 in the Capital Facilities Plan. The project name in the Capital Facilities Plan is titled South Commercial Corridor Plan Phase II.

Previous Action: August 2021, City Council approved staff and consultants to proceed with a roundabout at 12th Street and Commercial Avenue.

Recommended Motion: I move that the City proceed with building a signalized intersection at 12th and Commercial and work with our funding partners to make changes to the scope and schedule of the project.

Alternative Actions: Move to continue with the design and construction of a roundabout at 12th Street and Commercial Avenue.

Attachments (listed in order presented):

1. Public Comment - Elizabeth Walker
2. 12th and Commercial 2024

From: No Reply <noreply@civicplus.com>
Sent: Friday, March 29, 2024 11:08 AM
To: CityClerk
Subject: Public Comment Submission

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

Submitted by: Elizabeth Walker
Email Address: ewtreelady@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1094/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: My comments here are in relation to the proposed roundabout at the intersection of 12th and Commercial. There are sensible places to put a roundabout to help with traffic issues (like SR20 toward Deception Pass, though that is up for debate), but this is not the problem at this intersection. Besides having one entry point a private egress (Safeway) which seems an improper application, drivers (local and seasonal) still have issues navigating and yielding at roundabouts, let alone large delivery trucks heading to San Juan Islands (via ferry dock) will have major challenges proceeding around and taking 3rd exit west in such a tight area (limited space to build a decent roundabout). The existing traffic light is doing its job effectively in moving traffic safely and in a timely manner through this intersection. Please provide more transparency around the reasoning for this design option that will only inconvenience local residents in favor of....hmm not sure who this favors and what problem is being resolved. I hope to attend April 1 meeting in person. Thank you - Elizabeth Walker 1318 Erie Ave. 

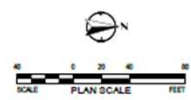
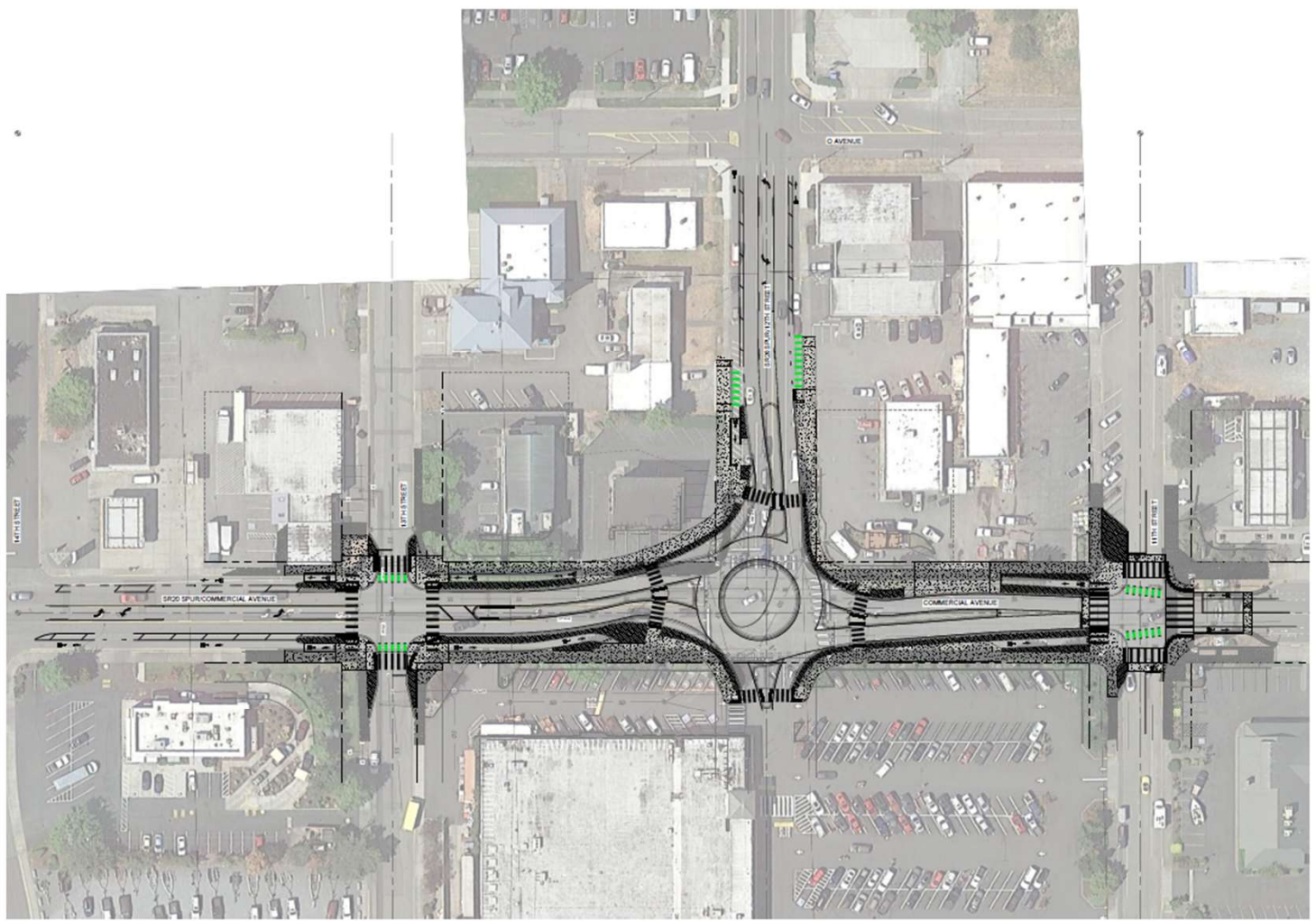
12th and Commercial Intersection

Project History

- [9/23/2019](#) - Initial contract award [#19-095-TRN-001](#) on where City Engineer Eric Shjarback gave the staff presentation (attached).
- [12/21/2020](#) - Virtual Public Open House (no presentation included in the packet).
- [2/1/2021](#) – City Engineer Tim Hohmann gave a [project presentation](#) and the consultants from Alta Planning and Design gave an [accompanying presentation](#).
- [8/21/2023](#) – Alta consultants provided a [project update presentation](#) and an [aerial signing and striping plan](#).
- [1/22/2024](#) – Council approved a [contract modification to #19-095-TRN-001](#)
- [3/4/2024](#) – Alta consultants provided a project update presentation, referring to the [overhead signing and striping plan](#).

Project Budget (2019 dollars)

	S. Commercial Avenue Corridor Plan 19-095-TRN			
		PE	CN	
award date	Grant Funding Sources	11th-13th	11th-13th	TOTALS
6/18/2019	WSDOT/Bike and Ped grant - state share (82% design \$\$ spent)	\$271,688	\$828,812	\$1,100,500
	WSDOT/Bike and Ped grant - city share	\$270,688		\$270,688
5/19/2023	WSDOT/"Sandy Williams" Connecting Washington Communities grant		\$1,500,000	\$1,500,000
8/16/2019	WSDOT/TIB grant (84% design \$\$ spent)	\$146,154	\$803,846	\$950,000
	General Fund			\$0
estimate	City of Anacortes Reet Fund		\$159,854	\$159,854
estimate	City Stormwater Fund		\$300,550	\$300,550
estimate	City ADA/Sidewalk Fund		\$370,350	\$370,350
estimate	Transportation Benefit District		\$373,500	\$373,500
	TOTAL PE AND CN	\$688,530	\$4,336,912	\$5,025,442
	city portion			
	** This budget was built in 2019.			



PROJECT NO: 19-005-TRN-001
 DESIGNED BY: MWM
 DRAWN BY: MWM
 REVIEWED BY: KDC
 DATE: 6/14/2023
 SCALE: AS SHOWN



COMMERCIAL AVE
 CORRIDOR PLAN PHASE 1
 19-005-TRN-001
 PG BOX 547
 804 8TH STREET
 ANACORTES, WA 98221

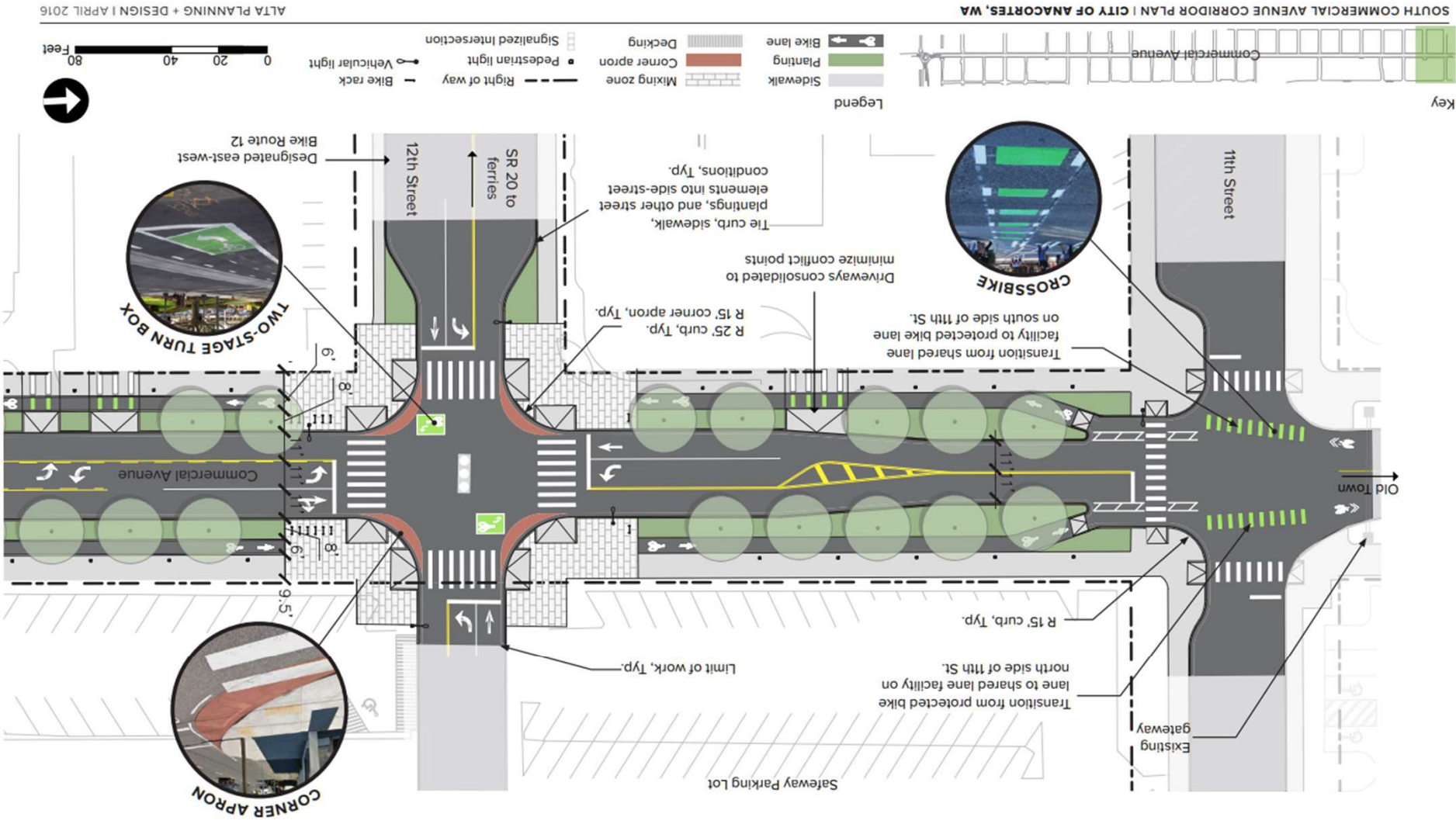
SHEET TITLE
 ANACORTES, WASHINGTON
 COMMERCIAL AVENUE, 11TH STREET TO 13TH STREET
 SIGNING & STRIPING PLAN

SHEET NO.
TS100

SHEET 8 OF 4

CONCEPT DESIGN

Preferred Alternative





City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.c.

Agenda Item Title: Contract Award: 2024 Waterline Replacements #24-010-WTR-001

Staff Contact(s): Andrew Rheume

<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 \$1,480,893.66 to C. Johnson Construction to perform the 2024 Waterline Replacements. The work provided for this project will include all materials, equipment, labor, and related items necessary to install approximately 7515 LF of 6" ductile iron water main, install new fire hydrants and reconnect to existing fire hydrants, make connections to the existing water system, renew/reconnect existing water services, HMA trench patching, and other work.

Background:

1. **History:** The City continues to make ongoing investments in its water system to maintain the integrity of the system and assure the delivery of safe drinking water to the public. This includes the replacement of aging distribution piping before it reaches the point of possible failure, improving available water pressure within areas, and creating redundancy within the water system. This project will replace old distribution piping on Kingsway in Skyline.
2. **Key Terms:**
 - Contract is for a fixed price of \$1,480,893.66.
 - All physical construction activities shall be completed within (180) calendars from the Notice to Proceed.
3. **Competitive Bidding:** On February 28, 2024 the City [solicited bids](#) for the subject project and on March 20, 2024 a bid opening was conducted and 10 bids were received. C. Johnson Construction was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$1,517,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	C. Johnson Construction Inc
Contract Amount	\$1,480,893.66
Earmarked Funds	\$1,543,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	180 calendar days from NTP

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-010-WTR-001 with C. Johnson Construction Inc. in the amount of \$1,480,893.66 to perform the 2024 Waterline Replacements.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Vincinty Maps
2. Bid Tabulation
3. 24-010-WTR-001



Skyline Division #6
2024 Waterline Replacements 24-010-WTR



2024 WATERLINE REPLACEMENTS
BID OPENING DATE: MARCH 20, 2024

				C. JOHNSON CONSTRUCTION		TRICO		RAW LAND CONSTRUCTION	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A									
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 30,430.00	\$ 30,430.00	\$ 99,382.00	\$ 99,382.00	\$ 110,000.00	\$ 110,000.00
3	1	LS	Temporary Traffic Control	\$ 736.00	\$ 736.00	\$ 19,075.00	\$ 19,075.00	\$ 12,500.00	\$ 12,500.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 3,350.00	\$ 3,350.00	\$ 15,325.00	\$ 15,325.00	\$ 8,000.00	\$ 8,000.00
5	1	LS	SPCC Plan	\$ 93.00	\$ 93.00	\$ 622.00	\$ 622.00	\$ 1.00	\$ 1.00
6	1	LS	Potholing Existing Underground Utilities	\$ 33,330.00	\$ 33,330.00	\$ 8,061.00	\$ 8,061.00	\$ 15,000.00	\$ 15,000.00
7	20	CY	Controlled Density Fill	\$ 174.00	\$ 3,480.00	\$ 143.00	\$ 2,860.00	\$ 125.00	\$ 2,500.00
8	200	TN	Asphalt Patching Material (Cold Mix)	\$ 223.00	\$ 44,600.00	\$ 228.00	\$ 45,600.00	\$ 177.00	\$ 35,400.00
9	1	LS	Customer Notification	\$ 324.00	\$ 324.00	\$ 622.00	\$ 622.00	\$ 1,000.00	\$ 1,000.00
			SCHEDULE A SUBTOTAL		\$ 141,343.00		\$ 216,547.00		\$ 209,401.00
SCHEDULE B									
10	9000	LF	Sawcutting Asphalt	\$ 0.60	\$ 5,400.00	\$ 2.50	\$ 22,500.00	\$ 1.65	\$ 14,850.00
11	25030	SF	Roadway Excavation W/Haul	\$ 0.60	\$ 15,018.00	\$ 0.40	\$ 10,012.00	\$ 0.40	\$ 10,012.00
12	3821	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 73.50	\$ 280,843.50	\$ 82.00	\$ 313,322.00	\$ 74.75	\$ 285,619.75
13	40	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 92.00	\$ 3,680.00	\$ 114.00	\$ 4,560.00	\$ 79.00	\$ 3,160.00
14	1	LS	Connection as Described - Water Note 2	\$ 3,560.00	\$ 3,560.00	\$ 1,503.00	\$ 1,503.00	\$ 4,075.00	\$ 4,075.00
15	1	LS	Reconnect Fire Hydrant as Described - Water Note 3	\$ 7,020.00	\$ 7,020.00	\$ 3,700.00	\$ 3,700.00	\$ 4,850.00	\$ 4,850.00
16	1	LS	Reconnect Fire Hydrant as Described - Water Note 5	\$ 7,020.00	\$ 7,020.00	\$ 3,914.00	\$ 3,914.00	\$ 4,900.00	\$ 4,900.00
17	1	LS	Reconnect Fire Hydrant as Described - Water Note 6	\$ 7,020.00	\$ 7,020.00	\$ 3,914.00	\$ 3,914.00	\$ 4,900.00	\$ 4,900.00
18	1	LS	Connection as Described - Water Note 7	\$ 6,800.00	\$ 6,800.00	\$ 4,395.00	\$ 4,395.00	\$ 4,550.00	\$ 4,550.00
19	1	LS	Connection as Described - Water Note 9	\$ 1,990.00	\$ 1,990.00	\$ 1,477.00	\$ 1,477.00	\$ 4,000.00	\$ 4,000.00
20	1	LS	Reconnect Fire Hydrant as Described - Water Note 10	\$ 7,020.00	\$ 7,020.00	\$ 3,914.00	\$ 3,914.00	\$ 4,900.00	\$ 4,900.00
21	1	LS	Reconnect Fire Hydrant as Described - Water Note 11	\$ 7,020.00	\$ 7,020.00	\$ 3,914.00	\$ 3,914.00	\$ 4,900.00	\$ 4,900.00
22	1	LS	Reconnect Fire Hydrant as Described - Water Note 13	\$ 6,670.00	\$ 6,670.00	\$ 3,914.00	\$ 3,914.00	\$ 4,900.00	\$ 4,900.00
23	1	LS	Connection as Described - Water Note 14	\$ 4,300.00	\$ 4,300.00	\$ 3,431.00	\$ 3,431.00	\$ 3,550.00	\$ 3,550.00
24	1	LS	Connection as Described - Water Note 16	\$ 5,840.00	\$ 5,840.00	\$ 4,530.00	\$ 4,530.00	\$ 4,600.00	\$ 4,600.00
25	1	LS	Connection as Described - Water Note 17	\$ 3,150.00	\$ 3,150.00	\$ 2,095.00	\$ 2,095.00	\$ 4,100.00	\$ 4,100.00
26	1	LS	Reconnect Fire Hydrant as Described - Water Note 18	\$ 11,470.00	\$ 11,470.00	\$ 7,558.00	\$ 7,558.00	\$ 8,200.00	\$ 8,200.00
27	1	LS	Connection as Described - Water Note 20	\$ 13,270.00	\$ 13,270.00	\$ 9,272.00	\$ 9,272.00	\$ 15,500.00	\$ 15,500.00
28	1	LS	Connection as Described - Water Note 21	\$ 3,280.00	\$ 3,280.00	\$ 2,603.00	\$ 2,603.00	\$ 1,000.00	\$ 1,000.00
29	1	LS	Connection as Described - Water Note 22	\$ 3,380.00	\$ 3,380.00	\$ 2,309.00	\$ 2,309.00	\$ 1,000.00	\$ 1,000.00
30	1	LS	Connection as Described - Water Note 24	\$ 8,960.00	\$ 8,960.00	\$ 6,167.00	\$ 6,167.00	\$ 8,250.00	\$ 8,250.00
31	1	LS	Connection as Described - Water Note 25	\$ 6,980.00	\$ 6,980.00	\$ 4,128.00	\$ 4,128.00	\$ 6,875.00	\$ 6,875.00
32	21	EA	Replace Existing Short Side Water Service Lines	\$ 1,170.00	\$ 24,570.00	\$ 1,063.00	\$ 22,323.00	\$ 1,525.00	\$ 32,025.00
33	28	EA	Replace Existing Long Side Water Service Lines	\$ 1,510.00	\$ 42,280.00	\$ 1,092.00	\$ 30,576.00	\$ 1,350.00	\$ 37,800.00
34	9	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,020.00	\$ 9,180.00	\$ 593.00	\$ 5,337.00	\$ 1,300.00	\$ 11,700.00
35	8	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,170.00	\$ 9,360.00	\$ 760.00	\$ 6,080.00	\$ 1,500.00	\$ 12,000.00
36	475	TN	(3-inches) HMA for Trench Patching CL.1/2-inch PG64-22	\$ 218.00	\$ 103,550.00	\$ 183.00	\$ 86,925.00	\$ 190.00	\$ 90,250.00
			SCHEDULE B SUBTOTAL		\$ 608,631.50		\$ 574,373.00		\$ 592,466.75

2024 WATERLINE REPLACEMENTS
 BID OPENING DATE: MARCH 20, 2024

				C. JOHNSON CONSTRUCTION		TRICO		RAW LAND CONSTRUCTION	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE C									
37	9000	LF	Sawcutting Asphalt	\$ 0.60	\$ 5,400.00	\$ 2.50	\$ 22,500.00	\$ 1.65	\$ 14,850.00
38	23050	SF	Roadway Excavation W/Haul	\$ 0.60	\$ 13,830.00	\$ 0.50	\$ 11,525.00	\$ 0.40	\$ 9,220.00
39	177	LF	Ductile Iron Pipe for Water Main 4 In. Diam	\$ 92.00	\$ 16,284.00	\$ 84.00	\$ 14,868.00	\$ 80.00	\$ 14,160.00
40	3694	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 75.50	\$ 278,897.00	\$ 82.00	\$ 302,908.00	\$ 74.75	\$ 276,126.50
41	1	LS	Connection as Described - Water Note 27	\$ 9,290.00	\$ 9,290.00	\$ 9,535.00	\$ 9,535.00	\$ 9,450.00	\$ 9,450.00
42	1	LS	Connection as Described - Water Note 28	\$ 5,470.00	\$ 5,470.00	\$ 3,675.00	\$ 3,675.00	\$ 4,485.00	\$ 4,485.00
43	1	LS	New Fire Hydrant as Described - Water Note 29	\$ 10,500.00	\$ 10,500.00	\$ 9,320.00	\$ 9,320.00	\$ 9,950.00	\$ 9,950.00
44	1	LS	Connection as Described - Water Note 30	\$ 5,070.00	\$ 5,070.00	\$ 3,378.00	\$ 3,378.00	\$ 4,485.00	\$ 4,485.00
45	1	LS	Connection as Described - Water Note 32	\$ 7,570.00	\$ 7,570.00	\$ 4,664.00	\$ 4,664.00	\$ 4,650.00	\$ 4,650.00
46	1	LS	Connection as Described - Water Note 33	\$ 6,060.00	\$ 6,060.00	\$ 3,595.00	\$ 3,595.00	\$ 4,485.00	\$ 4,485.00
47	1	LS	New Fire Hydrant as Described - Water Note 34	\$ 12,590.00	\$ 12,590.00	\$ 9,320.00	\$ 9,320.00	\$ 9,950.00	\$ 9,950.00
48	1	LS	Connection as Described - Water Note 36	\$ 8,900.00	\$ 8,900.00	\$ 6,140.00	\$ 6,140.00	\$ 8,000.00	\$ 8,000.00
49	1	LS	New Fire Hydrant as Described - Water Note 37	\$ 9,160.00	\$ 9,160.00	\$ 6,855.00	\$ 6,855.00	\$ 7,500.00	\$ 7,500.00
50	1	LS	Connection as Described - Water Note 38	\$ 6,680.00	\$ 6,680.00	\$ 4,530.00	\$ 4,530.00	\$ 4,650.00	\$ 4,650.00
51	1	LS	Connection as Described - Water Note 39	\$ 5,070.00	\$ 5,070.00	\$ 3,728.00	\$ 3,728.00	\$ 5,600.00	\$ 5,600.00
52	1	LS	New Fire Hydrant as Described - Water Note 41	\$ 9,160.00	\$ 9,160.00	\$ 6,855.00	\$ 6,855.00	\$ 7,450.00	\$ 7,450.00
53	1	LS	Connection as Described - Water Note 42	\$ 8,990.00	\$ 8,990.00	\$ 5,818.00	\$ 5,818.00	\$ 8,100.00	\$ 8,100.00
54	1	EA	6-inch Gate Valve - Water Note 43	\$ 2,060.00	\$ 2,060.00	\$ 1,465.00	\$ 1,465.00	\$ 1,700.00	\$ 1,700.00
55	1	LS	Connection as Described - Water Note 45	\$ 2,930.00	\$ 2,930.00	\$ 2,042.00	\$ 2,042.00	\$ 4,275.00	\$ 4,275.00
56	1	LS	New Fire Hydrant as Described - Water Note 47	\$ 9,160.00	\$ 9,160.00	\$ 6,855.00	\$ 6,855.00	\$ 7,500.00	\$ 7,500.00
57	1	LS	Connection as Described - Water Note 48	\$ 12,090.00	\$ 12,090.00	\$ 5,818.00	\$ 5,818.00	\$ 8,100.00	\$ 8,100.00
58	1	LS	Connection as Described - Water Note 50	\$ 7,870.00	\$ 7,870.00	\$ 5,361.00	\$ 5,361.00	\$ 7,650.00	\$ 7,650.00
59	1	LS	New Fire Hydrant as Described - Water Note 51	\$ 13,080.00	\$ 13,080.00	\$ 9,320.00	\$ 9,320.00	\$ 10,000.00	\$ 10,000.00
60	13	EA	Replace Existing Short Side Water Service Lines	\$ 1,170.00	\$ 15,210.00	\$ 1,313.00	\$ 17,069.00	\$ 1,525.00	\$ 19,825.00
61	18	EA	Replace Existing Long Side Water Service Lines	\$ 1,510.00	\$ 27,180.00	\$ 1,262.00	\$ 22,716.00	\$ 1,350.00	\$ 24,300.00
62	2	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,020.00	\$ 2,040.00	\$ 593.00	\$ 1,186.00	\$ 1,300.00	\$ 2,600.00
63	4	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,170.00	\$ 4,680.00	\$ 773.00	\$ 3,092.00	\$ 1,500.00	\$ 6,000.00
64	440	TN	(3-inches) HMA for Trench Patching CL 1/2-inch PG64-22	\$ 218.00	\$ 95,920.00	\$ 184.00	\$ 80,960.00	\$ 196.00	\$ 86,240.00
			SCHEDULE C SUBTOTAL		\$ 611,141.00		\$ 585,098.00		\$ 581,301.50
				SCHEDULE A	\$ 141,343.00		\$ 216,547.00		\$ 209,401.00
				SCHEDULE B	\$ 608,631.50		\$ 574,373.00		\$ 592,466.75
				SCHEDULE C	\$ 611,141.00		\$ 585,098.00		\$ 581,301.50
				SUBTOTAL	\$ 1,361,115.50	SUBTOTAL	\$ 1,376,018.00	SUBTOTAL	\$ 1,383,169.25
			Denotes Correction from Contractor's Bid Proposal Based Upon Unit Prices.	TAX	\$ 119,778.16	TAX	\$ 121,089.58	TAX	\$ 121,718.89
				TOTAL BID	\$ 1,480,893.66	TOTAL BID	\$ 1,497,107.58	TOTAL BID	\$ 1,504,888.14

2024 WATERLINE REPLACEMENTS
 BID OPENING DATE: MARCH 20, 2024

				SRV CONSTRUCTION		LARRY BROWN CONSTRUCTION		INTERWEST CONSTRUCTION		PREMIUM SERVICES	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A											
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 85,850.00	\$ 85,850.00	\$ 105,000.00	\$ 105,000.00	\$ 97,212.63	\$ 97,212.63	\$ 160,000.00	\$ 160,000.00
3	1	LS	Temporary Traffic Control	\$ 5,450.00	\$ 5,450.00	\$ 11,235.00	\$ 11,235.00	\$ 145,500.00	\$ 145,500.00	\$ 80,000.00	\$ 80,000.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 9,800.00	\$ 9,800.00	\$ 1,750.00	\$ 1,750.00	\$ 5,200.00	\$ 5,200.00	\$ 3,500.00	\$ 3,500.00
5	1	LS	SPCC Plan	\$ 250.00	\$ 250.00	\$ 335.00	\$ 335.00	\$ 890.00	\$ 890.00	\$ 1,000.00	\$ 1,000.00
6	1	LS	Potholing Existing Underground Utilities	\$ 8,750.00	\$ 8,750.00	\$ 7,075.00	\$ 7,075.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
7	20	CY	Controlled Density Fill	\$ 176.00	\$ 3,520.00	\$ 100.00	\$ 2,000.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
8	200	TN	Asphalt Patching Material (Cold Mix)	\$ 79.00	\$ 15,800.00	\$ 232.00	\$ 46,400.00	\$ 250.00	\$ 50,000.00	\$ 200.00	\$ 40,000.00
9	1	LS	Customer Notification	\$ 500.00	\$ 500.00	\$ 335.00	\$ 335.00	\$ 1,250.00	\$ 1,250.00	\$ 3,000.00	\$ 3,000.00
			SCHEDULE A SUBTOTAL		\$ 154,920.00		\$ 199,130.00		\$ 347,052.63		\$ 336,500.00
SCHEDULE B											
10	9000	LF	Sawcutting Asphalt	\$ 1.75	\$ 15,750.00	\$ 1.45	\$ 13,050.00	\$ 1.70	\$ 15,300.00	\$ 1.50	\$ 13,500.00
11	25030	SF	Roadway Excavation W/Haul	\$ 0.25	\$ 6,257.50	\$ 0.50	\$ 12,515.00	\$ 0.70	\$ 17,521.00	\$ 0.75	\$ 18,772.50
12	3821	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 74.00	\$ 282,754.00	\$ 77.80	\$ 297,273.80	\$ 75.00	\$ 286,575.00	\$ 80.00	\$ 305,680.00
13	40	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 103.00	\$ 4,120.00	\$ 99.75	\$ 3,990.00	\$ 96.00	\$ 3,840.00	\$ 90.00	\$ 3,600.00
14	1	LS	Connection as Described - Water Note 2	\$ 2,950.00	\$ 2,950.00	\$ 1,900.00	\$ 1,900.00	\$ 1,915.00	\$ 1,915.00	\$ 2,600.00	\$ 2,600.00
15	1	LS	Reconnect Fire Hydrant as Described - Water Note 3	\$ 5,000.00	\$ 5,000.00	\$ 5,600.00	\$ 5,600.00	\$ 4,650.00	\$ 4,650.00	\$ 4,500.00	\$ 4,500.00
16	1	LS	Reconnect Fire Hydrant as Described - Water Note 5	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00
17	1	LS	Reconnect Fire Hydrant as Described - Water Note 6	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00
18	1	LS	Connection as Described - Water Note 7	\$ 5,600.00	\$ 5,600.00	\$ 5,900.00	\$ 5,900.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
19	1	LS	Connection as Described - Water Note 9	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,215.00	\$ 1,215.00	\$ 2,000.00	\$ 2,000.00
20	1	LS	Reconnect Fire Hydrant as Described - Water Note 10	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00
21	1	LS	Reconnect Fire Hydrant as Described - Water Note 11	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00
22	1	LS	Reconnect Fire Hydrant as Described - Water Note 13	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00
23	1	LS	Connection as Described - Water Note 14	\$ 5,550.00	\$ 5,550.00	\$ 5,450.00	\$ 5,450.00	\$ 4,450.00	\$ 4,450.00	\$ 4,500.00	\$ 4,500.00
24	1	LS	Connection as Described - Water Note 16	\$ 5,550.00	\$ 5,550.00	\$ 6,250.00	\$ 6,250.00	\$ 5,650.00	\$ 5,650.00	\$ 5,000.00	\$ 5,000.00
25	1	LS	Connection as Described - Water Note 17	\$ 2,900.00	\$ 2,900.00	\$ 2,600.00	\$ 2,600.00	\$ 2,250.00	\$ 2,250.00	\$ 3,000.00	\$ 3,000.00
26	1	LS	Reconnect Fire Hydrant as Described - Water Note 18	\$ 10,300.00	\$ 10,300.00	\$ 10,300.00	\$ 10,300.00	\$ 9,270.00	\$ 9,270.00	\$ 9,000.00	\$ 9,000.00
27	1	LS	Connection as Described - Water Note 20	\$ 10,700.00	\$ 10,700.00	\$ 12,500.00	\$ 12,500.00	\$ 11,650.00	\$ 11,650.00	\$ 10,000.00	\$ 10,000.00
28	1	LS	Connection as Described - Water Note 21	\$ 4,250.00	\$ 4,250.00	\$ 3,250.00	\$ 3,250.00	\$ 2,360.00	\$ 2,360.00	\$ 3,000.00	\$ 3,000.00
29	1	LS	Connection as Described - Water Note 22	\$ 4,225.00	\$ 4,225.00	\$ 3,250.00	\$ 3,250.00	\$ 2,230.00	\$ 2,230.00	\$ 2,500.00	\$ 2,500.00
30	1	LS	Connection as Described - Water Note 24	\$ 8,250.00	\$ 8,250.00	\$ 9,000.00	\$ 9,000.00	\$ 8,950.00	\$ 8,950.00	\$ 7,000.00	\$ 7,000.00
31	1	LS	Connection as Described - Water Note 25	\$ 6,000.00	\$ 6,000.00	\$ 6,100.00	\$ 6,100.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
32	21	EA	Replace Existing Short Side Water Service Lines	\$ 2,200.00	\$ 46,200.00	\$ 1,800.00	\$ 37,800.00	\$ 1,100.00	\$ 23,100.00	\$ 2,000.00	\$ 42,000.00
33	28	EA	Replace Existing Long Side Water Service Lines	\$ 2,135.00	\$ 59,780.00	\$ 2,050.00	\$ 57,400.00	\$ 1,400.00	\$ 39,200.00	\$ 2,100.00	\$ 58,800.00
34	9	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,100.00	\$ 9,900.00	\$ 1,565.00	\$ 14,085.00	\$ 660.00	\$ 5,940.00	\$ 1,400.00	\$ 12,600.00
35	8	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,125.00	\$ 9,000.00	\$ 1,775.00	\$ 14,200.00	\$ 835.00	\$ 6,680.00	\$ 1,800.00	\$ 14,400.00
36	475	TN	(3-inches) HMA for Trench Patching CL 1/2-inch PG64-22	\$ 232.00	\$ 110,200.00	\$ 203.80	\$ 96,805.00	\$ 200.00	\$ 95,000.00	\$ 190.00	\$ 90,250.00
			SCHEDULE B SUBTOTAL		\$ 643,036.50		\$ 649,718.80		\$ 584,746.00		\$ 649,702.50

2024 WATERLINE REPLACEMENTS
 BID OPENING DATE: MARCH 20, 2024

				SRV CONSTRUCTION		LARRY BROWN CONSTRUCTION		INTERWEST CONSTRUCTION		PREMIUM SERVICES	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE C											
37	9000	LF	Sawcutting Asphalt	\$ 1.75	\$ 15,750.00	\$ 1.45	\$ 13,050.00	\$ 1.70	\$ 15,300.00	\$ 1.50	\$ 13,500.00
38	23050	SF	Roadway Excavation W/Haul	\$ 0.25	\$ 5,762.50	\$ 0.48	\$ 11,064.00	\$ 0.70	\$ 16,135.00	\$ 0.75	\$ 17,287.50
39	177	LF	Ductile Iron Pipe for Water Main 4 In. Diam	\$ 80.00	\$ 14,160.00	\$ 103.65	\$ 18,346.05	\$ 94.00	\$ 16,638.00	\$ 80.00	\$ 14,160.00
40	3694	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 76.00	\$ 280,744.00	\$ 79.05	\$ 292,010.70	\$ 76.00	\$ 280,744.00	\$ 80.00	\$ 295,520.00
41	1	LS	Connection as Described - Water Note 27	\$ 8,025.00	\$ 8,025.00	\$ 8,900.00	\$ 8,900.00	\$ 9,500.00	\$ 9,500.00	\$ 8,000.00	\$ 8,000.00
42	1	LS	Connection as Described - Water Note 28	\$ 5,225.00	\$ 5,225.00	\$ 4,700.00	\$ 4,700.00	\$ 4,880.00	\$ 4,880.00	\$ 5,000.00	\$ 5,000.00
43	1	LS	New Fire Hydrant as Described - Water Note 29	\$ 11,825.00	\$ 11,825.00	\$ 11,300.00	\$ 11,300.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
44	1	LS	Connection as Described - Water Note 30	\$ 5,225.00	\$ 5,225.00	\$ 4,600.00	\$ 4,600.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
45	1	LS	Connection as Described - Water Note 32	\$ 5,000.00	\$ 5,000.00	\$ 5,900.00	\$ 5,900.00	\$ 5,650.00	\$ 5,650.00	\$ 5,000.00	\$ 5,000.00
46	1	LS	Connection as Described - Water Note 33	\$ 5,225.00	\$ 5,225.00	\$ 4,600.00	\$ 4,600.00	\$ 4,875.00	\$ 4,875.00	\$ 4,000.00	\$ 4,000.00
47	1	LS	New Fire Hydrant as Described - Water Note 34	\$ 11,200.00	\$ 11,200.00	\$ 10,700.00	\$ 10,700.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
48	1	LS	Connection as Described - Water Note 36	\$ 7,900.00	\$ 7,900.00	\$ 7,300.00	\$ 7,300.00	\$ 7,600.00	\$ 7,600.00	\$ 7,000.00	\$ 7,000.00
49	1	LS	New Fire Hydrant as Described - Water Note 37	\$ 9,000.00	\$ 9,000.00	\$ 8,600.00	\$ 8,600.00	\$ 7,670.00	\$ 7,670.00	\$ 7,000.00	\$ 7,000.00
50	1	LS	Connection as Described - Water Note 38	\$ 5,000.00	\$ 5,000.00	\$ 5,900.00	\$ 5,900.00	\$ 5,650.00	\$ 5,650.00	\$ 5,000.00	\$ 5,000.00
51	1	LS	Connection as Described - Water Note 39	\$ 5,000.00	\$ 5,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,875.00	\$ 4,875.00	\$ 4,000.00	\$ 4,000.00
52	1	LS	New Fire Hydrant as Described - Water Note 41	\$ 7,925.00	\$ 7,925.00	\$ 7,900.00	\$ 7,900.00	\$ 7,450.00	\$ 7,450.00	\$ 7,000.00	\$ 7,000.00
53	1	LS	Connection as Described - Water Note 42	\$ 7,750.00	\$ 7,750.00	\$ 7,500.00	\$ 7,500.00	\$ 7,670.00	\$ 7,670.00	\$ 7,000.00	\$ 7,000.00
54	1	EA	6-inch Gate Valve - Water Note 43	\$ 2,000.00	\$ 2,000.00	\$ 1,950.00	\$ 1,950.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
55	1	LS	Connection as Described - Water Note 45	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,450.00	\$ 1,450.00	\$ 4,000.00	\$ 4,000.00
56	1	LS	New Fire Hydrant as Described - Water Note 47	\$ 7,925.00	\$ 7,925.00	\$ 8,300.00	\$ 8,300.00	\$ 7,250.00	\$ 7,250.00	\$ 7,000.00	\$ 7,000.00
57	1	LS	Connection as Described - Water Note 48	\$ 7,750.00	\$ 7,750.00	\$ 7,400.00	\$ 7,400.00	\$ 7,670.00	\$ 7,670.00	\$ 7,000.00	\$ 7,000.00
58	1	LS	Connection as Described - Water Note 50	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
59	1	LS	New Fire Hydrant as Described - Water Note 51	\$ 10,700.00	\$ 10,700.00	\$ 10,700.00	\$ 10,700.00	\$ 10,250.00	\$ 10,250.00	\$ 10,000.00	\$ 10,000.00
60	13	EA	Replace Existing Short Side Water Service Lines	\$ 1,835.00	\$ 23,855.00	\$ 1,970.00	\$ 25,610.00	\$ 1,200.00	\$ 15,600.00	\$ 2,000.00	\$ 26,000.00
61	18	EA	Replace Existing Long Side Water Service Lines	\$ 1,740.00	\$ 31,320.00	\$ 2,320.00	\$ 41,760.00	\$ 1,450.00	\$ 26,100.00	\$ 2,100.00	\$ 37,800.00
62	2	EA	Reconnect Existing Short Side Water Service Lines	\$ 2,500.00	\$ 5,000.00	\$ 1,550.00	\$ 3,100.00	\$ 660.00	\$ 1,320.00	\$ 1,400.00	\$ 2,800.00
63	4	EA	Reconnect Existing Long Side Water Service Lines	\$ 2,125.00	\$ 8,500.00	\$ 1,770.00	\$ 7,080.00	\$ 860.00	\$ 3,440.00	\$ 1,800.00	\$ 7,200.00
64	440	TN	(3-inches) HMA for Trench Patching CL. 1/2-inch PG64-22	\$ 232.00	\$ 102,080.00	\$ 204.60	\$ 90,024.00	\$ 200.00	\$ 88,000.00	\$ 190.00	\$ 83,600.00
			SCHEDULE C SUBTOTAL		\$ 619,846.50		\$ 631,894.75		\$ 588,717.00		\$ 616,867.50
					\$ 154,920.00		\$ 199,130.00		\$ 347,052.63		\$ 336,500.00
					\$ 643,036.50		\$ 649,718.80		\$ 584,746.00		\$ 649,702.50
					\$ 619,846.50		\$ 631,894.75		\$ 588,717.00		\$ 616,867.50
				SUBTOTAL	\$ 1,417,803.00	SUBTOTAL	\$ 1,480,743.55	SUBTOTAL	\$ 1,520,515.63	SUBTOTAL	\$ 1,603,070.00
			Denotes Correction from Contractor's Bid Proposal Based Upon Unit Prices.	TAX	\$ 124,766.66	TAX	\$ 130,305.43	TAX	\$ 133,805.38	TAX	\$ 141,070.16
				TOTAL BID	\$ 1,542,569.66	TOTAL BID	\$ 1,611,048.98	TOTAL BID	\$ 1,654,321.01	TOTAL BID	\$ 1,744,140.16

2024 WATERLINE REPLACEMENTS
BID OPENING DATE: MARCH 20, 2024

						D & G BACKHOE		COLACURCIO BROTHERS		INDEPTH EXCAVATION	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A											
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 120,670.00	\$ 120,670.00	\$ 180,000.00	\$ 180,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
3	1	LS	Temporary Traffic Control	\$ 66,000.00	\$ 66,000.00	\$ 145,000.00	\$ 145,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
5	1	LS	SPCC Plan	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
6	1	LS	Potholing Existing Underground Utilities	\$ 18,555.00	\$ 18,555.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
7	20	CY	Controlled Density Fill	\$ 120.00	\$ 2,400.00	\$ 210.00	\$ 4,200.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00
8	200	TN	Asphalt Patching Material (Cold Mix)	\$ 135.00	\$ 27,000.00	\$ 210.00	\$ 42,000.00	\$ 220.00	\$ 44,000.00	\$ 220.00	\$ 44,000.00
9	1	LS	Customer Notification	\$ 7,200.00	\$ 7,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
			SCHEDULE A SUBTOTAL		\$ 273,325.00		\$ 469,200.00		\$ 304,000.00		\$ 304,000.00
SCHEDULE B											
10	9000	LF	Sawcutting Asphalt	\$ 3.00	\$ 27,000.00	\$ 2.60	\$ 23,400.00	\$ 6.00	\$ 54,000.00	\$ 6.00	\$ 54,000.00
11	25030	SF	Roadway Excavation W/Haul	\$ 0.50	\$ 12,515.00	\$ 1.00	\$ 25,030.00	\$ 2.00	\$ 50,060.00	\$ 2.00	\$ 50,060.00
12	3821	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 82.39	\$ 314,812.19	\$ 80.00	\$ 305,680.00	\$ 100.00	\$ 382,100.00	\$ 100.00	\$ 382,100.00
13	40	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 97.00	\$ 3,880.00	\$ 142.00	\$ 5,680.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00
14	1	LS	Connection as Described - Water Note 2	\$ 3,580.00	\$ 3,580.00	\$ 4,000.00	\$ 4,000.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
15	1	LS	Reconnect Fire Hydrant as Described - Water Note 3	\$ 5,020.00	\$ 5,020.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
16	1	LS	Reconnect Fire Hydrant as Described - Water Note 5	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
17	1	LS	Reconnect Fire Hydrant as Described - Water Note 6	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
18	1	LS	Connection as Described - Water Note 7	\$ 6,010.00	\$ 6,010.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
19	1	LS	Connection as Described - Water Note 9	\$ 3,580.00	\$ 3,580.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
20	1	LS	Reconnect Fire Hydrant as Described - Water Note 10	\$ 5,020.00	\$ 5,020.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
21	1	LS	Reconnect Fire Hydrant as Described - Water Note 11	\$ 5,020.00	\$ 5,020.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
22	1	LS	Reconnect Fire Hydrant as Described - Water Note 13	\$ 5,020.00	\$ 5,020.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
23	1	LS	Connection as Described - Water Note 14	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
24	1	LS	Connection as Described - Water Note 16	\$ 4,480.00	\$ 4,480.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
25	1	LS	Connection as Described - Water Note 17	\$ 3,580.00	\$ 3,580.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
26	1	LS	Reconnect Fire Hydrant as Described - Water Note 18	\$ 9,930.00	\$ 9,930.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
27	1	LS	Connection as Described - Water Note 20	\$ 9,460.00	\$ 9,460.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
28	1	LS	Connection as Described - Water Note 21	\$ 4,044.00	\$ 4,044.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
29	1	LS	Connection as Described - Water Note 22	\$ 4,044.00	\$ 4,044.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
30	1	LS	Connection as Described - Water Note 24	\$ 7,792.00	\$ 7,792.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
31	1	LS	Connection as Described - Water Note 25	\$ 7,792.00	\$ 7,792.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
32	21	EA	Replace Existing Short Side Water Service Lines	\$ 1,600.00	\$ 33,600.00	\$ 2,500.00	\$ 52,500.00	\$ 1,250.00	\$ 26,250.00	\$ 1,250.00	\$ 26,250.00
33	28	EA	Replace Existing Long Side Water Service Lines	\$ 1,925.50	\$ 53,914.00	\$ 2,700.00	\$ 75,600.00	\$ 1,400.00	\$ 39,200.00	\$ 1,400.00	\$ 39,200.00
34	9	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,180.00	\$ 10,620.00	\$ 2,000.00	\$ 18,000.00	\$ 1,100.00	\$ 9,900.00	\$ 1,100.00	\$ 9,900.00
35	8	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,200.00	\$ 9,600.00	\$ 1,500.00	\$ 12,000.00	\$ 1,250.00	\$ 10,000.00	\$ 1,250.00	\$ 10,000.00
36	475	TN	(3-inches) HMA for Trench Patching CL. 1/2-inch PG64-22	\$ 275.00	\$ 130,625.00	\$ 220.00	\$ 104,500.00	\$ 230.00	\$ 109,250.00	\$ 230.00	\$ 109,250.00
			SCHEDULE B SUBTOTAL		\$ 694,738.19		\$ 720,890.00		\$ 805,960.00		\$ 805,960.00

2024 WATERLINE REPLACEMENTS
BID OPENING DATE: MARCH 20, 2024

				D & G BACKHOE		COLACURCIO BROTHERS		INDEPTH EXCAVATION	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE C									
37	9000	LF	Sawcutting Asphalt	\$ 3.00	\$ 27,000.00	\$ 2.60	\$ 23,400.00	\$ 6.00	\$ 54,000.00
38	23050	SF	Roadway Excavation W/Haul	\$ 0.50	\$ 11,525.00	\$ 1.00	\$ 23,050.00	\$ 2.00	\$ 46,100.00
39	177	LF	Ductile Iron Pipe for Water Main 4 In. Diam	\$ 105.00	\$ 18,585.00	\$ 97.00	\$ 17,169.00	\$ 95.00	\$ 16,815.00
40	3694	LF	Ductile Iron Pipe for Water Main 6 In. Diam	\$ 90.96	\$ 336,006.24	\$ 80.00	\$ 295,520.00	\$ 100.00	\$ 369,400.00
41	1	LS	Connection as Described - Water Note 27	\$ 9,958.00	\$ 9,958.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00
42	1	LS	Connection as Described - Water Note 28	\$ 5,010.00	\$ 5,010.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
43	1	LS	New Fire Hydrant as Described - Water Note 29	\$ 10,408.00	\$ 10,408.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
44	1	LS	Connection as Described - Water Note 30	\$ 5,023.00	\$ 5,023.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
45	1	LS	Connection as Described - Water Note 32	\$ 4,478.00	\$ 4,478.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
46	1	LS	Connection as Described - Water Note 33	\$ 5,010.00	\$ 5,010.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
47	1	LS	New Fire Hydrant as Described - Water Note 34	\$ 10,408.00	\$ 10,408.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00
48	1	LS	Connection as Described - Water Note 36	\$ 7,833.00	\$ 7,833.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
49	1	LS	New Fire Hydrant as Described - Water Note 37	\$ 8,376.00	\$ 8,376.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
50	1	LS	Connection as Described - Water Note 38	\$ 4,478.00	\$ 4,478.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
51	1	LS	Connection as Described - Water Note 39	\$ 5,010.00	\$ 5,010.00	\$ 7,000.00	\$ 7,000.00	\$ 8,500.00	\$ 8,500.00
52	1	LS	New Fire Hydrant as Described - Water Note 41	\$ 7,600.00	\$ 7,600.00	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00
53	1	LS	Connection as Described - Water Note 42	\$ 7,923.00	\$ 7,923.00	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00
54	1	EA	6-inch Gate Valve - Water Note 43	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00
55	1	LS	Connection as Described - Water Note 45	\$ 3,414.00	\$ 3,414.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00
56	1	LS	New Fire Hydrant as Described - Water Note 47	\$ 7,658.00	\$ 7,658.00	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00
57	1	LS	Connection as Described - Water Note 48	\$ 7,923.00	\$ 7,923.00	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00
58	1	LS	Connection as Described - Water Note 50	\$ 7,671.00	\$ 7,671.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00
59	1	LS	New Fire Hydrant as Described - Water Note 51	\$ 10,498.00	\$ 10,498.00	\$ 11,000.00	\$ 11,000.00	\$ 11,500.00	\$ 11,500.00
60	13	EA	Replace Existing Short Side Water Service Lines	\$ 2,240.00	\$ 29,120.00	\$ 2,500.00	\$ 32,500.00	\$ 1,200.00	\$ 15,600.00
61	18	EA	Replace Existing Long Side Water Service Lines	\$ 2,300.00	\$ 41,400.00	\$ 2,700.00	\$ 48,600.00	\$ 1,300.00	\$ 23,400.00
62	2	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,180.00	\$ 2,360.00	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00
63	4	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,200.00	\$ 4,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,000.00	\$ 4,000.00
64	440	TN	(3-inches) HMA for Trench Patching CL. 1/2-inch PG64-22	\$ 275.00	\$ 121,000.00	\$ 220.00	\$ 96,800.00	\$ 230.00	\$ 101,200.00
			SCHEDULE C SUBTOTAL		\$ 721,875.24		\$ 686,539.00		\$ 797,615.00
					\$ 273,325.00		\$ 469,200.00		\$ 304,000.00
					\$ 694,738.19		\$ 720,890.00		\$ 805,960.00
					\$ 721,875.24		\$ 686,539.00		\$ 797,615.00
				SUBTOTAL	\$ 1,689,938.43	SUBTOTAL	\$ 1,876,629.00	SUBTOTAL	\$ 1,907,575.00
			Denotes Correction from Contractor's Bid Proposal Based Upon Unit Prices.	TAX	\$ 148,714.58	TAX	\$ 165,143.35	TAX	\$ 167,866.60
				TOTAL BID	\$ 1,838,653.01	TOTAL BID	\$ 2,041,772.35	TOTAL BID	\$ 2,075,441.60



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and C Johnson Construction, Inc., a private contractor at PO Box 1467, Oak Harbor, WA 98277 (herein after referred to as "Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the 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 **2024 Waterline Replacements**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. PW-24-010-WTR-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the 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 Million Four Hundred Eighty Thousand Eight Hundred Ninety-Three Dollars and Sixty-Six Cents (\$1,480,893.66)**. 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, all physical construction activities shall be completed **One Hundred Eighty (180) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- 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 form 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:

C Johnson Construction, Inc.

Title

Date

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

Attention:

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 required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within One Hundred Eighty (180) calendar days**, and (b) achieve **Contract Completion within Two Hundred Ten (210) calendar days** after the date of 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:

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

**2024 WATERLINE REPLACEMENTS
ATTACHMENT C - BID PROPOSAL
24-010-WTR-001
PAGE 2 OF 10**

The work provided for this project will include all materials, equipment, labor, and related items necessary to install approximately 7515 LF of 6" ductile iron water main, install new fire hydrants and reconnect to existing fire hydrants, make connections to the existing water system, renew/reconnect existing water services, HMA trench patching, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**SCHEDULE A
2024 WATERLINE REPLACEMENTS
24-010-WTR-001**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$25,000.00 Allowance	\$25,000.00
2	1	LS	MOBILIZATION 1-07.15(1)	At \$ 30,430.00 Per Lump Sum	\$ 30,430.00
3	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 736.00 Per Lump Sum	\$ 736.00
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ 3,350.00 Per Lump Sum	\$ 3,350.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 93.00 Per Lump Sum	\$ 93.00
6	1	LS	POTHOLE EXISTING UNDERGROUND UTILITIES 8-30.5	At \$ 33,330.00 Lump Sum	\$ 33,330.00
7	20	CY	CONTROLLED DENSITY BACKFILL 2-09.5	At \$ 174.00 Per Cubic Yard	\$ 3,480.00
8	200	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ 223.00 Per Ton	\$ 44,600.00
9	1	LS	CUSTOMER NOTIFICATION	At \$ 324.00 Per Lump Sum	\$ 324.0
SUBTOTAL					\$ 141,343.00

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

SCHEDULE B – ISLAND VIEW
2024 WATERLINE REPLACEMENTS
24-010-WTR-001

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
10	9000	LF	SAWCUTTING ASPHALT 2-02.5	At \$.60 Per Linear Foot	\$ 5,400.00
11	25030	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$.60 Per Square Foot	\$ 15,018.00
12	3821	LF	DUCTILE IRON PIPE CL 50 6 IN. DIAM. 7-09.5	At \$ 73.50 Per Linear Foot	\$ 280,843.50
13	40	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ 92.00 Per Linear Foot	\$ 3,680.00
14	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 2	At \$ 3,560.00 Per Lump Sum	\$ 3,560.00
15	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 3	At \$ 7,020.00 Per Lump Sum	\$ 7,020.00
16	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 5	At \$ 7,020.00 Per Lump Sum	\$ 7,020.00
17	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 6	At \$ 7,020.00 Per Lump Sum	\$ 7,020.00
18	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 7	At \$ 6,800.00 Per Lump Sum	\$ 6,800.00
19	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 9	At \$ 1,990.00 Per Lump Sum	\$ 1,990.00

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WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

SCHEDULE B – ISLAND VIEW
2024 WATERLINE REPLACEMENTS
24-010-WTR-001
(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
20	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 10	At \$ 7,020.00 Per Lump Sum	\$ 7,020.00
21	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 11	At \$ 7,020.00 Per Lump Sum	\$ 7,020.00
22	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 13	At \$ 6,670.00 Per Lump Sum	\$ 6,670.00
23	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 14	At \$ 4,300.00 Per Lump Sum	\$ 4,300.00
24	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 16	At \$ 5,840.00 Per Lump Sum	\$ 5,840.00
25	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 17	At \$ 3,150.00 Per Lump Sum	\$ 3,150.00
26	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 18	At \$ 11,470.00 Per Lump Sum	\$ 11,470.00
27	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 20	At \$ 13,270.00 Per Lump Sum	\$ 13,270.00
28	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 21	At \$ 3,280.00 Per Lump Sum	\$ 3,280.00
29	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 22	At \$ 3,380.00 Per Lump Sum	\$ 3,380.00

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WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

SCHEDULE B – ISLAND VIEW
2024 WATERLINE REPLACEMENTS
24-010-WTR-001
(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
30	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 24	At \$ 8,960.00 Per Lump Sum	\$ 8,960.00
31	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 25	At \$ 6,980.00 Per Lump Sum	\$ 6,980.00
32	21	EA	REPLACE EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 1,170.00 Per Each	\$ 24,570.00
33	28	EA	REPLACE EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,510.00 Per Each	\$ 42,280.00
34	9	EA	RECONNECT EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 1,020.00 Per Each	\$ 9,180.00
35	8	EA	RECONNECT EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,170.00 Per Each	\$ 9,360.00
36	475	TN	HMA FOR TRENCH PATCHING CL. ½ INCH PG 64-22 (3-INCH DEPTH) 5-04.5	At \$ 218.00 Per Ton	\$ 103,550.00
				SUBTOTAL	\$ 608,631.50

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

**2024 WATERLINE REPLACEMENTS
ATTACHMENT C - BID PROPOSAL
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PAGE 6 OF 10**

**SCHEDULE C – SKYLINE DIVISION 6
2024 WATERLINE REPLACEMENTS
24-010-WTR-001**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
37	9000	LF	SAWCUTTING ASPHALT 2-02.5	At \$.60 Per Linear Foot	\$ 5,400.00
38	23050	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$.60 Per Square Foot	\$ 13,830.00
39	177	LF	DUCTILE IRON PIPE CL 50 4 IN. DIAM. 7-09.5	At \$ 92.00 Per Linear Foot	\$ 16,284.00
40	3694	LF	DUCTILE IRON PIPE CL 50 6 IN. DIAM. 7-09.5	At \$ 75.50 Per Linear Foot	\$ 278,897.00
41	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 27	At \$ 9,290.00 Per Lump Sum	\$ 9,290.00
42	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 28	At \$ 5,470.00 Per Lump Sum	\$ 5,470.00
43	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 29	At \$ 10,500.00 Per Lump Sum	\$ 10,500.00
44	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 30	At \$ 5,070.00 Per Lump Sum	\$ 5,070.00
45	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 32	At \$ 7,570.00 Per Lump Sum	\$ 7,570.00
46	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 33	At \$ 6,060.00 Per Lump Sum	\$ 6,060.00

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 Seal

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BID SCHEDULE C – SKYLINE DIVISION 6
2024 WATERLINE REPLACEMENTS
24-010-WTR-001
(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
47	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 34	At \$ 12,590.00 Per Lump Sum	\$ 12,590.00
48	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 36	At \$ 8,900.00 Per Lump Sum	\$ 8,900.00
49	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 37	At \$ 9,160.00 Per Lump Sum	\$ 9,160.00
50	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 38	At \$ 6,680.00 Per Lump Sum	\$ 6,680.00
51	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 39	At \$ 5,070.00 Per Lump Sum	\$ 5,070.00
52	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 41	At \$ 9,160.00 Per Lump Sum	\$ 9,160.00
53	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 42	At \$ 8,990.00 Per Lump Sum	\$ 8,990.00
54	1	EA	6-INCH GATE VALVE WATER NOTE NO. 43	At \$ 2,060.00 Per Lump Sum	\$ 2,060.00
55	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 45	At \$ 2,930.00 Per Lump Sum	\$ 2,930.00

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

BID SCHEDULE C – SKYLINE DIVISION 6
2024 WATERLINE REPLACEMENTS
24-010-WTR-001
(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
56	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 47	At \$ 9,160.00 Per Lump Sum	\$ 9,160.00
57	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 48	At \$ 12,090.00 Per Lump Sum	\$ 12,090.00
58	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 50	At \$ 7,870.00 Per Lump Sum	\$ 7,870.00
59	1	LS	NEW FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 51	At \$ 13,080.00 Per Lump Sum	\$ 13,080.00
60	13	EA	REPLACE EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 1,170.00 Per Each	\$ 15,210.00
61	18	EA	REPLACE EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,510.00 Per Each	\$ 27,180.00
62	2	EA	RECONNECT EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 1,020.00 Per Each	\$ 2,040.00
53	4	EA	RECONNECT EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,170.00 Per Each	\$ 4,680.00
64	440	TN	HMA FOR TRENCH PATCHING CL. ½ INCH PG 64-22 (3-INCH DEPTH) 6-04.5	At \$ 218.00 Per Ton	\$ 95,920.00
SUBTOTAL					\$ 611,141.00

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

BID TOTALS FOR ALL SCHEDULES

SCHEDULE	DESCRIPTION	ITEM NO.	TOTALS	TOTAL BID AMOUNT
A	SCHEDULE A	1-9	\$ 141,343.00	141,343.00
B	SCHEDULE B – ISLAND VIEW	10-36	\$ 608,631.50	608,631.50
C	SCHEDULE C – SKYLINE DIVISION 6	37-64	\$ 611,141.00	611,141.00
			SUBTOTAL	\$ 1,361,115.50
			SALES TAX (8.8%)	\$ 119,778.16
			TOTAL BID	\$ 1,480,893.66

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial CS

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.

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: C Johnson Construction, Inc.

Contact Name: Corey Johnson

Mailing Address: PO Box 1467

City, State, Zip: Oak Harbor, WA 98277

Business Telephone: (360) 675-4848 Cell Phone: _____

Email Address: corey@cjcinc.com

Contractor's State License No: CJOHNCI954RB

UBI Number: 602-558-749

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

(Corporate Seal) _____

03/13/24 _____

Date _____

C Johnson Construction, Inc. President

Name of Bidder _____ Title _____



Signature of Bidder _____

Corey Johnson

Print Name _____

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



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.d.

Agenda Item Title: Contract Award: Solid Waste Consulting Services #24-114-SAN-001

Staff Contact(s): Andrew Rheaume

<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 \$16,000 to Hans Van Dusen to provide solid waste consulting services for the selection of the City's next residential recycling and organics hauler contract. Under this agreement Hans Van Dusen will review the current contract between Waste Management and the City, review market prices for solid waste services, review options for current and future services, document the City's desired future contract terms, negotiate with Waste Management on new terms, and draft a new contract or amendment with Waste Management if favorable to the City. If terms are not to the City's satisfaction, this contract will be amended to perform a Request for Proposals from haulers, selection process, and develop a contract with the new hauler.

Background:

1. History: City of Anacortes entered a contract with Waste Management for residential recycling and organics collection on July 1, 215. The current Waste Management contract will expire on May 30, 2025.

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$16,000.
- The period of performance is from contract inception through May 31, 2025.

3. Competitive Bidding: This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Hans Van Dusen
------------	----------------

Contract Amount	\$16,000
Earmarked Funds	\$0
BARS #	450.780.537.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	5/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #24-114-SAN-001 with Hans Van Dusen in the amount of \$16,000 to perform the Solid Waste Consulting Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-114-SAN-001



AGREEMENT #24-114-SAN-001

Between THE CITY OF ANACORTES AND HANS VAN DUSEN

SOLID WASTE CONSULTING SERVICES

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Hans Van Dusen, 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 review the City's current residential recycling and organics collection service contract and, if directed by the Project Manager, conduct negotiations on behalf of the City. Tasks may include, but are not limited to, the following:

A. Service & Contract Review

- a. Review current contract, fees, and services.
- b. Review regional providers, prices, market interest.
- c. Review options for current and future services.
- d. Confirm near and long-term contracting plans.

B. Negotiations

- a. Review current language and similar contracts.
- b. Draft and final outline for City terms.
- c. Negotiate with hauler for new terms.
- d. Draft and final contract or amendment.
- e. Briefing documents for city council

All work shall be performed under the direction of Andrew Rheume, 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 **Sixteen Thousand Dollars (\$16,000.00)**. The Consultant's billable hourly rate for services shall be \$229.00 per hour.

3. **Period of Performance.** The period of performance under this Agreement is from inception through March 31, 2025.

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. 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.

2. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

E. Other Insurance Provision: The Consultant's Commercial General Liability insurance policy is to contain, or be endorsed to contain, that it 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. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

CONSULTANT:
Hans Van Dusen
10221 SW Cemetery Rd
Vashon, WA 98070
hvpandusen@gmail.com

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

31. **Survival of Agreement Termination**. The articles relating to Indemnification / Hold Harmless, 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.

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

HANS VAN DUSEN

By _____

By _____

Date _____

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).



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.e.

Agenda Item Title: Resolution 3153: Lodging Tax Funding use for Phase 2 Rotary Park Cap Sante Viewpoint project

Staff Contact(s): John Coleman, JONN LUNSFORD, Stephanie Snyder

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

GREG FRANCIOCH

Resolution

John Coleman

STEVE HOGLUND

DARCY SWETNAM

Item Summary: The City Parks Department, in partnership with the Anacortes Rotary Foundation, will be starting phase 2 of the Cap Sante Park capital improvement, installing a new viewpoint platform on the east side of the Cap Sante summit. This will make the summit accessible to all by creating ADA-compliant parking and access. The attached resolution will authorize up to \$75,000 in lodging tax funds to be used for partial funding for the construction of the Cap Sante Overlook as proposed by the Rotary Club.

Budget Impact:

The majority of funding is provided by the fundraising efforts of the Anacortes Rotary of approximately \$400,000. To complete the project, further funding is required. A timely application was submitted to request 2024 Lodging Tax Funding to be able to complete this project. The Lodging Tax Advisory Committee recommended \$75,000 to be granted for this project. The original amount requested on the application for funding was \$91,900.

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3153 Cap Sante Viewpoint Funding

RESOLUTION 3153

A RESOLUTION AUTHORIZING DISTRIBUTION OF TOURISM PROMOTION FUNDS TO THE CITY OF ANACORTES PARKS DEPARTMENT FOR THE CONSTRUCTION AND INSTALLATION OF ANACORTES ROTARY VIEW POINT AT CAP SANTE

WHEREAS, the below listed organizations have been selected by the City to undertake projects designed to advertise, publicize, or distribute information or undertake other activities specifically authorized by RCW 67.28.180 for the purpose of attracting visitors to the City of Anacortes; and

Whereas, the City of Anacortes wishes to provide certain monies to these organizations, which monies have been collected or will be collected as part of the Motel/Hotel Tax; and

WHEREAS, the City of Anacortes Lodging Tax Advisory Committee recommends approval of the funding for project application.

NOW, THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL to authorize the distribution of tourism promotion funds to the following organization at the award amount listed below, as the official act and deed of the City of Anacortes:

	Project	Contracting Agency	Capital Requests	Award Amount
1	Anacortes Rotary Viewpoint at Cap Sante	COA Parks	\$91,900	\$75,000
	Total		\$91,900	\$75,000

PASSED AND APPROVED by the City Council this 1st day of April 2024.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, WSBA# 40530
City Attorney



City Council Agenda Bill

Meeting Date: April 1,
2024

Agenda Item: 6.f.

Agenda Item Title: Interlocal Agreement with WA Dept. of Commerce for Climate Planning Grant #24-120-PLN-001

Staff Contact(s): LIBBY GRAGE

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

Item Summary: City staff request Council acceptance of and authorization for the Mayor to sign the 2023-2025 Climate Planning Grant agreement with the WA State Department of Commerce. The City is receiving a \$500,000 Climate Planning Grant from the WA State Department of Commerce to support adoption of comprehensive plan policy and development regulation amendments to implement House Bill 1181 (2023).

The City of Anacortes is required by RCW.70A.130(5) to revise its comprehensive plan and development regulations to ensure they comply with the Growth Management Act (GMA) as revised by House Bill 1181 (Chapter 228, Laws of 2023).

Budget Impact:
Reimbursements of up to \$500,000.

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 24-120-PLN-001 between the City of Anacortes and Washington State Department of Commerce.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-120-PLN-001
2. Anacortes (1)



Interagency Agreement with

City of Anacortes

through

Growth Management Services

**Contract Number:
24-63610-101**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-101

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Anacortes P.O. Box 547 Anacortes, WA 98221		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Libby Grage Planning Manager 360-299-1986 LibbyB@cityofanacortes.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0000302-00	12. UBI # 290-000-003	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR _____ Matt Miller, Mayor _____ Signature _____ Date		FOR COMMERCE _____ _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred thousand dollars (\$500,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-101. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Section Steps, Tasks and Deliverables	Descriptions	End Date
Common to Both Sub-Elements		
Task 1	Develop Public Engagement Strategy	
1.1	Form Climate Policy Advisory Team	
1.2	Identify key players critical to engagement success	
1.3	Establish engagement strategy that supports environmental justice	
Deliverable 1	Draft engagement memo and applicable completed Commerce Climate workbook sections	May 2024
GHG Emissions Reduction Sub-Element		
Task 2	GHG emissions inventory	
Task 2.1	Identifying a GHG Emission Inventory's scope and plan	
Task 2.2	Choose accounting standards and methods	
Task 2.3	Choose a GHG Emissions Inventory base year	
Task 2.4	Collect data and quantify emissions	
Task 2.5	Develop a GHG Emissions Inventory management plan	
Task 2.6	Identify the GHG Emissions Inventory management plan update interval	
Task 2.7	Data quality management	
Task 2.8	Review and testing inventory assumptions and limitations	
Task 2.9	Training for city staff to update the GHG inventory	
Deliverable 2	Completed Climate Element Workbook	August 31, 2024
Task 3	Develop goals and policies	
Task 3.1	Develop list of initial goals and policies	
Task 3.1.2	Meetings with key players & Staff Team	
Task 3.2	Sub element drafting – review/refine goals/policies	
Deliverable 3	Applicable completed Commerce Climate workbook sections	December 31, 2024
Climate Resilience Sub-Element		
Task 4	Explore climate impacts	
Task 4.1	Identify community assets	
Task 4.2	Explore hazards and changes in the climate	

Section Steps, Tasks and Deliverables	Descriptions	End Date
Task 4.3	Pair assets and hazards and describe exposure and consequences	
Task 4.4	Identify priority climate hazards	
Deliverable 4	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	May 30, 2024
Task 5	Audit Plans & Policies	
Task 5.1	Review existing plans for climate gaps and opportunities	
Deliverable 5	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	June 2024
Task 6	Determine climate vulnerability	
Task 6.1	Assess sensitivity	
Task 6.2	Assess adaptive capacity	
Task 6.3	Characterize vulnerability	
Task 6.4	Characterize risk	
Task 6.5	Meet with partners, stakeholders and decision makers to decide course of action	
Deliverable 6	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	September 30, 2024
Task 7	Pursue Pathways	
Task 7.1	Develop goals	
Task 7.2	Develop policies	
Task 7.3	Identify policy co-benefits	
Deliverable 7	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	December 31, 2024
Common to Both Sub-Elements		
Task 8	Integrate Goals and Policies	
Task 8.1	Review and finalize resilience goals and policies	
Task 8.2	Consult with partners, stakeholders, and decision makers	
Deliverable 8	Draft climate element	March 31, 2025
Task 9	SEPA and Adoption Support	
Deliverable 9	Adopted Comprehensive Plan	June 15, 2025

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Draft engagement memo & completed Commerce Climate Element workbook (“Commerce Workbook”) sections	\$64,250
Deliverable 2: Completed Commerce Workbook sections documenting progress toward GHG inventory	\$58,250
Deliverable 3: Draft report that includes documentation of Inventory methods & working draft list of goals, policies	\$45,250
Deliverable 4: Commerce workbook re: climate impacts	\$28,250
Deliverable 5: Commerce workbook re: audit of existing plans	\$63,250
Deliverable 6: Climate vulnerability index geospatial tool & draft Climate Vulnerability and Risk Assessment Report	\$48,250
Deliverable 7: Commerce workbook re: draft resilience goals, policies, and co-benefits	\$43,250
Deliverable 8: Draft Climate Element	\$49,250
Deliverable 9: Final Climate Element	\$100,000
Total:	\$500,000



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

August 28, 2023

The Honorable Matt Miller
Mayor of Anacortes
904 6th Street
Anacortes, Washington 98221-0547

RE: Climate Planning Grants

Dear Mayor Miller:

The City of Anacortes is required by RCW 36.70A.130(5) to revise its comprehensive plan and development regulations by June 30, 2025, to ensure they comply with the Growth Management Act (GMA) as revised by [House Bill 1181](#) (Chapter 228, Laws of 2023).

We are pleased to inform you that, based on your population size, that \$500,000 has been reserved as a grant to assist in completing your work. This funding is reserved as a non-competitive formula grant. Due to the nature of the funding [Climate Commitment Act, SB 5187, Sec. 130 (21)], Commerce will award approximately \$30 million a biennium to any eligible jurisdiction that submits a complete application. Commerce will prioritize those jurisdictions with periodic updates due in 2025 and all other due dates that follow (in order).

For this reason, we request application materials for jurisdictions intending to implement HB 1181 this biennium to apply for grant funding by **October 31, 2023**. As soon we receive your submitted application, we will begin preparing your contract. The application is available [online](#) [<https://app.smartsheet.com/b/form/a977250f9de848e3a261844529e01c38>].

All planning activities related to complying with HB 1181 incurred by your jurisdiction, beginning July 1, 2023, will be eligible for reimbursement. Therefore, you will not need to delay work on the climate grant until the contract is signed.

Before we disburse the funds, a contract will need to be executed between your organization and the Department of Commerce. In order to begin the contracting process, please complete the grant information form [online](#) and attach a proposed scope of work and budget. Contracts will be prepared as soon as your proposed scope and budget are finalized.

If you have questions or need help with developing your scope of work, please contact Sarah Fox, Climate Program Manager, at (360) 725-3114, sarah.fox@commerce.wa.gov, or Paul Johnson, Management Analyst, (360) 725-3048, paul.johnson@commerce.wa.gov.

Sincerely,

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Libby Grage; Steve Hoglund