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- 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.
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Anacortes City Council

Municipal Building Council Chambers

904 6th Street

May 20, 2024
6:00 PM

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Public Works Committee (Report)
 - c. Port / City Liaison Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of May 13, 2024 (Action)
 - b. Approval of claims in the amount of \$869,862.91 (Action)
 - c. Contract Award: 2024 Trip Hazard Removal #24-155-TRN-001 (Action)
6. **Other Business**
 - a. * Approval of Public Participation Plan for 2025 Comprehensive Plan Update (Discussion/Action)
 - b. Contract Modification: R Avenue Long-Term Improvement Project - Consultant Services #20-127-TRN-001 (Discussion/Action)
 - c. Contract Modification: Water Quality Assessment & Planning Project #21-184-WTR-001 (Discussion/Action)
 - d. Resolution 3155: 2024 Lodging Tax Advisory Committee Appointment Filling a Vacancy (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.

7. Adjournment

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.*

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Anacortes City Council Minutes - May 13, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of May 13, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that the Anacortes Boat and Yacht Show opens on Thursday, May 16th at 10am and continues until Saturday, May 18th at 6pm, and that there will be a ribbon cutting for the Samish 34th Street housing project on Friday, May 17th at 2pm. He then thanked the Police and Parks and Recreation departments for their support in managing the unexpected crowds at Washington Park on Friday night during the aurora borealis viewing. He continued by announcing that the flower baskets would be up this Friday, and that the Skagit County Board of Commissioners would hold a public hearing on solid waste rates on Tuesday, May 21st at 8:30 am. He concluded by thanking the Parks and Recreation department for maintaining the ball fields in preparation for hosting high school boys baseball state playoff games over the coming weekend.

Finance Committee

Ms. Cleland-McGrath reported from the Finance Committee meeting held May 9th. The topics discussed included the timing for replacement of two discharge meters for the Water Treatment Plant. She mentioned that it is a project that might be reimbursable by the Federal Emergency Management Agency after damage sustained during a levee breach in the 2021 flood.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held May 9th, which consisted of a visit by the Washington Senate Committee on Land Use, Government, and Tribal Affairs. The topics discussed included the affordable housing sales tax and a possible sales tax exemption for builders of affordable housing.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topic discussed was impact and connection fee waivers for low income housing and accessory dwelling units, and that the committee considered consolidation of existing code provisions and an update to reflect recent changes in state legislation.

Public Safety Committee

Mr. Fantini reported from the Public Safety Committee meeting held May 7th. The Fire / Emergency Medical Services topics discussed included a hiring and training update, the timeline for delivery of the new ladder truck scheduled to arrive earlier than anticipated in June and the associated "Push-In" ceremony, and Brush 29 readiness for state deployment.

Police topics included a Skagit County Drug Task Force presentation to the Council in the next month, a training update for recent hires, a hiring update, the promotional testing process, a recent meeting with law enforcement leaders and local state legislators, financial fraud awareness, and mental health issues.

Planning Commission Reappointment

Mayor Miller introduced the re-appointment of Paul Ryan to the Planning Commission for a six-year term.

Ms. Hubik moved, seconded by Mr. Young, to approve the re-appointment of Paul Ryan to the Planning

Commission for a six-year term. The motion carried unanimously by voice vote.

Public Comment

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

Public comment was given as follows;

Linnea McCord of Anacortes addressed the links between the World Economic Forum (WEF), United Nations (UN) and Habitat for Humanity, which she asserted are the source for the terms 'affordable housing', 'climate change' and 'sustainable development', which are being used to introduce 3,000 units of affordable housing into the community of 18,000 residents. She pointed out that Anacortes has an existing agreement with [ICLEI USA | Local Governments for Sustainability](#), and that this and other non-governmental organizations (NGOs), including Habitat for Humanity, are working with the UN and WEF. She added that the City of Olympia, Washington is working with ICLEI to curb greenhouse gas emissions and continued by reading an excerpt from a document authored by cities who had severed ties with ICLEI. It alleged that ICLEI in concert with local government seeks to control citizens' lives under the guise of environmental concern. She then listed additional NGOs that she said support illegal immigration.

Suzanne Rohner of Anacortes commented on Irwin Development LLC, describing the firm's recent developments in other areas and detailing their housing proposal for development of 100 units of housing plus an additional 20 units if certain affordability conditions are met on city-owned land at Sharpes Corner. She mentioned two themes regarding the housing situation in Anacortes: that housing is unaffordable, which she attributed to the recent rise of inflation, economic policies and increases in regulations; and that there are people who want to live in Anacortes that are unable to live in Anacortes because of a limited housing supply. She asked if anyone had conducted research to determine the number of individuals who fall into that category?

She then asked if it were the default assumption that everyone who lives in Anacortes want to live there? She provided alternative possibilities, including that there could be those who work in Anacortes that want to live elsewhere for family or economic considerations. She asked if it had been considered if a significant portion of Anacortes residents work elsewhere and if a significant portion of the 120 proposed units would be taken by such individuals. She continued that population growth rate is not well-defined, citing statistics that the birth rate in the United States is decreasing and the death rate recently increased slightly after a period of decline, asserting that population growth is largely attributable to uncontrolled immigration. She wondered if this could be the cause for the housing shortage.

Consent Agenda

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

a. Minutes of May 6, 2024

b. Approval of claims in the amount of \$1,256,994.83

The following vouchers/checks were approved for payment:

EFT numbers: 109335 through 109400, total \$969,186.76

Check numbers: 109401 through 109418, total \$252,702.92

Wire transfer numbers: 346722 through 347208, total \$35,105.15

Public Hearings

Public Hearing for Amendment to the Community Development Block Grant (CDBG) 2023-2027

Consolidated Plan

Planning, Community, and Economic Development Coordinator Stephanie Snyder re-introduced the proposed amendments to the CDBG 2023-2027 Consolidated Plan, adding that no public comment had been received.

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

At 6:24 pm, Mayor Miller closed the public hearing.

Discussion topics included:

- Funding for curb cuts 24th Street and H Avenue to facilitate Americans with Disabilities Act (ADA) access to public transit
- Exterior maintenance of Anacortes Family Center emergency housing shelter.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to approve recommended amendments to the Community Development Block Grant 2023-2027 Consolidated Plan.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Other Business

Community Action Quarterly Report

Planning, Community, and Economic Development Director John Coleman introduced Community Action Resource Center Manager Dulce Vasquez-Cruz, who presented the Council with a report of the organization's activities for the first quarter of 2024, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Continued support for those in need in Anacortes.
- Supportive donations from the Anacortes community.
- Benefits of having the Resource Center in Anacortes.
- Types of referrals are for seniors to commodity and energy assistance.
- Homelessness prevention.

Downtown Anacortes Alliance Year-in-Review

Downtown Anacortes Alliance Executive Director Jordan Hay and Jonelle McCoy of the State of Washington Main Street team presented the organization's activities over the last year, referring to a slide presentation and hand-outs that were included in the packet materials for the meeting.

Discussion topics included:

- Importance of attracting visitors and locals to downtown businesses.
- Block parties.
- Parklets.
- Pedestrianization of streets.
- Increased parking downtown.
- Future outlook - more community spaces and city scape design.
- Community energy and stakeholder.
- Comprehensive Plan informing strategy.
- Limitations - financial donations from community and tax incentives.
- Community status and tax credit eligibility - Business & Occupation (B&O) tax credit - 2024

application at the end of June.

- 2024 – Lodging Tax Advisory Committee funding and service contract.
- Taking on smaller community projects.
- How do community members volunteer? Go to [Volunteer – Downtown Anacortes Alliance](#)

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

Public Works Director Andrew Rheume introduced proposed contract #23-292-ENG-001 for City Engineer of Record for streets and stormwater with H.W. Lochner, Inc. He outlined the principal purposes of the modification, including continuing on-call support for traffic engineering and stormwater management expertise and to plan and implement ADA ramps and multimodal features along Commercial Avenue from 13th Street to 34th Street. He estimated that a shovel-ready project design would be ready by the end of the month and that grant and legislative funding would be pursued. He reported that the estimated project cost is \$3 million, including paving and ADA ramp, and multimodal feature construction and installation.

Discussion topics included:

- Grant or legislative funding or not, complete the paving project.
- Water main replacement and phasing of the project.
- Other utilities that might need to be replaced.
- PS&E = Engineering plan set.
- WSDOT = Washington State Department of Transportation channelization plan approval timeline.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to approve modification to contract #23-292-ENG-001.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:17 p.m. the Anacortes City Council meeting of May 13, 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 May 20, 2024 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
347609	12/16/2023	6420962	NATIONAL OILWELL VARCO, O.P.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 31.90	dwwtp
347610	12/28/2023	6430904	NATIONAL OILWELL VARCO, O.P.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 33.08	dwwtp
347607	1/3/2024	6435967	NATIONAL OILWELL VARCO, O.P.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 33.08	dwwtp
347348	1/16/2024	RE 41 JZ2131 L002	WASHINGTON STATE DEPARTMENT	EMERGENCY WATERLINE REPAIRS	\$ 830.64	wdist
347352	3/21/2024	INV00313238	USA BLUE BOOK	HACH DPD X 5	\$ 173.20	dwwtp
347625	4/7/2024	1076905	BUILDERS EXCHANGE OF	BID DOCUMENT HOSTING FOR 2024 WATERLINE REPLACEMENTS	\$ 45.00	pw1
347499	4/9/2024	21196	SEASIDE AUTO BODY	REPAIR FOR VEHICLE #164	\$ 3,667.71	dshop
347624	4/12/2024	GCI0013713	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 571.20	legal
347627	4/26/2024	22410 - 1	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 3/11/24-4/26/24	\$ 2,908.83	pw1
347321	4/29/2024	813947	BLADE CHEVROLET, INC	PARTS FOR VEHICLE #207	\$ 135.04	dshop
347319	4/30/2024	801	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - APRIL	\$ 200.00	finance
347630	4/30/2024	2110	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	\$ 820.00	hr
347505	4/30/2024	00114801	OWEN EQUIPMENT COMPANY	OPERATOR TRAINING	\$ 650.62	dshop
347489	4/30/2024	19665	POLICY CONFLUENCE, INC	POLCO PUBLIC ENGAGEMENT SOFTWARE 2024 ANNUAL SUBSCRIPTION	\$ 9,500.00	finance
347252	4/30/2024	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 4/2-4/30/2024	\$ 12.44	publib
347257	4/30/2024	10954	RUBBER GRANULATORS INC	TIRES FOR #90001	\$ 237.00	dshop
347495	4/30/2024	2409	SKAGIT CONSERVATION DISTRICT	NPDES PHASE II PUBLIC EDUCATION AND OUTREACH - APRIL 2024	\$ 1,111.68	pw1
347249	4/30/2024	0173	SKAGIT COUNTY SOLID WASTE FUND	APRIL TONNAGE HAULED	\$ 104,800.42	dshop
347323	4/30/2024	44549	SKAGIT PUBLISHING LLC	PUBLISH SVH-509149	\$ 145.26	plan
347325	4/30/2024	7326	SKAGIT SOILS, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 287.79	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
347329	4/30/2024	7343	SKAGIT SOILS, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 287.79	wdist
347327	4/30/2024	7348	SKAGIT SOILS, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 287.79	wdist
347328	4/30/2024	8067	SKAGIT SOILS, INC.	SUPPLIES FOR WATER MAINTENANCE	\$ 287.79	wdist
347493	4/30/2024	4040120	UTILITIES UNDERGROUND LOCATION	APRIL LOCATE TICKETS	\$ 337.92	dshop
347324	5/1/2024	44604	SKAGIT PUBLISHING LLC	PUBLISH AA-502418	\$ 158.34	pw1
347331	5/1/2024	44605	SKAGIT PUBLISHING LLC	PUBLISH AA-506160	\$ 44.66	finance
347336	5/1/2024	44606	SKAGIT PUBLISHING LLC	PUBLISH AA-508197	\$ 121.80	plan
347504	5/1/2024	106723	SMILEY'S PRO SERVICES	PARTS FOR EQUIP #8007	\$ 104.36	dshop
347318	5/1/2024	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 4/1-4/30/24	\$ 56.00	finance
347350	5/1/2024	143421	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 5/1-5/31/24	\$ 270.00	parks1
347605	5/2/2024	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 5/9-6/8/24	\$ 185.22	fiber
346900	5/3/2024	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; APRIL 2024	\$ 357.00	apd
347628	5/3/2024	53395	NORTHWEST PLAYGROUND EQUIP INC	STORVIK PARK REPLACEMENT SWING SET - LABOR	\$ 7,766.14	parks1
347491	5/4/2024	269035	LAKE SIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK SALE	\$ 544.53	dshop
347626	5/5/2024	1077099	BUILDERS EXCHANGE OF	BID DOCUMENT HOSTING FOR 2024 SANITARY SEWER LINE REHAB	\$ 45.00	pw1
347255	5/6/2024	24-51406	BUDGET TOWING & AUTO REPAIR	SCRAP RV DISPOSAL	\$ 795.60	dshop
347633	5/6/2024	0318495-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP STOCK	\$ 433.28	dshop
347645	5/7/2024	16610	ANACORTES CHAMBER OF COMMERCE	WATERFRONT FESTIVAL TABLE	\$ 15.00	pw1
347320	5/7/2024	358207	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 398.99	pwfac
347254	5/7/2024	232332	ELLIOTT STONERWORKS	STONE REPAIR FOR WELCOME ARCH	\$ 3,808.00	wdist
347497	5/8/2024	0002064124	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 101.06	medic
347256	5/8/2024	INV824095	DAY WIRELESS SYSTEMS INC	RADIO REPAIR FOR VEHICLE #206	\$ 585.00	dshop
347341	5/8/2024	9113040654	GRAINGER	MAINTENANCE SUPPLIES	\$ 414.53	dwwtp
347621	5/8/2024	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 4/6-5/6/2024	\$ 4,167.55	publib
347344	5/8/2024	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 4/6-5/6/24	\$ 14.47	plan

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
347346	5/8/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 4/6 - 5/6/24	\$ 39.30	dshop
347345	5/8/2024	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 500 T 04/05 - 05/06/2024	\$ 10.89	dwwtp
347507	5/8/2024	418141	SUN BADGE CO.	BADGES	\$ 844.25	apd
347343	5/8/2024	PS-INV108565	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES - PUMP STATION	\$ 1,785.64	dwwtp
347338	5/9/2024	INV2824494	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 4/8-5/7/24	\$ 426.69	finance
347339	5/9/2024	344037	DEPT OF LABOR & INDUSTRIES	ANNUAL OPERATING CERTIFICATE RENEWAL	\$ 93.20	pwfac
347333	5/9/2024	130-1895-02	LAW, JACKIE	UB Refund Cst #063037	\$ 236.69	finance
347347	5/9/2024	280805	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS - SODIUM BISULFITE	\$ 2,975.68	dwwtp
347502	5/9/2024	LCS05092024	PAGE, CARTER	TRANSPORTATION REIMBURSEMENT- CARTER P	\$ 61.90	dshop
347608	5/9/2024	103	SKAGIT COUNTY	APRIL - 2024 - INDIGENT SCREENING	\$ 960.00	court
347335	5/9/2024	230-1830-00	STUBBEMAN, ROBERT	UB Refund Cst #065645	\$ 73.90	finance
347622	5/9/2024	E00114	TRUE NORTH EQUIPMENT, INC	ERR5001 SOLID WASTE TRUCK CUROTTO CAN ATTACHMENT	\$ 48,645.57	pw1
347334	5/9/2024	143-2090-01	WINDERMERE RELOCATION	UB Refund Cst #063111	\$ 8.29	finance
347332	5/9/2024	210-9230-00	WYMAN, DONALD & RAYETTA	UB Refund Cst #044803	\$ 71.28	finance
347503	5/10/2024	U2416018303	ICONIX WATERWORKS INC	SUPPLIES FOR WATER MAINTENANCE	\$ 4,277.76	wdist
347496	5/10/2024	IN2051549	MUNICIPAL EMERGENCY SERVICES	PARTS FOR SCBA REPAIR	\$ 176.46	medic
347492	5/10/2024	INV32276	SEAWESTERN, INC.	4 SETS REPLACEMENT BUNKER GEAR	\$ 15,120.78	medic
347506	5/11/2024	00005W5A83194	UNITED PARCEL SERVICE, INC	UPS SHIPPING WEEK ENDING 5- 11-24	\$ 12.41	apd
347623	5/13/2024	Pay App 5	SRV CONSTRUCTION, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - CONSTRUCTION	\$ 630,775.38	pw1
347616	5/14/2024	INV2810852	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 4/11- 5/10/24	\$ 322.71	finance
347635	5/14/2024	23-266-TRN-0011	SCIMITAR CONSTRUCTION	RETAINAGE RELEASE	\$ 11,099.82	pw1
347644	5/14/2024	20240699	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 04/2024	\$ 4,061.60	finance
	Total				\$ 869,862.91	



City Council Agenda Bill

Meeting Date: May 20, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: 2024 Trip Hazard Removal #24-155-TRN-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$55,560.94 to Precision Concrete Cutting to perform the 2024 Trip Hazard Removal project. The location of the project is bounded by H Avenue to C Avenue and by 7th Street to 12th Street. Using a precise cutting method rather than grinding Precision Concrete Cutting will remove over 350 trip hazards. These vertically edged trip hazards range in height from 1/4" to 1 3/4".

Background:

1. **History:** Removing existing trip hazards to reestablish sidewalks to current standards furthers the City's commitment to the community for upholding existing pedestrian facilities ADA compliant. This project is a continuation of previous trip hazard removal projects and will complete the area of Old Town.

- 2 **Key Terms:**
 - Contract is for a firm fixed price of \$55,560.94.
 - The Contractor shall complete the work by October 1, 2024.

- 3 **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Precision Concrete Cutting.

Budget Impact:

Contractor	Precision Concrete Cutting
Contract Amount	\$55,560.94
Earmarked Funds	\$200,000.00
BARS #	105.720.595.61.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	10/01/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-155-TRN-001 with Precision Concrete Cutting in the amount of \$55,560.94 to perform the 2024 Trip Hazard Removal Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-155-TRN-001



CONTRACT 24-155-TRN-001
AGREEMENT WITH
Precision Concrete Cutting, Inc.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City"), and Precision Concrete Cutting, Inc. a private contractor at 3191 North Canyon Rd, Provo, Utah 84604 (herein after referred to as "Contractor").

PROJECT
2024 SIDEWALK TRIP HAZARD REMOVAL

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to cut concrete sidewalk surfaces that are non-compliant to ADA standard, in the locations specified on Exhibit A, which is hereby incorporated by reference and made a part hereof, and at the direction of the Project Manager.

a) Contractor must guarantee specified repair slope (1:8 or 1:12 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery.

b) Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6.

c) Method of trip hazard removal shall entail precise saw cutting performed with hand-held electric powered equipment, using flush mounted diamond segmented blades, capable of cutting at any angle. Pulverization of the concrete is NOT acceptable or allowed. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rainwater or irrigation.

d) Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs across the full face of the raised edge.

e) Contractor may not use any type of "fill" material that deteriorates or breaks apart over time.

f) Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the City must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred.

g) The contractor shall take precautions during saw cutting operations not to disfigure, scar, or impair the health of any tree on public or private property.

h) Contractor must completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately.

i) Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner.

j) Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

2. **Supplementary Conditions:**

a) Contractor must submit an itemized summary of all repaired hazards which includes:

1. The specific hazard height – both high side and low side measurement – in 8ths of an inch
2. The calculated unit for measurement shall be the average depth of the trip hazard multiplied by the width resulting in an "inch-foot" total
3. The total width of actual repair to the nearest 1/2 foot
4. The physical location of each repair
5. Itemized cost for repaired trip hazards
6. A map showing GPS locations where trip hazards are located

b) Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

c) If contractor is approached by the public with questions, the contractor shall address their concerns in a professional and polite manner.

- d) Contractor must provide a Safety Plan as laid out in the Manual of Standard Specifications.
- e) Contractor must provide proof of an "Employee Manual" explaining instruction and giving direction on how saw cutting work is to be performed.
- f) Contractor must provide patent numbers for equipment specifically used and designed for trip hazard removal on sidewalks.
- g) The Services performed shall be detailed in accordance with the formula for saw cutting calculations. All invoices must show the cut depth, size, length, width, address location and inch-feet calculations.

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. Example: If a trip hazard is cut 1" on one side and tapered to 0" on the other side of a full 4-foot width sidewalk, it shall be calculated as follows: $(1" + 0") / 2 \times 4' = 2$ inch-feet.

3. **Contract Price:** The Contractor will perform the scope of work above for a fixed price of **Fifty-Five Thousand Five Hundred Sixty Dollars and Ninety-Four Cents (\$55,560.94)**. Rule 171 applies. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

4. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

5. **Time of Completion:** The Contractor shall complete the work by October 1, 2024.

6. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager, Justin Symonds (360) 299-1972.

7. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

8. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Matt Miller, Mayor

Date

Contractor:

Precision Concrete Cutting, Inc.

Date

Date

Contractor License #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Chemical Hazard Safety

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

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

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

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

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

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

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

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

14. Inspection.

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

24. The City's Right to Terminate Agreement.

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

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

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

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

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

28. Disputes

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

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

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

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

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

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

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

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

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

34. Notices. 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

CONTRACTOR:

Precision Concrete Cutting, Inc.
Jared Taylor
3191 North Canyon Road
Provo, Utah 84604
jared@safesidewalks.com



24-155-TRN-001 EXHIBIT A

City of Anacortes
Justin Symonds
1102 12th St
Anacortes, WA 98221
360-299-1972
justins@cityofanacortes.org

May 25, 2024
Surveyed By: Micha
Bid #: WA74720BC

Precision Concrete Cutting
3191 North Canyon Road
Provo, Utah 84604
(801) 224-0025 - phone
(801) 855-7150 - fax
Federal ID #: 04-3800739

City of Anacortes 2024
Map 1
ADJUSTED

Total Ln. Ft.
1,958.8

Total In. Ft.
740.81

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
1	0.375	0.125	6.0	N walk 7th St near 614 and stop sign	1.50
2	0.500	0.375	5.5	N walk 7th St near 614 and stop sign	2.41
3	0.375	0.000	5.5	N walk 7th St near 614 and water access panel	1.03
4	0.625	0.000	4.5	N walk 7th St near 614 and water access panel	1.41
5	0.375	0.375	5.5	N walk 7th St near 614 and utility pole	2.06
7	0.375	0.125	5.5	N walk 7th St near 1808 and water access panel	1.38
14	0.375	0.125	6.0	S walk 7th St near yellow fire hydrant across from 1818	1.50
17	0.375	0.125	6.0	S walk 7th St near 1815 across from utility pole	1.50
18	0.375	0.125	6.0	S walk 7th St near 18151811 across from 1816	1.50
19	0.500	0.125	6.0	S walk 7th St near 18151811 across from 1816	1.88
20	0.500	0.000	3.5	S walk 7th St near 1811 mailbox across from 1810	0.88
21	0.375	0.125	6.0	S walk 7th St near 1807 mailbox across from 1810	1.50
22	0.625	0.250	6.0	S walk 7th St near 1807 mailbox across from 1808	2.63
23	0.625	0.000	6.0	S walk 7th St near 1801 across from utility pole	1.88
24	0.500	0.250	6.0	S walk 7th St near 1801 mailbox	2.25
25	0.625	0.000	6.0	S walk 7th St near 1801 mailbox across from stop sign	1.88
26	0.875	0.000	5.5	S walk 7th St near 1801 mailbox across from stop sign	2.41
27	0.875	0.000	4.8	S walk 7th St near 1801 mailbox across from stop sign	2.08

28	0.875	0.625	7.0	N walk 8th St near 1802 and stop sign	5.25
29	0.500	0.000	6.0	N walk 8th St near 1802 across from 1801	1.50
30	0.625	0.375	6.0	N walk 8th St near 1802 across from 1801	3.00
31	0.750	0.000	6.0	N walk 8th St near 1802 driveway across from 1801	2.25
32	0.500	0.125	6.3	N walk 8th St near 1802 driveway across from 1801	1.95
33	0.375	0.125	6.8	N walk 8th St near 1802 driveway across from 1801	1.69
34	0.250	0.125	6.0	N walk 8th St near 1810 driveway across from 1809	1.13
35	1.750	0.375	6.0	N walk 8th St near 1810 driveway across from 1809	6.38
36	0.500	0.000	6.0	N walk 8th St near 1810 driveway across from 1809	1.50
37	1.250	0.125	5.5	N walk 8th St near 1810 driveway across from 1809	3.78
38	1.250	0.250	6.0	N walk 8th St near 1816 and utility pole across from 1809	4.50
39	0.500	0.000	6.0	N walk 8th St near 1816 and utility pole across from 1809	1.50
40	0.625	0.250	3.5	N walk 8th St near 1816 and utility pole across from 1809	1.53
41	0.375	0.000	3.5	N walk 8th St near 1816 and utility pole across from 1809	0.66
42	1.000	0.250	4.0	N walk 8th St near 1816 and utility pole across from 1809	2.50
45	0.500	0.000	6.0	N walk 8th St near 1816 and water access panel across from speed limit sign	1.50
46	0.375	0.000	5.5	N walk 8th St near 1816 and water access panel across from speed limit sign	1.03
47	1.000	0.375	6.0	N walk 8th St near 1816 and brown fence	4.13
48	0.875	0.000	6.0	N walk 8th St near 1820 and brown fence	2.63
49	0.500	0.375	6.0	N walk 8th St near 1820 and brown fence	2.63
50	0.750	0.000	6.0	N walk 8th St near 1820 and utility pole	2.25
51	0.375	0.125	6.0	N walk 8th St near 1820 and utility pole	1.50
53	0.500	0.000	7.8	N walk 8th St near 1820 and utility pole. Partial cross cut	1.94
54	0.500	0.125	2.0	N walk 8th St near 1820 and utility pole. Partial cross cut	0.63
56	0.375	0.125	6.0	N walk 8th St near 1902 and utility pole	1.50
58	0.500	0.000	5.5	N walk 8th St near 1914 and utility pole	1.38
60	0.625	0.000	6.0	N walk 8th St near 1914 and stairs	1.88
64	0.375	0.000	5.0	N walk 8th St near 1920 and water access panel. Across from 1917	0.94
65	0.625	0.125	6.0	N walk 8th St near 1920 and water access panel. Across from 1917	2.25

66	0.375	0.125	6.0	N walk 8th St near 1920 and water access panel. Across from 1917	1.50
68	0.500	0.125	5.8	W walk F ave near street sign. Across from 1917	1.80
69	0.625	0.000	5.3	W walk F ave near 2003. Across from 1917	1.64
70	0.625	0.000	2.0	W walk F ave near 2003. Across from 1917	0.63
71	0.375	0.000	6.0	W walk F ave near 2003. Across from 1917	1.13
72	0.625	0.125	6.0	W walk F ave near 2003. Across from 1917	2.25
73	0.500	0.125	6.0	W walk F ave near 2003. Across from 1917	1.88
74	0.375	0.000	4.0	W walk F ave near 2003. Across from 1917 and utility pole	0.75
75	0.750	0.625	6.0	W walk F ave near allyway and manhole.	4.13
76	0.500	0.125	6.0	W walk F ave near 812 and allyway	1.88
77	0.500	0.250	6.0	W walk F ave near 812 and small tree by corner	2.25
78	0.500	0.125	6.3	W walk F ave near 812 and small tree by corner	1.95
79	0.500	0.125	6.0	E walk F ave near 1918 and utility pole	1.88
80	0.625	0.375	6.0	E walk F ave near 1918 and utility pole	3.00
81	0.625	0.000	6.0	E walk F ave near 1918 and utility pole	1.88
82	0.375	0.000	6.0	E walk F ave near 1918 and utility pole	1.13
83	0.500	0.000	5.0	E walk F ave near 1918 and utility pole	1.25
84	Recommended Replacement			E walk F ave near 1918 and utility pole. Recomend Replacement. Panel is broken with movement	Recommended Replacement
85	0.375	0.000	5.8	E walk F ave near 1918 across from 812.	1.08
86	0.375	0.125	6.0	E walk F ave near 1918 across from 812.	1.50
87	0.500	0.000	6.0	E walk F ave near 1918 and allyway	1.50
88	1.500	0.375	8.8	E walk F ave near allyway and utility pole	8.20
89	0.500	0.250	6.0	E walk F ave near allyway and utility pole	2.25
90	0.375	0.125	6.0	E walk F ave near allyway and utility pole	1.50
91	0.375	0.000	4.8	E walk F ave near allyway and utility pole. Across from 2003	0.89
92	Recommended Replacement			E walk F ave near allyway and utility pole. Across from 2003. Recommend Replacement panel is broken with a hole in it	Recommended Replacement
93	0.500	0.250	6.0	E walk F ave near 1917 and storm drain. Across from 2003	2.25
94	0.375	0.125	6.0	S walk 8th St. near 1917 and water access panel. Across from 1920	1.50
96	0.375	0.125	6.0	S walk 8th St. near 1917 and driveway. Across from 1920	1.50
97	0.750	0.250	3.3	S walk 8th St. near 1917 and driveway. Across from 1920	1.63
98	0.875	0.000	6.0	S walk 8th St. near 1917 and mailbox. Across from 1920	2.63

99	0.500	0.000	6.0	S walk 8th St. near 1911. Across from utility pole	1.50
100	0.500	0.125	6.0	S walk 8th St. near 1911 garage	1.88
101	0.375	0.125	6.0	S walk 8th St. near 1905 and stairs	1.50
102	0.375	0.250	6.0	S walk 8th St. near 1903 and water access panel	1.88
103	0.500	0.000	4.0	S walk 8th St. near 1819 and yellow fire hydrant	1.00
104	0.375	0.125	6.0	S walk 8th St. near 1819 stairs and yellow fire hydrant	1.50
105	1.625	1.125	6.0	S walk 8th St. near 1819 stairs and water access panel	8.25
106	0.625	0.000	6.0	S walk 8th St. near 1819 and speed limit sign. Across from 1816	1.88
107	0.375	0.000	6.0	S walk 8th St. near 1809 and speed limit sign. Across from 1816	1.13
108	Recommended Replacement			S walk 8th St. near 1809 and speed limit sign. Across from 1816. Recommend Replacement panel is broken with movement	Recommended Replacement
109	0.750	0.250	10.0	S walk 8th St. near 1809 and stairs. Across from 1816	5.00
110	1.000	0.000	6.0	S walk 8th St. near 1809 and stairs. Across from 1810	3.00
111	0.875	0.250	10.0	S walk 8th St. near 1809 and stairs. Across from 1810	5.63
112	0.375	0.125	10.0	S walk 8th St. near 1809 and stairs. Across from 1810	2.50
113	1.375	0.750	9.3	S walk 8th St. near 1809 . Across from 1810	9.83
114	1.875	0.000	7.5	S walk 8th St. near 1809 . Across from 1810	7.03
115	0.625	0.125	6.0	S walk 8th St. near 1809 . Across from 1810	2.25
116	0.750	0.000	8.5	S walk 8th St. near 1809 . Across from 1810	3.19
117	0.875	0.250	6.0	S walk 8th St. near 1801 . Across from utility pole	3.38
118	0.375	0.000	4.3	S walk 8th St. near 1801 . Across from utility pole	0.80
119	0.375	0.125	6.0	S walk 8th St. near 1801 . Across from utility pole	1.50
121	0.375	0.250	6.0	S walk 8th St. near 1801 stairs . Across from 1802	1.88
122	0.375	0.000	5.3	W walk H Ave. near 1801 and crosswalk . Across from 1802	0.98
123	0.500	0.000	5.3	W walk H Ave. near 1801 and crosswalk . Across from 1719	1.31
124	0.750	0.000	6.0	W walk H Ave. near 1801 and crosswalk . Across from 1719	2.25

125	0.375	0.000	3.3	W walk H Ave. near 1801 and crosswalk . Across from 1719	0.61
126	0.625	0.000	5.3	W walk H Ave. near 1801 driveway . Across from 1719	1.64
128	Recommended Replacement			W walk H Ave. near 1801 and allyway . Across from 1719. Recommend Replacement for Spalling Cracks	Recommended Replacement
129	0.500	0.250	6.0	W walk H Ave. near 818 and allyway . Across from 1719.	2.25
130	0.500	0.125	6.0	W walk H Ave. near 818 and allyway . Across from 817	1.88
131	0.500	0.000	6.0	W walk H Ave. near 818 stairs . Across from 817	1.50
132	0.375	0.125	6.0	W walk H Ave. near 818 stairs . Across from 817	1.50
133	0.500	0.000	3.8	W walk H Ave. near 818 and stop sign . Across from 817.	0.94
134	1.500	0.000	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	4.50
135	1.375	0.000	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	4.13
136	0.750	0.000	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	2.25
137	0.750	0.000	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	2.25
138	1.125	0.250	7.3	W walk H Ave. near 818 and stop sign . Across from 817.	4.98
139	0.375	0.000	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	1.13
140	0.625	0.250	6.0	W walk H Ave. near 818 and stop sign . Across from 817.	2.63
141	0.875	0.375	6.0	E walk H Ave. near 1719 and stop sign	3.75
142	0.500	0.000	5.0	E walk H Ave. near 1719 and stop sign	1.25
143	0.750	0.000	6.0	E walk H Ave. near 1719 and stop sign	2.25
144	0.500	0.125	6.0	E walk H Ave. near 1719 and stop sign	1.88
146	0.375	0.000	6.0	E walk H Ave. near 1719 garage across from allyway	1.13
147	0.375	0.250	6.0	E walk H Ave. near 817 across from 818	1.88
148	0.750	0.000	6.0	E walk H Ave. near 817 across from 818	2.25
149	0.625	0.125	6.0	E walk H Ave. near 817 across from 818	2.25
150	0.375	0.000	3.3	E walk H Ave. near 817 across from 818	0.61
152	0.375	0.000	4.0	E walk H Ave. near 817 across from 818	0.75
153	0.500	0.000	4.3	E walk H Ave. near 817 across from 818. Partial L cut	1.06
154	0.500	0.000	2.8	E walk H Ave. near 817 across from 818.	0.69
155	0.500	0.000	4.5	E walk H Ave. near 817 across from 818.	1.13
156	0.750	0.500	6.5	E walk H Ave. near 817 and utility pole	4.06

157	0.750	0.000	7.8	E walk H Ave. near 817 and utility pole	2.91
158	0.875	0.125	6.0	N walk 9th st. Near 818 and stop sign	3.00
159	1.250	0.000	6.0	N walk 9th st. Near 818 and stop sign	3.75
160	0.625	0.000	6.0	N walk 9th st. Near 818 and water access panels	1.88
161	0.500	0.250	6.0	N walk 9th st. Near 818 and water access panels	2.25
162	Recommended Replacement			N walk 9th st. Near 818 and water access panels. Recommend Replacement panel is broken with movement	Recommended Replacement
163	0.500	0.125	6.0	N walk 9th st. Near 818 and utility pole. Across from 1801	1.88
164	0.500	0.000	5.0	N walk 9th st. Near 818 and utility pole. Across from 1801	1.25
165	0.500	0.000	6.0	N walk 9th st. Near 818 and utility pole. Across from 1801	1.50
166	0.375	0.250	6.0	N walk 9th st. Near 818 and utility pole. Across from 1801	1.88
167	0.625	0.125	1.3	N walk 9th st. Near 818 and water access panels. Across from 1801	0.47
168	0.625	0.250	6.0	N walk 9th st. Near 818 and water access panels. Across from 1801	2.63
169	0.875	0.125	6.5	N walk 9th st. Near 818 and water access panels. Across from 1801	3.25
170	0.875	0.125	6.0	N walk 9th st. Near 818 and water access panels. Across from 1801	3.00
171	0.625	0.125	6.0	N walk 9th st. Near 1810. Across from 1811	2.25
172	0.875	0.125	6.0	N walk 9th st. Near 1810. Across from 1811	3.00
173	0.375	0.125	6.0	N walk 9th st. Near 1810. Across from 1811	1.50
175	0.875	0.125	6.0	N walk 9th st. Near 1810. Across from 1811	3.00
176	0.750	0.125	6.0	N walk 9th st. Near 1810 and utility pole. Across from 1811	2.63
177	0.750	0.125	6.0	N walk 9th st. Near 1810 and utility pole. Across from 1811	2.63
178	0.500	0.375	6.0	N walk 9th st. Near 1818 and utility pole. Across from 1811	2.63
179	0.375	0.000	6.0	N walk 9th st. Near 1818 and utility pole. Across from 1811	1.13
180	0.375	0.125	6.0	N walk 9th st. Near 1818 and utility pole. Across from 1811	1.50
181	0.500	0.000	5.3	N walk 9th st. Near 1818 and utility pole.	1.31
182	1.000	0.000	6.0	N walk 9th st. Near 1818 and water access panel	3.00
183	0.625	0.375	6.0	N walk 9th st. Near 1818 and water access panel	3.00
184	0.625	0.250	12.5	N walk 9th st. Near 1818 and water access panel	5.47

185	0.500	0.000	6.0	N walk 9th st. Near 1818 and utility pole.	1.50
188	0.375	0.000	4.0	N walk 9th st. Near 1902 stairs across from 1903	0.75
189	1.125	0.750	3.0	N walk 9th st. Near 1902 and utility pole. across from 1903	2.81
190	0.500	0.375	3.0	N walk 9th st. Near 1902 and utility pole. across from 1903	1.31
191	0.750	0.000	5.5	N walk 9th st. Near 1902 and utility pole. across from 1903	2.06
192	0.875	0.000	6.5	N walk 9th st. Near 1908 and utility pole. across from 1907	2.84
193	0.750	0.125	6.0	N walk 9th st. Near 1908 and water access panel. across from 1907	2.63
194	0.625	0.000	6.0	N walk 9th st. Near 1908 and water access panel. across from 1907	1.88
195	0.625	0.125	5.5	N walk 9th st. Near 1908 and utility pole. across from 1907	2.06
196	0.625	0.000	6.0	N walk 9th st. Near 1908 and utility pole. across from 1907	1.88
197	0.500	0.125	6.0	N walk 9th st. Near 1918 driveway. across from 1917	1.88
198	0.625	0.375	6.0	N walk 9th st. Near 1918 driveway. across from 1917	3.00
200	0.500	0.000	4.8	N walk 9th st. Near 2006 driveway and utility pole.	1.19
201	0.500	0.125	6.0	N walk 9th st. Near 2010 across from 2009	1.88
202	1.000	0.500	6.0	N walk 9th st. Near 2010 across from 2009	4.50
203	0.500	0.250	6.0	N walk 9th st. Near 2014 across from 2017	2.25
204	0.625	0.000	5.8	N walk 9th st. Near 2014 across from 2017	1.80
205	0.500	0.125	6.0	N walk 9th st. Near 2014 and water access panel across from 2017	1.88
206	0.500	0.000	6.0	N walk 9th st. Near 2014 and water access panel across from 2017	1.50
207	0.500	0.125	6.0	N walk 9th st. Near 2014 and water access panel across from 2017	1.88
208	0.500	0.000	5.0	N walk 9th st. Near 2020 and utility pole	1.25
209	0.875	0.750	6.5	N walk 9th st. Near 2020 and utility pole	5.28
210	0.875	0.000	7.5	N walk 9th st. Near 2020 and utility pole	3.28
211	0.500	0.000	1.5	N walk 9th st. Near 2020 and utility pole	0.38
212	0.500	0.000	2.5	N walk 9th st. Near 2020 and utility pole	0.63
213	0.375	0.000	6.0	N walk 9th st. Near 2020 and utility pole	1.13
214	Recommended Replacement			N walk 9th st. Near 2020 and utility pole. Recommend Replacement hazards over 2 and broken	Recommended Replacement
215	1.750	0.000	6.0	N walk 9th st. Near 2020 and utility pole.	5.25
216	0.875	0.000	6.0	N walk 9th st. Near 2020 and utility pole.	2.63
217	1.000	0.250	6.0	N walk 9th st. Near 2020 and utility pole.	3.75

218	0.625	0.000	6.0	N walk 9th st. Near 2020 and utility pole.	1.88
219	1.000	0.000	5.3	N walk 9th st. Near 2020 and utility pole.	2.63
220	0.625	0.000	5.3	N walk 9th st. Near 2020 and utility pole.	1.64
221	0.500	0.125	6.0	N walk 9th st. Near 2102 and stop sign	1.88
222	0.375	0.125	6.0	N walk 9th st. Near 2102 and stop sign	1.50
223	0.500	0.250	6.0	N walk 9th st. Near 2102 and stop sign	2.25
224	0.375	0.125	6.0	N walk 9th st. Near 2102 and stop sign	1.50
225	0.375	0.125	6.0	N walk 9th st. Near 2102 and water access panel	1.50
226	0.500	0.125	5.0	N walk 9th st. Near 2102 and water access panel. Across from 2103	1.56
227	0.750	0.375	5.5	N walk 9th st. Near 2102 . Across from 2103	3.09
228	0.625	0.125	5.8	N walk 9th st. Near 2102 and log bench	2.16
229	0.875	0.000	5.8	N walk 9th st. Near 2102 and log bench	2.52
230	1.750	0.000	6.0	S walk 9th st. Near 901 and drain	5.25
231	Recommended Replacement			S walk 9th st. Near 901 and drain. Recommend Replacement panel is broken	Recommended Replacement
232	0.500	0.125	4.5	S walk 9th st. Near 901 and drain.	1.41
233	0.500	0.000	3.8	S walk 9th st. Near 901 and drain.	0.94
234	0.500	0.125	5.5	S walk 9th st. Near 901 and water access panel	1.72
235	0.875	0.250	11.0	S walk 9th st. Near 901 and water access panel	6.19
236	0.375	0.000	3.3	S walk 9th st. Near 901 and log bench	0.61
238	0.500	0.375	6.0	S walk 9th st. Near 2106 and water access panel	2.63
240	0.375	0.125	6.0	S walk 9th st. Near 2103 driveway	1.50
241	0.500	0.125	6.0	S walk 9th st. Near 2103 and yellow fire hydrant	1.88
242	0.375	0.125	6.0	S walk 9th st. Near 2103 and yellow fire hydrant	1.50
243	1.000	0.250	6.0	S walk 9th st. Near 2103 and yellow fire hydrant	3.75
244	0.625	0.125	6.0	S walk 9th st. Near 2019 and E Ave street sign	2.25
247	0.500	0.000	6.0	S walk 9th st. Near 2009 across from utility pole	1.50
249	0.375	0.125	6.0	S walk 9th st. Near 2005 stairs across from 2006	1.50
251	0.500	0.375	6.0	S walk 9th st. Near 2005 and water access panel. across from 2006	2.63
253	0.500	0.250	6.0	S walk 9th st. Across from 1918 near yellow fire hydrant	2.25
254	0.500	0.000	4.0	S walk 9th st. Across from 1918 near speed limit sign	1.00
256	0.500	0.125	6.0	S walk 9th st. Near 1907 across from 1908	1.88

257	0.500	0.375	6.0	S walk 9th st. Near 1903 across from 1902. Near stairs	2.63
258	0.500	0.000	4.8	S walk 9th st. Near 1903 across from 1902. Near stairs	1.19
259	0.875	0.625	6.0	S walk 9th st. Near stop sign across from utility pole	4.50
260	1.000	0.125	6.0	S walk 9th st. Near stop sign across from utility pole	3.38
261	1.125	0.250	6.0	S walk 9th st. Near 1817 and stop sign	4.13
263	1.000	0.125	6.0	S walk 9th st. Near 1817 across from 1816	3.38
264	1.250	1.250	6.0	S walk 9th st. Near 1817 and big tree. Painted green	7.50
265	0.875	0.375	6.5	N walk 10th st. Near 1802 and stop sign.	4.06
266	0.375	0.125	6.0	N walk 10th st. Near 1802 and stop sign.	1.50
267	0.375	0.000	3.0	N walk 10th st. Near 1802 and stop sign.	0.56
268	0.875	0.000	6.0	N walk 10th st. Near 1802 and stop sign.	2.63
269	0.375	0.000	4.3	N walk 10th st. Near 1802 and stop sign.	0.80
270	Recommended Replacement			N walk 10th st. Near 1802 driveway. Recommend Replacement panel has cracks with movement	Recommended Replacement
271	0.375	0.125	6.0	N walk 10th st. Near 1802 and utility pole	1.50
272	0.750	0.125	6.0	N walk 10th st. Near 1802 and utility pole. Remove fillerpatch	2.63
273	Recommended Replacement			N walk 10th st. Near 1802 and utility pole. Recommend Replacement panel has significant cracking with movement	Recommended Replacement
274	0.625	0.000	2.8	N walk 10th st. Near 1806 mailbox	0.86
276	0.375	0.125	6.0	N walk 10th st. Near 1812 and stairs	1.50
278	0.500	0.125	6.0	N walk 10th st. Near 1820 and stairs	1.88
279	0.875	0.375	6.0	N walk 10th st. Near 1820 and utility pole	3.75
280	0.625	0.375	6.0	N walk 10th st. Near 1820 and utility pole	3.00
281	0.625	0.000	4.0	N walk 10th st. Near 1820 and utility pole	1.25
282	0.500	0.000	6.0	N walk 10th st. Near 1820 and utility pole	1.50
283	0.625	0.000	6.0	N walk 10th st. Near 10 G street sign and stop sign	1.88
284	0.375	0.000	3.0	N walk 10th st. Near 10 G street sign and stop sign	0.56
285	0.500	0.000	4.8	N walk 10th st. Near 10 G street sign and stop sign	1.19
286	0.375	0.125	5.0	N walk 10th st. Near utility pole across from 1905	1.25
287	0.500	0.000	3.8	N walk 10th st. Near utility pole across from 1905	0.94
288	0.500	0.000	5.3	N walk 10th st. Near utility pole across from 1905	1.31
289	0.375	0.250	6.0	N walk 10th st. Near utility pole across from 1905	1.88

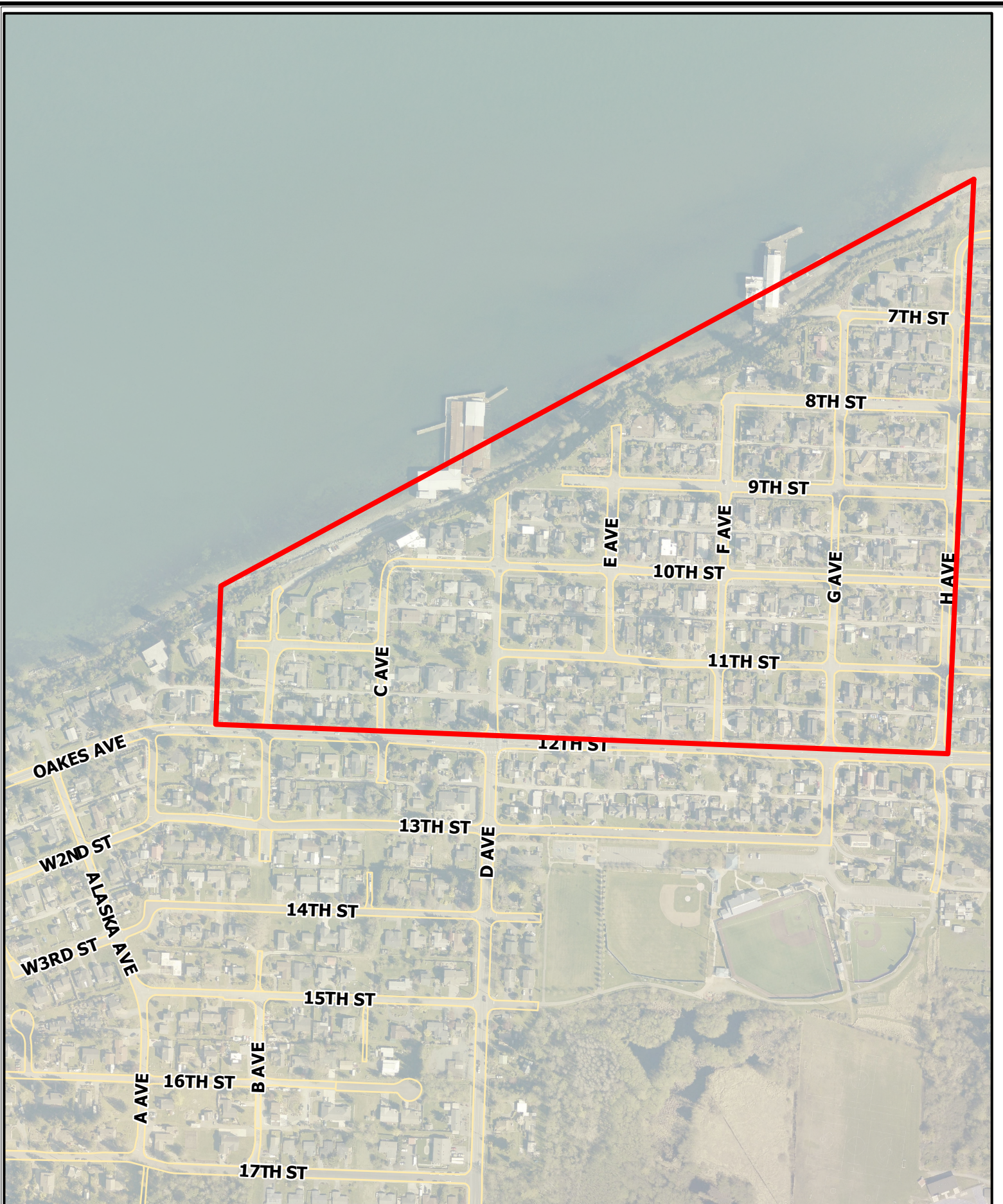
290	0.375	0.250	6.0	N walk 10th st. Near 1914 and utility pole	1.88
291	0.500	0.250	6.0	N walk 10th st. Near 1914 and mailbox	2.25
292	0.625	0.250	6.0	N walk 10th st. Near 1916 and stairs	2.63
293	0.500	0.250	6.0	N walk 10th st. Near 1916 across from 1915	2.25
294	0.500	0.000	5.5	N walk 10th st. Near 1918 across from 1915	1.38
295	0.500	0.000	5.3	N walk 10th st. Near 1918 and utility pole across from 1915	1.31
298	0.625	0.250	6.0	N walk 10th st. Near 2004 and stop sign across from 2005.	2.63
299	0.500	0.125	6.0	N walk 10th st. Near 2004 and stop sign across from 2005.	1.88
300	0.375	0.250	6.0	N walk 10th st. Near 2004 and utility pole across from 2005.	1.88
301	0.375	0.125	6.0	N walk 10th st. Near 2008 and utility pole across from 2007	1.50
302	0.750	0.250	6.0	N walk 10th st. Near 2012 driveway. across from 2007	3.00
303	0.375	0.250	6.0	N walk 10th st. Near 2012 driveway. across from 2011	1.88
304	0.750	0.375	6.0	N walk 10th st. Near 2016 and utility pole. across from 2015	3.38
305	0.500	0.375	6.0	N walk 10th st. Near 2016 and utility pole. across from 2015	2.63
307	0.500	0.250	5.8	N walk 10th st. Near driveway across from 2019	2.16
308	0.750	0.125	6.0	N walk 10th st. Near 2102 across from stopsign	2.63
309	0.750	0.000	6.0	N walk 10th st. Near 2102 across from stopsign	2.25
310	0.375	0.000	6.0	N walk 10th st. Near 2102 across from 2101	1.13
311	0.375	0.125	6.0	N walk 10th st. Near 2102 and water access panel. across from 2101	1.50
312	0.625	0.500	6.0	N walk 10th st. Near 2102 and water access panel. across from 2101	3.38
313	0.500	0.125	6.0	N walk 10th st. Near 2102 and utility pole. across from 2105	1.88
314	0.375	0.125	6.0	N walk 10th st. Near 2110 and utility pole. across from 2105	1.50
316	0.375	0.125	6.0	N walk 10th st. Near 2110. across from 2113	1.50
317	0.375	0.125	6.0	N walk 10th st. Near 2120. across from 2117	1.50
318	0.375	0.000	5.0	N walk 10th st. Near 2120. across from 2117	0.94
319	0.625	0.250	6.0	N walk 10th st. Near 2120. across from 2117	2.63
320	0.875	0.000	6.0	N walk 10th st. Near 2120. across from 2117	2.63
321	0.375	0.000	4.5	N walk 10th st. Near 2120 and utility pole. across from 2117	0.84
322	0.375	0.125	6.0	N walk 10th st. Near 2120 and utility pole. across from 2117	1.50

323	0.750	0.250	5.5	E walk D Ave. Near 2120 and utility pole. across from 2117	2.75
324	0.500	0.375	5.5	E walk D Ave. Near 2120 and utility pole	2.41
325	0.750	0.000	4.3	E walk D Ave. Near 2120 garage across from 2202	1.59
326	0.500	0.125	6.0	E walk D Ave. Near 2120 garage across from 2202	1.88
328	0.500	0.375	6.0	E walk D Ave. Near 901 across from 2202	2.63
329	0.750	0.000	2.5	E walk D Ave. Near 901 across from 2202. Possible bolt in ground	0.94
330	0.375	0.125	5.0	N walk 10 St. Near 2208 and utility pole. across from 2203	1.25
331	0.375	0.125	5.0	N walk 10 St. Near 2218 and storm drain. across from 2219	1.25
332	0.375	0.125	5.0	N walk 10 St. Near 2218 and storm drain. across from 2219	1.25
333	1.250	0.750	6.0	N walk 11 St. Near 2320 driveway. across from 2319	6.00
334	0.500	0.125	6.0	N walk 11 St. Near 2320 driveway. across from 2319	1.88
335	0.875	0.000	5.0	N walk 11 St. Near 2320 driveway. across from 2319	2.19
336	1.000	0.875	6.0	N walk 11 St. Near 2320 driveway. across from 2319	5.63
337	0.875	0.000	1.3	N walk 11 St. Near 2320. across from 2319	0.55
338	0.625	0.000	3.5	N walk 11 St. Near 2320. across from 2319. Partial L cut	1.09
339	0.375	0.000	2.5	N walk 11 St. Near 2320. across from 2319.	0.47
340	0.375	0.250	6.8	N walk 11 St. Near 2320 and utility pole. across from 2319.	2.11
341	0.625	0.125	6.0	S walk 10th St. Near 2219. across from 2218.	2.25
344	0.625	0.125	6.0	S walk 10th St. Near 2207 and water access panel. across from 2212	2.25
345	0.625	0.000	6.0	S walk 10th St. Near 2207 and stairs. across from 2208	1.88
346	0.375	0.125	6.0	S walk 10th St. Near 2207 and stairs. across from 2208	1.50
347	0.500	0.250	5.5	S walk 10th St. Near 2203. across from 2208 and utility pole	2.06
348	0.500	0.000	5.8	S walk 10th St. Near 2203. across from 2208 and utility pole	1.44
349	0.375	0.125	2.0	S walk 10th St. Near 2203 and stop sign.	0.50
350	0.375	0.000	4.0	S walk 10th St. Near 2203 and stop sign.	0.75
351	0.375	0.000	5.0	S walk 10th St. Near 2203 and stop sign.	0.94
352	0.375	0.250	6.0	S walk 10th St. Near 2117 and yellow fire hydrant	1.88

355	Recommended Replacement			S walk 10th St. Near 2113 across from utility pole. Painted orange. Recommend replacement hazard over 2	Recommended Replacement
357	0.750	0.000	4.5	S walk 10th St. Near 2101 across from 2102.	1.69
358	0.375	0.125	5.5	S walk 10th St. Near 2101 across from 2102.	1.38
359	0.500	0.125	6.0	S walk 10th St. Near 2101 across from 2102.	1.88
363	0.375	0.250	6.0	S walk 10th St. Near 2101 and stop sign. across from 2102.	1.88
364	0.500	0.250	6.8	S walk 10th St. Near 2019 and water access panel.	2.53
365	0.500	0.375	6.8	S walk 10th St. Near 2019 and water access panel.	2.95
366	0.375	0.250	6.0	S walk 10th St. Near 2015 and water access panel.	1.88
367	0.375	0.000	5.5	S walk 10th St. Near 2015 and water access panel.	1.03
368	0.500	0.000	5.5	S walk 10th St. Near 2015 across from 2016	1.38
369	0.500	0.000	6.0	S walk 10th St. Near 2015 across from 2016	1.50
370	0.500	0.125	6.0	S walk 10th St. Near 2011 and water access panel. across from 2012	1.88
371	0.500	0.125	6.8	S walk 10th St. Near 2011 and water access panel. across from 2012	2.11
372	0.375	0.125	5.0	S walk 10th St. Near 2011 and water access panel. across from 2012	1.25
373	0.375	0.250	6.0	S walk 10th St. Near 2011 and water access panel. across from 2012	1.88
376	0.625	0.000	4.3	S walk 10th St. Near 2005 stairs and bike route sign. across from 2004	1.33
377	0.500	0.125	6.0	S walk 10th St. Near 2005 and bike route sign. across from 2004	1.88
378	0.500	0.250	6.0	S walk 10th St. Near 2005 and corner. across from 2004	2.25
379	Recommended Replacement			S walk 10th St. Near 1915 and corner. across from 1918. Recommend Replacement panel is broken with movement	Recommended Replacement
380	0.375	0.375	6.0	S walk 10th St. Near 1915 and water access panel. across from 1916	2.25
381	0.375	0.250	6.0	S walk 10th St. Near 1915 and water access panel. across from 1916	1.88
382	0.375	0.250	6.0	S walk 10th St. Near 1915 and water access panel. across from 1916	1.88
383	0.375	0.250	6.0	S walk 10th St. Near 1915 and water access panel. across from 1916	1.88
386	0.750	0.000	4.5	S walk 10th St. Near 1905. across from 1914	1.69
387	0.375	0.000	4.0	S walk 10th St. Near 1905. across from 1914	0.75

388	0.375	0.250	6.0	S walk 10th St. Near 1905. across from 1914 utility pole	1.88
389	0.500	0.375	5.5	S walk 10th St. Near castle house stairs. across from 1914 utility pole	2.41
390	Recommended Replacement			S walk 10th St. Near 1819 and yellow fire hydrant. Recommend Replacement panels broken with cracks	Recommended Replacement
391	0.625	0.500	6.0	S walk 10th St. Near 1819 and yellow fire hydrant.	3.38
392	0.750	0.375	7.8	S walk 10th St. Near 1819 and yellow fire hydrant.	4.36
393	0.625	0.000	6.0	S walk 10th St. Near 1819 and yellow fire hydrant.	1.88
394	0.500	0.000	5.5	S walk 10th St. Near 1819 and yellow fire hydrant. partial cross cut	1.38
395	0.750	0.375	7.3	S walk 10th St. Near 1819 driveway. Across from 1820	4.08
396	0.625	0.375	6.0	S walk 10th St. Near 1819 driveway. Across from 1820	3.00
397	Recommended Replacement			S walk 10th St. Near 1819 driveway. Across from 1820. Recommend Replacement panel is heavily cracked	Recommended Replacement
398	0.500	0.250	6.0	S walk 10th St. Near 1813 and water access panel. Across from 1810	2.25
399	0.375	0.250	6.0	S walk 10th St. Near 1807 fence. Across from 1806	1.88
400	0.500	0.250	6.0	S walk 10th St. Near 1807 fence. Across from 1806	2.25
401	0.375	0.000	2.5	S walk 10th St. Near 1807 fence. Across from 1806	0.47
403	0.375	0.250	6.0	S walk 10th St. Near 1807 fence. Across from 1806	1.88
404	0.500	0.250	6.0	S walk 10th St. Near 1803 and crosswalk. Across from 1802	2.25
405	0.375	0.250	6.0	E walk D Ave Near 2120 and crosswalk.	1.88
406	0.375	0.000	7.5	N walk 12th St Near 2120 and utility pole	1.41
407	0.625	0.000	5.0	N walk 12th St Near 2120 and utility pole	1.56
408	1.000	0.250	3.8	N walk 12th St Near 2110 and light pole	2.34
409	0.375	0.250	3.8	N walk 12th St Near 2110 and light pole	1.17
410	Recommended Replacement			N walk 12th St Near 2014. Recommend Replacement panel is broken with movement	Recommended Replacement
411	Recommended Replacement			N walk 12th St Near 2006. Recommend Replacement panel is broken with missing sections	Recommended Replacement
412	Recommended Replacement			N walk 12th St Near 2006 and utility pole. Recommend Replacement hazard over 2	Recommended Replacement

413	0.625	0.000	4.0	N walk12th St Near 2004. And utility pole	1.25
414	0.500	0.125	4.0	N walk12th St Near 2004. And stop sign	1.25
415	0.500	0.125	4.0	N walk12th St Near 2004. And stop sign	1.25
416	0.750	0.000	4.3	N walk12th St Near utility pole across from speed limit sign	1.59
417	0.500	0.000	5.0	N walk12th St Near 1912 and utility pole	1.25
418	0.375	0.000	10.5	N walk12th St Near 1902. G Ave street sign and storm drain	1.97
419	0.375	0.250	7.8	N walk12th St Near 1119. Near utility pole and storm drain. CR	2.42
		Totals:	1958.8		740.81
Subtotal:					\$55,560.94



PW-24-155-TRN

2024 Trip Hazard Removal Project



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: May 20, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Approval of Public Participation Plan for 2025 Comprehensive Plan Update

Staff Contact(s): John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
John Coleman	Motion
John Coleman	

Item Summary: The City of Anacortes is conducting a required periodic update of its Comprehensive Plan. The Anacortes Comprehensive Plan is a broad statement of the community's values and vision for its future, directing the orderly and coordinated physical development of the City for the next 20 years. A major update to the Comprehensive Plan is conducted approximately every 10 years – this update is due by December 31, 2025.

The Washington State Growth Management Act (GMA) requires the periodic update of comprehensive plans and development regulations to ensure that they are consistent with recent changes to state law, updates to countywide planning policies, and to update information such as population changes and infrastructure needs and investments. The periodic update will include a review of the city's zoning policies and urban growth area (UGA) to ensure there is sufficient capacity of land available to accommodate projected housing and employment growth over the next 20 years.

One component of the required update is that the City establish a public participation program to engage with residents, stakeholders, tribes, and state agencies early and often. This Public Participation Plan (PPP) identifies how the City will provide for early and continuous public participation in the development and amendment of the Comprehensive Plan and development regulations implementing the plan, as required by the GMA. The PPP is not adopted as part of the Comprehensive Plan, but guides the update process. The PPP is intended to be a living document, meaning that it can be amended as necessary to assure that it provides up-to-date information to guide the outreach process. However, the Department of Commerce guidance still recommends that the council review and approve the PPP, even though it is not intended to be a static document. For this reason, staff recommends that the council approve the

document with a motion as opposed to a more formal resolution.

Staff, with the assistance of the consulting team (MAKERS), drafted a PPP in March 2024. That draft was put on the March 27, 2024 Planning Commission meeting agenda. A public hearing was set for the PPP on April 24, 2024 in front of the Planning Commission. At the hearing, three people spoke, all in favor of the PPP. The Planning Commission recommended that the City Council approve the PPP. The draft PPP and other background information are available on the PCED Department's 2025-45 Comprehensive Plan Update web page: <https://www.anacorteswa.gov/1650/2025-Comprehensive-Plan-Update>.

Budget Impact:

None

Previous Action:

Recommended Motion: Make a motion to adopt the Planning Commission's recommendation that the City Council approve the Public Participation Plan for the 2025-45 periodic Comprehensive Plan update.

Alternative Actions:

Attachments (listed in order presented):

1. PC recommended Public Participation Plan
2. Public Participation Plan 2025 Comp Plan (5-20-24)

Public Participation Plan for the City of Anacortes Comprehensive Plan Update

April 24, 2024

Introduction

The City of Anacortes is conducting a required periodic update of its Comprehensive Plan. The Anacortes Comprehensive Plan is a broad statement of the community's values and vision for its future, directing the orderly and coordinated physical development of the City for the next 20 years. A major update to the Comprehensive Plan is conducted approximately every 10 years – this update is due by December 31, 2025.

The Washington State Growth Management Act (GMA) requires the periodic update of comprehensive plans and development regulations to ensure that they are consistent with recent changes to state law, updates to countywide planning policies, and to update information such as population changes and infrastructure needs and investments. The periodic update will include a review of the city's zoning policies and urban growth area (UGA) to ensure there is sufficient capacity of land available to accommodate projected housing and employment growth over the next 20 years.

One component of the required update is that the City establish a public participation program to engage with residents, stakeholders, tribes, and state agencies early and often. This Public Participation Plan (PPP) identifies how the City will provide for early and continuous public participation in the development and amendment of the Comprehensive Plan and development regulations implementing the plan, as required by the GMA.

Roles and Responsibilities

The City of Anacortes is responsible for updating the Comprehensive Plan in compliance with the Growth Management Act. This responsibility includes actively inviting public input and coordinating with local, state, and regional agencies. The City has hired a consultant, MAKERS Architecture and Urban Design, to assist with the update process.

The Anacortes Planning Commission, an appointed advisory body, is required to review amendments to the Comprehensive Plan and development regulations, hold public hearings, and provide recommendations to the City Council.

The Anacortes City Council is responsible for considering the Planning Commission's recommendations and adopting the updated Comprehensive Plan and development regulations.

The Board of Skagit County Commissioners is responsible for making decisions on amendments to the county-wide planning policies and the Skagit County Comprehensive Plan, including any city-proposed changes to the Anacortes UGA boundary.

Public Participation Goals

Initial goals for community engagement for the Comprehensive Plan update include:

- Build awareness about the Comprehensive Plan, the development regulations, the process under which they are developed, adopted, and amended, and how the public can participate in the process.
- Spur a productive community conversation about Anacortes's long-term challenges and opportunities.
- Elevate the voices of communities most affected by past and current discriminatory land use and housing practices, who are vulnerable to potential impacts of plan outcomes, and/or who are historically underrepresented in planning processes. This could include, but is not limited to, youth, people of color, renters, and low-income individuals.
- Focus resources on soliciting input on elements of the update process likely to be of greatest interest/impact to the community.
- Offer engagement opportunities that are relevant to all audiences.
- Share data and community stories to increase the shared understanding of issues.

Audiences & Partners

There are multiple audiences and partners – individuals, agencies, and governments – that may participate in the Anacortes Comprehensive Plan update, and each may choose to engage in the process in different ways. The city will use the tools and actions in this public participation plan to reach and give a voice to as many of those people and organizations as possible. While outreach and engagement will focus on those who currently live, work, play or otherwise interact with Anacortes, the needs of those who *want* to live and work in the future in Anacortes will also be considered.

Participants in the update process are anticipated to include, but are not limited to:

- **Tribal governments:** Samish, Swinomish, Sauk-Suiattle, Upper Skagit
- **Members of the public:** Anacortes residents (current and future), workers, students, property owners, and business owners.
- **Non-governmental organizations:** Chamber of Commerce, service clubs, local environmental groups, Downtown Anacortes Alliance, religious institutions, Skagit Habitat for Humanity, Skagit Land Trust, Anacortes Community Health Council, Anacortes teachers and educational staff union, Boys and Girls Club of Skagit County, Anacortes Family Center, Transition Fidalgo, Skagit River System Cooperative, Evergreen Islands, Skagit Community Action, Kiwanis, Fidalgo Democrats, Skagit Republicans
- **Elected and appointed officials:** City Councilmembers, Planning Commissioners, Anacortes Housing Authority, Port of Anacortes, Island Hospital, Anacortes School District, Fidalgo Pool and Recreation District
- **Anacortes City Departments and Service Providers:** Public Works (Engineering, Operations, GIS, Water, Sewer, Stormwater), Human Resources, Parks and Recreation, Museum, Fiber, Police, Fire and Emergency Medical Services
- **Other Service Providers:** Electric, gas, cable, telecommunications providers, Skagit Transit
- **Counties/Cities/Towns:** Skagit County, Island County, La Conner, Oak Harbor
- **Washington State agencies:** Department of Ecology, Department of Commerce, Office of Financial Management, Department of Transportation (highways, aviation, ferries), Department of Fish and Wildlife, Department of Natural Resources, Department of Archaeology and Historic Preservation

- **Federal government:** Naval Air Station Whidbey, U.S. Coast Guard, Army Corps of Engineers, Federal Aviation Administration, National Parks Service

Communication Tools

The communication tools that will be used in the Comprehensive Plan update process may include, but are not limited to:

Webpage

Planning, Community & Economic Development Department (PCED) staff will maintain a distinct webpage with Comprehensive Plan information. Relevant documents and schedules will be posted on the webpage along with announcements and notices concerning upcoming meetings, hearings, and public involvement opportunities. The webpage URL is:

<https://www.anacorteswa.gov/1650/2025-Comprehensive-Plan-Update>

Subscription Email List

A subscription email list ([Notify Me®](#)) will be created for dissemination of announcements and notices to subscribed parties.

City Contact Email Address

A specific city email address (CompPlan@cityofanacortes.org) has been created for community members to send their comments throughout the update process. All comments received will be read and considered by staff and forwarded to the Planning Commission and City Council at appropriate times during the update process.

Direct Mail

Postcards or other informational materials may be directly mailed to residents during the update process to notify the public about opportunities to participate, key dates or deadlines, and/or public meetings and hearings.

News Release(s)

For major topics and decisions, the City of Anacortes may prepare press releases and distribute them to local papers.

Social Media

Established social media platforms will be used to promote public meetings and opportunities to participate in the comprehensive plan update process.

A-Town Is Our Town Quarterly Newsletter

Information about the Comprehensive Plan update process will be published in one or more editions of the A-Town, which is mailed to every resident in Anacortes.

Outreach Methods

Open Houses

Open houses may be held to encourage the public to review information at their own pace, with informational stations addressing different issues, and opportunities for providing feedback. Open houses may be held in-person or virtually.

Survey(s)

Surveys may be used to solicit input from a broad range of community members, including those who may be unlikely to attend in-person or virtual meetings. The surveys could be used to receive specific feedback on elements of the comprehensive plan update, or to help better understand the community's point of view on certain topics. Surveys could be web-based, in-person, or paper-based.

Targeted Stakeholder Interviews

Stakeholder interviews will be held with parties who can provide context on current Anacortes issues, opportunities, and priorities. The interviews can be conducted with individuals or groups of people.

Stakeholder interviews will consider opportunities to meet with frontline communities dealing with environmental health and climate change impacts, and communities who are historically underrepresented in planning processes.

Climate Policy Advisory Team

As recommended by Commerce Climate Element guidance, the City will form a Climate Policy Advisory Team (CPAT) to aid in the development of the Anacortes Comprehensive Plan Climate element.

Pop-Up Tabling at Specific Locations

City staff will go to where the community is at, and host pop-up tabling activities at specific locations. Pop-up events can coincide with popular events that take place at parks or community centers (e.g. youth sports games, the Port's Summer Concert Series), along with regularly scheduled community gatherings and festivals. Tabling can also take place at everyday locations, such as during lunch hours at popular restaurants and cafes or grocery stores at peak shopping times on weekends.

Each pop-up tabling opportunity should include visual material corresponding to the focus element and informational materials that direct people to the website.

Community and Civic Groups

City Staff will be available to meet with organized community and civic groups upon request throughout the project to offer updates and seek feedback. This opportunity should be identified on the project website, in newsletters, and whenever City staff engage with the public.

Public Meetings / Workshops

Public meetings and workshops will be held as informal public gatherings to solicit public feedback. When possible, public meetings may be scheduled as part of regular Planning Commission and City Council Meetings. Public meetings or workshops may involve presentations by city staff, question and answer sessions, and interactive activities.

Student and Teacher Outreach

To help the City get more youth engagement and input on the Comprehensive Plan, City staff can conduct outreach to local schools. The intent of the outreach is to augment civic education with an introduction to

students about planning and community concerns, with the intent of acquiring youth perspectives about local issues.

Preliminary Project Schedule

This schedule will be adjusted throughout the update process.

Activity	Time Frame (anticipated)
Project initiation	
Public participation plan	March – April 2024
Establish website, email list	March – April 2024
Project awareness building	March – May 2024
Shaping the Plan	
Agency / Partner Meetings	April – June 2024
Survey	April – May 2024
Workshop / Open House #1	May – July 2024
Pop-up tabling	April – September 2024
Stakeholder interviews	June – December 2024
Planning Commission Work Sessions	April 2024 – March 2025
Climate Policy Advisory Team meetings	May 2024 – February 2025
Student and teacher outreach	April – June 2024; October – December 2024
Workshop / Open House #2	September – November 2024
Refining the Plan	
Draft Comprehensive Plan Element Review	January – March 2025
Planning Commission meetings/ work sessions	January – March 2025
Workshop / Open House #3	January – March 2025
Adopting the Plan	
SEPA Determination	Spring 2025
Planning Commission Public Hearings & Recommendation	Spring – Summer 2025
City Council review and adoption	Summer – Fall 2025



Public Participation Plan – 2025 Comp Plan

City of Anacortes – Planning, Community & Economic
Development (PCED)

May 20, 2024 City Council Meeting



•••Tonight's Presentation



- 2025-45 Comp Plan Update Background
- Population/Housing Projections
- Housing Types/Affordability
- Land Capacity Analysis
- Public Participation Plan (Action)
- Next Steps

••• 2025 Update



- “**PLANACORTES 2025**”
- 2025-2045 planning period
 - 2025 Update webpage: <https://www.anacorteswa.gov/1650/2025-Comprehensive-Plan-Update>.
- GMA Periodic Update by Dec 31, 2025
- Created PPP
- Current 2016-2036 plan can be viewed here:
 - <https://www.anacorteswa.gov/245/Comprehensive-Plan>

••• 2025 Periodic Update



GMA - Mandatory Topics to Review and Revise

- Population projections
- Employment projections
- Available housing options for new residents by area median income (AMI)
- Climate Element
 - Resiliency sub-element
 - Greenhouse Gas Emissions sub-element
- Urban Growth Area (UGA)
- Critical Areas



July, 2016

••• 20-Year Population Projection



2022 population estimate =	17,983
2045 projected population =	<u>22,971</u>
23 years ~ 217 per year	4,988

2022 employment estimate =	9,503
2045 projected employment =	<u>12,648</u>
	3,145

••• 20-year Housing Growth



Now required to plan how to accommodate for housing in all income ranges. Projected NEW housing need through 2045. AMI = Area Median Income

Mt. Vernon-Anacortes AMI = \$102,800

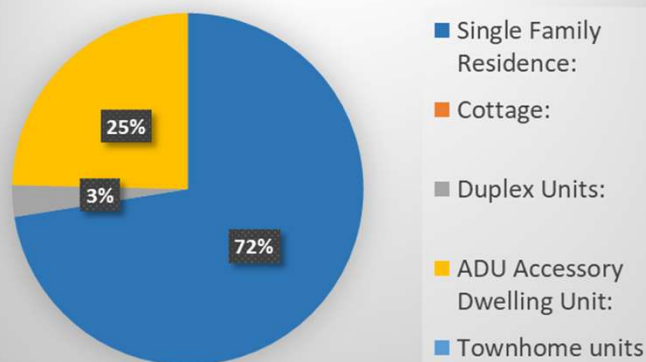
INITIAL 2045 HOUSING ALLOCATIONS IN SKAGIT COUNTY

Urban Growth Areas	Initial Allocation of Net New Housing Needed (2020-2045)						Total
	0-30% AMI*	31-50% AMI	51-80% AMI	81-100% AMI	101-120% AMI	Above 120% AMI	
Anacortes	924	592	422	226	201	577	2,942

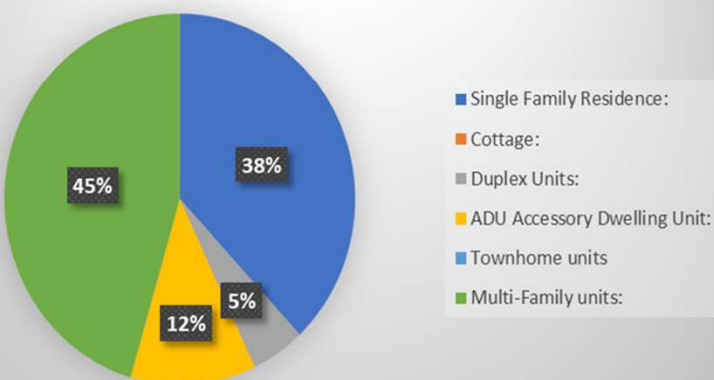
●●● Trends By Housing Type



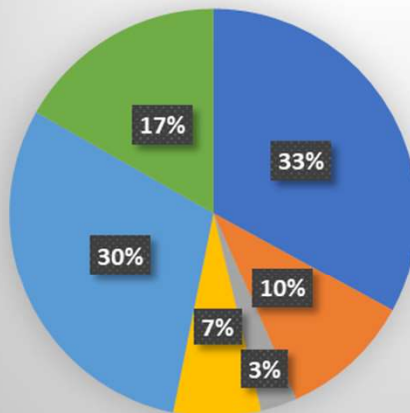
Housing by Type 2019



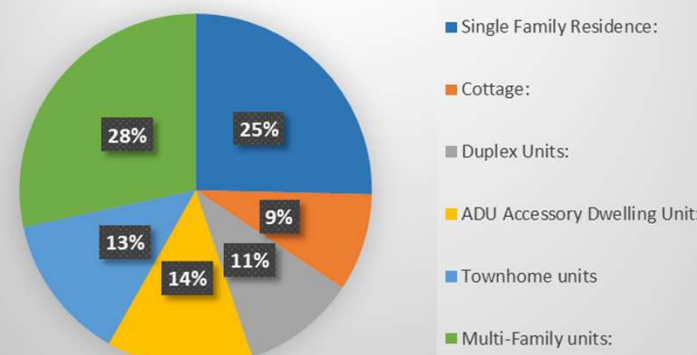
Housing by Type 2020



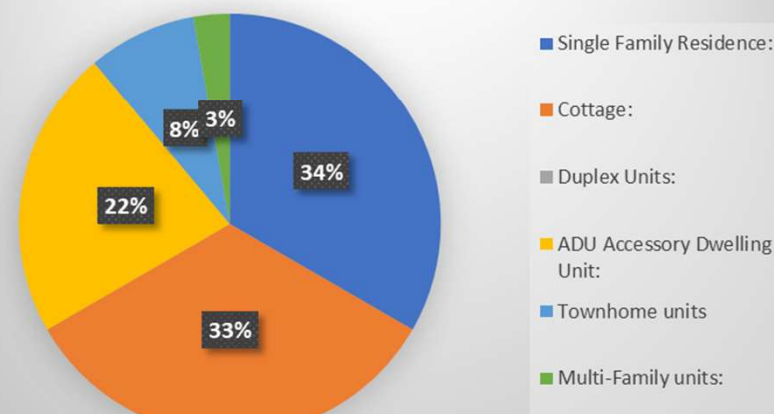
Housing by Type 2021



2022 With Hotel Conversion



2023 Q1-Q4



••• Studying Available Land



To know how to accommodate growth, we need to know how much land we have in each zone.

- Performing a land capacity analysis (LCA):
 - Will tell us how much land is undeveloped or underdeveloped
 - Will determine how many new residents or jobs can be accommodated on each parcel based on current zoning
- Results of LCA will guide how the city will accommodate growth
- Draft results to be presented at May 22 PC meeting

••• How To Accommodate Growth?

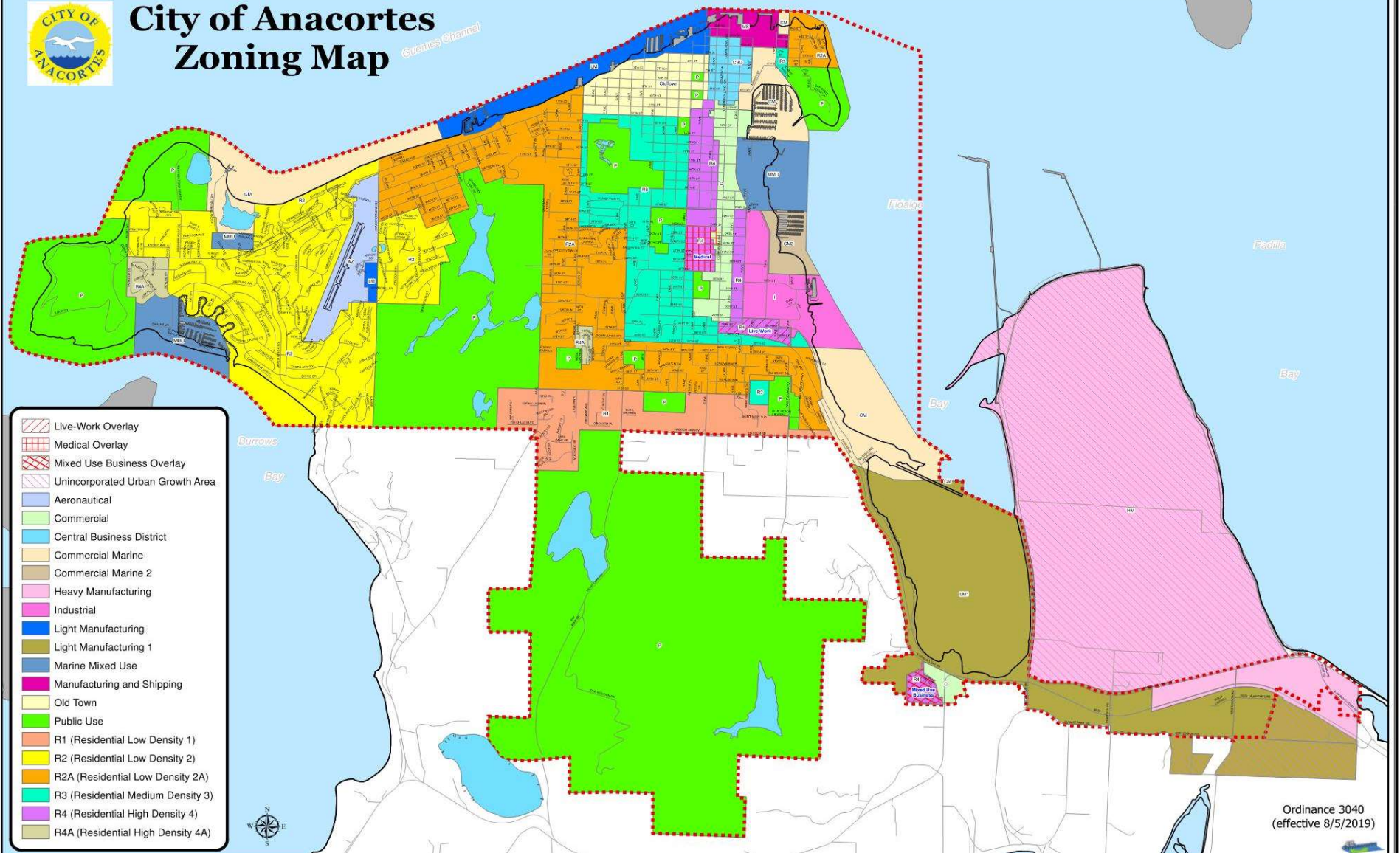


Council will be asked to decide how will Anacortes accommodate anticipated housing and new jobs – not tonight, but in the future.

- Increase allowed residential density?
- New zoning designations?
- Expand Urban Growth Area (UGA)?
- Mix of both?



City of Anacortes Zoning Map



•••Public Participation Plan



One component of the required update is that the City establish a public participation program to engage with residents, stakeholders, tribes, and state agencies early and often.

This Public Participation Plan (PPP) identifies how the City will provide for early and continuous public participation in the development and amendment of the Comprehensive Plan and development regulations implementing the plan, as required by the GMA.

•••Public Participation Plan



Roles and Responsibilities

- Planning Commission: Review, Hold Hearings & Make Recommendations
- City Council: Review & Make Decisions
- Board of Skagit County Commissioners: If UGA changes are requested by the city

●●●PPP Goals



- Build awareness about the Comprehensive Plan, the development regulations, the process under which they are developed, adopted, and amended, and how the public can participate in the process.
- Spur a productive community conversation about Anacortes's long-term challenges and opportunities.
- Elevate the voices of communities most affected by past and current discriminatory land use and housing practices, who are vulnerable to potential impacts of plan outcomes, and/or who are historically underrepresented in planning processes. This could include, but is not limited to, youth, people of color, renters, and low-income individuals.
- Focus resources on soliciting input on elements of the update process likely to be of greatest interest/impact to the community.
- Offer engagement opportunities that are relevant to all audiences.
- Share data and community stories to increase the shared understanding of issues.

●●●PPP Audience & Partners



- Tribal governments: Samish, Swinomish, Sauk-Suiattle, Upper Skagit
- Members of the public: Anacortes residents, workers, students, property & business owners.
- Non-governmental organizations: Elected and appointed officials: Anacortes City Departments and Service Providers: Other Service Providers: Electric, gas, cable, telecommunications providers
- Counties/Cities/Towns: Skagit County, Island County, La Conner, Oak Harbor
- Washington State agencies
- Federal government:

●●●PPP Communication/Outreach



Communication Tools

- Webpage:
<https://www.anacorteswa.gov/1650/2025-Comprehensive-Plan-Update>.
- Subscription Email List
- City Contact Email Address:
Compplan@cityofanacortes.org
- Direct Mail
- News Releases
- Social Media (PCED FB)
- A-Town Is Our Town Quarterly Newsletter

Outreach Methods

- Open Houses
- Surveys
- Targeted Stakeholder interviews
- Climate Policy Advisory Team (CPAT)
- Pop-Up Tabling at Specific Locations
- Community and Civic Groups
- Public Meetings/Workshops
- Student and Teacher Outreach

●●●PPP Schedule



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Draft Comprehensive Plan Element Review	January – March 2025
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Workshop / Open House #3	January – March 2025
Adopting the Plan	
SEPA Determination	Spring 2025
Planning Commission Public Hearings & Recommendation	Spring – Summer 2025
City Council review and adoption	Summer – Fall 2025

[illegible]

City of Anacortes 2025 Comp Plan Update																									
Anticipated Work Schedule and Timing This schedule will change.		Year 2024												Year 2025											
Last Updated 5/17/24		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Climate Element & Comp. Plan Integration																									
Task 8: Integrate goals and policies													Draft comp plan			SEPA and adoption support									
CPAT meetings (establish CPAT after 1st open house/workshop)																									
Critical Areas Regulation Updates																									
BAS review and Gap Analysis																									
Draft regulations																									
Final regulations																									
Development Regulation Updates																									
Code Concepts																									
1st Draft Code																									
Refine and Adopt																									
City Adoption Process																									
SEPA Checklist and documentation																									
Planning Commission public hearings & recommendation																									
City Council Adoption																									
Skagit County Adoption Process (based on 2/21/24 schedule)																									
1st Draft Plan																									
SEPA Checklist; documentation; comment responses																									
2nd Draft Plan & Adoption																									

•••Action on PPP



- Guidance Recommends Council Approve PPP
- Fluid Document – intend to modify if appropriate
- Request that Council Approve the PPP by Voice Vote, Not a Formal Resolution
- Makes future Changes Easier

•••Next Steps



- \$125k Comp Plan grant / \$500k Climate grant
- MAKERS Contracts Comp Plan & Climate Element
- LCA Presentation to PC on May 22 (6:00PM)
- **Open House Wednesday June 5**
6:00 – 8:00PM – Council Chambers
Presentation at 6:30pm covering:
 - Comprehensive planning basics
 - New state requirements for Climate planning in the Comprehensive Plan
 - Initial findings from the land capacity and housing needs analysis
 - Next steps and how to stay informed

About the Open House:

This event will kick off the 2025 Anacortes Comprehensive Plan Update process. The open house format will include stations with informational boards and handouts providing information about the Comprehensive Plan, along with opportunities to provide feedback and ask questions of city staff and consultants.

A presentation beginning at 6:30pm will cover:

- Comprehensive planning basics
- New state requirements for Climate planning in the Comprehensive Plan
- Initial findings from the land capacity and housing needs analysis
- Next steps and how to stay informed

We hope to see you there!

For more information and to stay involved:

**Visit the City's
project webpage:**

<https://www.anacorteswa.gov/1650/2025-Comprehensive-Plan-Update>



**Like us on
Facebook!**
Find
"Anacortes
PCED"



Provide feedback anytime!

Email:

CompPlan@cityofanacortes.org

Mail:

Anacortes Planning Dept.

Attn: Comp. Plan

PO Box 547

Anacortes, WA 98221



Planning, Community & Economic Development Department

904 6th Street / PO Box 547
Anacortes, WA 98221

2025 Comp Plan email: Compplan@cityofanacortes.org
Planning General: 360-299-1984 pced@cityofanacortes.org





City Council Agenda Bill

Meeting Date: May 20, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Contract Modification: R Avenue Long-Term Improvement Project - Consultant Services #20-127-TRN-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks Council consent to issue a contract modification to H.W Lochner, Inc. in the amount of \$54,300.00, increasing the total contract price to \$885,452.00. This modification will allow for construction engineering support for the R Avenue Long-Term Improvement project including design of a waterline on 29th Street from Commercial Avenue to Q Avenue, then southerly to 30th Street.

Background:

- 1. Reason for Contract Change:** H.W. Lochner provided construction engineering services during construction of the R Avenue Long-Term Improvement Project. This included designing a water line replacement during the construction project, which allowed the contractor to replace the waterline as part of the project.
- 2. Competitive Bidding:** On August 12, 2020, the City issued a [Request for Qualifications](#) and received 7 proposals by the September 9, 2020 deadline. The proposals were evaluated and scored by a committee, and H.W. Lochner, Inc. was selected.
- 3. Key Terms:** Addition of \$54,300.00, no change in term length.

Budget Impact:

Consultant	H.W Lochner, Inc.
Original Agreement Amount	\$573,207.00
Supplemental 01	\$0
Supplemental 02	\$0

Supplemental 03	\$257,945.00
Current Agreement Amount	\$831,152.00
Change Per this Modification	\$54,300.00
Total After Modification	\$885,452.00
Earmarked Funds	\$5,625,013.00
BARS #	105.720.595.30.63
Paid on Contract as of 5/14/24	\$820,174.75
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2024

Previous Action: Council approved Contract [20-127-TRN-001](#) at the [1/4/2021](#) meeting. Two supplementals to extend the period of performance have been executed. [Supplemental 03](#) was approved at the [8/21/2023](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 20-127-TRN-001 with H.W Lochner, Inc. in the amount of \$54,300.00, increasing the total contract price to \$885,452.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 20-127-TRN-001 Supplemental 04



Supplemental Agreement Number <u>04</u>		Organization and Address	
Original Agreement Number 20-127-TRN-001		City of Anacortes PO Box 547 Anacortes, WA 98221 Phone: 360-299-1971	
Project Number 20-127-TRN-001	Execution Date	Completion Date 12/31/2024	
Project Title R Avenue Long-Term Improvement Project	New Maximum Amount Payable \$885,452.00		
Description of Work The work to be performed by the Consultant consists of preparing preliminary engineering design for improvements to R Avenue at the 30th and 34th street intersection, and Q Avenue between 30th and 32nd streets. The proposed improvements include constructing a roundabout at 30th Street and R Avenue, which will include improving Q Avenue between 30th Street and 32nd Street, making R Avenue at 32nd a right turn only intersection, closing the gaps in the existing boulevard median in R Avenue to make all intersections, except for 30th and 22nd right-in-right-out (RIRO) only intersections, and street lighting.			

The Local Agency of City of Anacortes
desires to supplement the agreement entered in to with H.W Lochner, Inc.
and executed on 02/10/2021 and identified as Agreement No. 20-127-TRN-001
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
The Scope of Work is amended to include the attached Exhibit A-2.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:
The current contract amount of \$831,152.00 is increased by \$54,300.00, for a total of \$885.452.00.

as set forth in the attached Exhibit A-2, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: Matt Miller

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A-2 for:

R Avenue Long-Term Improvement Project
City Project No. PW#20-127-TRN

April 2024



Prepared for:
City of Anacortes, Washington
904 6th Street
Anacortes, WA 98221



Prepared by:
Lochner
1500 East Broadway
Mount Vernon, WA 98274

Contract Scope is revised as follows:

The City of Anacortes Project Manager requested Lochner provide construction engineering support for the construction phase of the R Avenue Long-Term Improvement project. The Project Manager also requested Lochner provide engineering services for water main upgrades and grant-funding assistance to upgrade the water mains along 29th Street from Commercial Avenue to Q Avenue, along Q Avenue from 29th Street to 30th Street, and along 32nd Street within the limits of the new intersection pavement improvements as part of the Q Avenue phase of the project. Lochner has tracked these tasks under the previous supplement.

The City of Anacortes R Avenue Long-Term Improvement Project (Project) scope of work is amended to include the following revisions:

On-Call Construction Engineering Support:

- Review requests to change or modify the work shown in the plans and/or specifications.
- Prepare change order documents (plan revisions, special provisions) for changes to the project as directed by the City Project Manager or in response to additional information from the field including replacing a 6-inch and 12-inch water main and extending a sewer side service to the Skate Park.
- Prepare written documentation responding to request for information.
- Review and respond to unanticipated conditions affecting design that occur during construction.
- Review shop drawings and material submittal reviews for general conformance to the contract documents, as directed by the City Project Manager.
- Visit site and meet with contractor, as necessary, including final construction walkthroughs.
- Coordinate, collect, and assemble as-built survey information of completed installations from the project contractor/surveyor.
- Formulate CAD work for, respond to comments on, and submit stamped construction Record Drawings for City archiving.

Estimate to complete task: \$41,350

29th Street Water Extension:

- Coordinate with the City on design and review as-built information provided by City.
- Prepare and submit 90% water system drawings, special provisions, and engineer's estimate for City review and comments.
- Coordinate with the City on 90% design review comments.
- Incorporate City comments and revisions into an Ad-ready contract bid package sufficient for design approval and issuance for construction.

Estimate to complete task: \$12,950

Contract Schedule is revised as follows:

No change is expected to the schedule for this supplement. `

Contract Budget is revised as follows:

We request a budget supplement to complete the On-Call Construction Engineering Support and 29th Street Water Extension tasks in the amount of **\$54,300.00**.



City Council Agenda Bill

Meeting Date: May 20, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Contract Modification: Water Quality Assessment & Planning Project #21-184-WTR-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks Council consent to issue a contract modification to Confluence Engineering Group LLC in the amount of \$40,422.00, increasing the total contract price to \$185,382.00. This modification provides for an addition to the Scope of Work to include developing a Distribution Main Cleaning program design and providing training as needed for directional flushing of water mains. Directional flushing of water mains can improve water clarity by flushing the water and solids that settle in the water mains over time.

Background:

1. Reason for Contract Change: This is authorizing the Optional Tasks from the original agreement.
2. History: The City has experienced increasing customer concerns and operational challenges related to periodic discolored water. Discoloration has been noted in certain areas, and the cause of this discoloration is currently under investigation. The discoloration is not a water quality issue and the water is safe to drink. This is the optional task from contract Phase 2.
3. Key Terms:
 - Work will be performed on a time and materials basis not-to-exceed \$185,382.00; no change in term.
4. Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Confluence Engineering Group LLC
Original Agreement Amount	\$44,982.00
Modification 01	\$0 – time extension
Modification 02	\$99,978.00
Modification 03	\$0 – time extension
Modification 04	\$0 – time extension
Current Agreement Amount	\$144,960.00
Change Per this Modification	\$40,422.00
Total After Modification	\$185,382.00
Earmarked Funds	\$185,382.00
BARS #	401.740.534.62.41
Paid on Contract as of 5/14/24	\$138,747.22
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/24

Previous Action: Contract [Modification 02](#) was approved at the [3/14/2022](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 21-184-WTR-001 with Confluence Engineering Group LLC in the amount of \$40,422.00, increasing the total contract price to \$185,382.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 21-184-WTR-001 Mod 05



Date May 20, 2024
Page 1 of 1 Page

Contract Title WATER QUALITY ASSESSMENT & PLANNING PROJECT
Consultant CONFLUENCE ENGINEERING GROUP LLC

BACKGROUND

This modification is issued in accordance with Article 22, Changes/Additional Work and provides for an addition to the Scope of Work to include developing a Distribution Main Cleaning program design and provide identified training. Accordingly, the contract price is increased by \$40,422.00, from \$144,960.00 to \$185,382.00, and the following changes are incorporated under this contract:

ARTICLE 1. Scope Of Work. The following third paragraph is added:

“Per Modification 05, the Consultant shall perform Task 5 for the Water Quality Assessment and Planning Project – Phase 2, as detailed in Exhibit C, which is attached hereto and incorporated by reference.”

ARTICLE 3. Price and Payment Terms. The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not to exceed **One Hundred Eighty-Five Thousand Three Hundred Eighty-Two Dollars (\$185,382.00)**. The billable rates for services provided shall be in accordance with Exhibits A, B, and C.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

CONFLUENCE ENGINEERING GROUP LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$44,982.00</u>	Original Contract Completion Date	<u>12/31/2021</u>
Current Agreement Amount	<u>\$144,960.00</u>	Current Contract Completion Date	<u>12/31/2024</u>
Change Per this Modification	<u>\$40,422.00</u>	Net Change	<u>0</u>
Total After Modification	<u>\$185,382.00</u>	Contract Completion Date After Change	<u>12/31/2024</u>

Task 5 – Distribution Main Cleaning Program Design & Training

Objective

Building on information from Task 2, Confluence will assist the City to develop a Distribution Main Cleaning program design and provide identified training. This scope will involve facilitating the work to frame the extent of the program, in terms of system coverage and cleaning approaches. This will be followed by development of the Unidirectional Flush sequence process for one area within the DS, and training for City Staff in the process of developing zone definitions within the area, and layout of flush sequences. This work will require support from City staff for mapping and hydraulic modeling details in order to implement the plan across the selected area of interest.

This task will collate all the components parts from Tasks 2 into a single program document. An outline of expected task activities is:

Activities

1. Together with City personnel, using an online meeting format, scope the main cleaning program geographic extent, identifying the area within the DS to be included. (Current assumption is that the full retail service area will ultimately be included in the long-term plan).
2. Define the applicable cleaning strategies and develop cleaning sequences (2 zones, up to 20 miles of pipe) and provide training to City Personnel in DS zone selection & sequence development. Training anticipated to be up to 8 hours on site.
3. Prepare DRAFT and FINAL Main Cleaning Program Plans. This will include documentation of program purpose, design, program elements, and recommended staffing requirements for program implementation, as well as SOPs, and tools for monitoring and data collection. An up to 2-hour online presentation of the Plan will be provided to City Personnel to aid in their review process.
4. Supplemental Project Management Support.

Deliverables

1. Agenda and Presentation materials for plan scoping meeting (Task 5.1).
2. DRAFT and FINAL Main Cleaning Program Plan (Task 5.4).
3. Agenda and Presentation materials for DRAFT Main Cleaning Program Plan overview meeting (Task 5.4).

City's Responsibilities

1. Participate in Plan Scoping Meeting and on-line presentation of findings.
2. Provide personnel for onsite training related to Mains Cleaning area selection and sequence design.
3. Review the DRAFT Plan and provide a consolidated set of review comments.
4. Implement the process for development of main cleaning sequences through the remainder of the distribution system.

Fee Estimate

The additional fee estimate for Task 5 is **\$40,422**, available only as separately authorized. The detailed build-up of this fee is provided in the tables below.

Water Quality Assessment & Planning Project - Phase 2											
Fee Estimate											
		Melinda Friedman	Chris McMeen	Alex Mofidi	Michael Hallett/ Al Vetrovs	Virpi	Danbi Won				
		Project Principal/QC	Project Manager	Technical Lead	Field/ Business	Project Engineer	Project Engineer	Total Hours	Total Labor	Total Direct Costs ⁽¹⁾	Total
Task		\$279	\$251	\$247	\$174	\$174	\$120		(\$)	(\$)	(\$)
5.0 Distribution Main Cleaning Program											
		6	86	0	98	0	0	190	\$40,312	\$110	\$40,422
5.1	Scope main cleaning program extent		8		8				\$3,400		
5.2	Define the applicable cleaning strategies, area & sequence Development & training		30		60				\$17,970	\$110	
5.3	Prepare Main Cleaning Program Documentation	4	40		24				\$15,332		
5.4	Supplemental Project Management Support	2	8		6				\$3,610		
	Totals	6	86	0	98	0	0	190			
	Costs (Task 5)	\$1,674	\$21,586	\$0	\$17,052	\$0	\$0		\$40,312	\$110	\$40,422
<i>Notes 1. Includes travel, meals, equipment fee for field analytical equipment, if applicable Excludes commercial laboratory fees, which are to be paid directly from City to lab(s).</i>											

Water Quality Assessment & Planning Project - Phase 2											
Other Direct Costs											
		Rental Car			Gas	Meals	Lodging	Analytical Equip.			Total
Task		Days	Rate	Cost	Cost	\$25/day/person	\$125/night	Days	Rate	Cost	Cost
5.2		1.0	\$40	\$40	\$20	\$50					\$110



City Council Agenda Bill

Meeting Date: May 20, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3155: 2024 Lodging Tax Advisory Committee Appointment Filling a Vacancy

Staff Contact(s): Stephanie Snyder, John Coleman, STEVE HOGLUND

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

GREG FRANCIOCH

Resolution

John Coleman

STEVE HOGLUND

DARCY SWETNAM

Item Summary: Resolution 3155 will appoint Kristy Southard to serve on the 2024 Anacortes Lodging Tax Advisory Committee (LTAC) in accordance with [Anacortes Municipal Code Chapter 2.48](#). This appointment fills one of three seats that are allocated to organizations that are authorized to be funded by the lodging tax after the resignation of Anastasia Brencick. The LTAC Chair, Ryan Walters, and Mayor Pro Tem, Carolyn Moulton, recommend the appointment of Ms. Southard.

Budget Impact:

none

Previous Action: City Council approved 2024 LTAC appointments via [Resolution 3146](#) at the [February 12, 2024](#), regular City Council meeting.

Recommended Motion: I move to adopt Resolution 3155, approving the appointment of Kristy Southard to the Lodging Tax Advisory Committee for the remainder of 2024.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3155 - Filling LTAC Vacancy

Resolution 3155

A Resolution Making Appointments to the Lodging Tax Advisory Committee for 2024

Whereas AMC Chapter 2.48 establishes the City's Lodging Tax Advisory Committee, the qualifications of its membership, and the process for appointments;

Whereas RCW 67.28.1817 and AMC 2.48.030 authorize the City Council to appoint members of the Lodging Tax Advisory Committee;

Whereas AMC 2.48.030 provides that appointments last for the remainder of the calendar year and automatically terminate at the end of the year;

Whereas City Council made appointments to the Lodging Tax Advisory Committee for 2024 via Resolution 3146;

Whereas a mid-year vacancy has arisen on the Lodging Tax Advisory Committee due to the resignation of member Anastasia Brencick;

Now therefore be it resolved that:

Kristy Southard is hereby appointed to the Lodging Tax Advisory Committee for the remainder of 2024 to fill the empty seat representing organizations potentially funded by lodging tax revenue.

PASSED AND APPROVED by the City Council this 20th day of May, 2024.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA #40530
City Attorney