

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 19, 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. Housing Affordability and Community Services Committee (Report)
 - c. Public Works Committee (Report)
 - d. Parks and Recreation Committee (Report)
 - e. Personnel Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of August 12, 2024 (Action)
 - b. Approval of claims in the amount of \$1,394,658.75 (Action)
 - c. Special Event Application: Anacortes Half Marathon & 5K (Action)
6. **Public Hearings**
 - a. * Public Hearing on Increasing Solid Waste Rates (Discussion)
7. **Other Business**
 - a. Contract Award: 2024 Sewer Mains Replacement #24-112-SEW-001 (Discussion/Action)
 - b. Contract Modification: Water System Plan Update #21-173-WTR-001 (Discussion/Action)

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

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

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- c. Contract Award: Whistle Lake High Hazard Potential Dam (HHPD) Risk Assessment #24-229-ENG-001 (Discussion/Action)
 - d. Interlocal Agreement #24-228-PRK-001 with Skagit County for Depot Plaza Expansion Funding (Discussion/Action)
 - e. * Ordinance 4086: Amending AMC Titles 15, 17, and 19 for the Purpose of Renumbering and Removal of Expired Provisions (Discussion/Possible Action)
 - f. Review of Planning Committee's Housing Action Plan Recommendations (Discussion/Action)
8. **Adjournment**

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- *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.

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

August 19, 2024
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

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

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

Name

Topic

- Lori Maul

Thank yous

Continue on back of sheet as needed

Anacortes City Council Minutes - August 12, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of August 12, 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 thanked Anacortes Police Department for putting on National Night Out, announced that he had attended the groundbreaking for the Skagit Stabilization Treatment and Recovery Center, and the upcoming Ready to Learn Fair on Saturday, August 17th from 9-12pm.

Finance Committee

Mr. McDougall reported from the Finance Committee meeting held August 8th. The topics discussed included revenues, expenditures and cash flows, particularly sales and utility taxes, the upcoming fiber bond to be completed by the end of the year, the Anacortes Cinema, and water consumption rates.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topics discussed included a draft ordinance for reorganizing the development code, the recommended measures from the Housing Action Plan, and an interim ordinance that would revise procedures for permit applications.

Port / City Liaison Committee

Mr. Walters reported from the Port / City Liaison Committee meeting held August 6th. The topics discussed included the planned event facility, specifically funding, projected revenue and operating costs, and the interlocal agreements that would formalize those elements of the project.

Mr. Young asked if the Port and City were discussing a possible public-private partnership. Mr. Walters responded that Mayor Miller is seeking private donations, but that having a private company run the event center is not being pursued.

Public Safety Committee

Ms. Cleland-McGrath reported from the Public Safety Committee meeting held August 6th. Police topics discussed included the Crime in Washington report for 2023 and a hiring and training update.

The Fire / EMS topics discussed included call volume, the fourth unit deployment update, and the ladder truck deployment process.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held August 9th. The topics discussed included a discussion with invited stakeholders, including the Downtown Anacortes Alliance, the Samish Indian Nation, the Anacortes School District, and Marathon Petroleum. The primary goal of the discussion was to understand individual and collective challenges, the focus of efforts, and survey development. Mr. McDougall reported on the competitive advantage gained by having a municipal fiber optic network.

Public Comment

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

Consent Agenda

Ms. Hubik removed Item 5.c. from the Consent Agenda and moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of August 5, 2024

b. Approval of claims in the amount of \$1,200,205.71

The following vouchers/checks were approved for payment:

EFT numbers: 110094 through 110147, total \$983,460.73

Check numbers: 110148 through 110175, total \$209,009.19

Wire transfer numbers: 352146 through 352490, total \$7,735.79

Contract Award: Senior Center A/C Furnace System #24-218-FAC-001

Mr. Fantini announced that, as a member of the Senior Center Foundation, he would recuse himself from the vote. Mr. Walters announced that as a member of the Senior Center Foundation, which is an organization that funds the Senior Center, he would not receive any benefit from the contract award and thus would not recuse himself from the vote.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to authorize the mayor to sign contract #24-218-FAC-001 with Blythe Mechanical, Inc. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Abstentions: TJ FANTINI. Result: Passed

Other Business

Pavement Management Presentation

City Engineer Logan Lee introduced Joel Conder of Capitol Asset & Pavement Services, who presented a pavement management update for city roadways, referring to a slide presentation that was included in the packet materials for the meeting.

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

Discussion topics included:

- New streets that do not receive a perfect score.
- Gravel does not equal impassable.
- The condition of Commercial Avenue going through downtown.
- Use of pavement management funds to focus on resurfacing Commercial Avenue.
- Increasing the budget amount to \$2.5 million.
- K Avenue resurfacing - project level assessment is required.
- The Pavement Condition Index score comparison is improving over time and will peak at 75 to 77 under the current funding model.
- A map showing poor and very poor roadways.
- Balance maintaining major thoroughfares with less well traveled streets in great need of repair.
- Operations staff do an excellent job of maintaining streets in-house.
- Current funding levels will be inadequate over future years.
- Accounting for inflation in funding levels.
- Using funds to resurface Commercial Avenue is not detrimental to maintaining the overall pavement condition index.
- Updated section selection for treatment for the next 10 years.

- Have previous recommendations been followed?

Resolution 3162: Waiving Competitive Bidding Requirements for WWTP NOV/Moyno Positive Displacement Pumps, Parts, and Components

Wastewater Treatment Plant Manager Brian Walker presented proposed resolution 3162 that would waive the competitive bidding requirements for the purchase of Wastewater Treatment Plant NOV/Moyno positive displacement pumps, parts and components.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to approve Resolution 3162 as presented. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Movie Theater Purchase and Sale Agreement

City Attorney Darcy Swetnam introduced the proposed purchase and sale agreement for the Anacortes Cinemas building, detailing that the purchase price is \$500,000 with a 30-day feasibility period during which time the City will evaluate the continued lease between the subtenant and the City as to the operation of the movie theater, referring to a slide presentation that was added to the packet materials for the meeting.

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

Linda Martin of Anacortes commented on past actions and discussions of the council on the issue and fiscal considerations of the agreement, asking what is the purpose of the city and is it appropriate for the city to manage or procure the building without having a budgeted outlay. She asked for clarification regarding the Council's purpose and funding strategy, urging the Council not to move forward with the purchase and sale agreement.

Suzanne Rohner of Anacortes echoed Ms. Martin's sentiments, pointing out that the City Council had passed up a previous opportunity to amend the lease. She asked what the Council's long-term purpose and motivation was for this agreement.

Discussion topics included:

- What are the parameters for the success or failure of the feasibility study?
- Continue to operate a movie theater and clean up the messy arrangement that exists today.
- Get a longer-term lease accomplished with the current tenant without exposing taxpayers to additional costs.
- 30-day versus 60-day feasibility period. Is it possible to extend the feasibility period to 60 days or go back to October 4th?
- Possible use as an arts center or for housing.
- A 5-year lease extension is a must.
- Public conversation about what to do with the property after the 5-year extension.
- Not the role of city government to determine the success or failure of a business.
- Potential future uses of the property.
- How to differentiate this transaction from others?
- Funding is available via commercial loan or possible bonding.
- A 20-year consumer loan with annual debt service of approximately \$41,000. Total of \$320,000 in interest over the life of the loan.
- A means for the city to buy back control of land which it owns.
- A unique scenario that will not be replicated.

- Providing confidence to the operator that it will continue to be a movie theater.
- The council is able to review the funding sources and financing arrangements.
- What happens if the subtenant tries to use the building for a different purpose?
- No guarantee that the operator would be successful and provide payments to cover debt service.
- Worst-case scenario if the council does nothing.

RYAN WALTERS moved, seconded by AMANDA HUBIK, to authorize the mayor to execute the purchase and sale agreement.

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

Adjournment

There being no further business, at approximately 7:43 p.m. the Anacortes City Council meeting of August 12, 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 August 19, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352957	7/12/2023	230090	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES INTAKE STATION HEATER REPAIR	\$ 1,439.47	pw1
352830	5/7/2024	42419	WESTERN SYSTEMS REFUSE &	SEWER CAMERA REPAIR	\$ 4,040.71	dshop
352800	6/11/2024	INV00391612	USA BLUE BOOK	LAB SUPPLIES	\$ 93.25	dwwtp
352967	6/24/2024	18879	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 6/21/24	\$ 13,890.57	pw1
352959	6/30/2024	1446	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA- 4539-DR - JUNE 2024	\$ 2,119.55	pw1
352960	6/30/2024	1449	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - JUNE 2024	\$ 2,472.81	pw1
350722	7/1/2024	07/01/2024	ISLAND FIREWOOD CO., LLC	WA PARK FIREWOOD FOR RESALE	\$ 1,250.00	parks1
352949	7/2/2024	1023	DOWNTOWN ANACORTES ALLIANCE	DOWNTOWN ANACORTES ALLIANCE SERVICES AGREEMENT	\$ 15,000.00	pw1
352543	7/2/2024	61355	AMERICAN DISTRIBUTING COMPANY	SUPPLIES FOR STREET DEPT	\$ 10,918.85	dshop
352955	7/3/2024	7044-9	THE SHERWIN WILLIAMS CO	TRAFFIC MARKING PAINT - 2024	\$ 6,707.52	pw1
352954	7/19/2024	0809-2	THE SHERWIN WILLIAMS CO	TRAFFIC MARKING PAINT - 2024	\$ 6,142.33	pw1
352966	7/22/2024	18960	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 7/19/24	\$ 19,084.90	pw1
352931	7/23/2024	3rd QTR 2024	SKAGIT COUNTY DISTRICT COURT	3RD QTR 2024 JUDICIAL SERVICES	\$ 24,478.25	court
352945	7/23/2024	Pay App 001	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND - 6/1/24- 6/30/24	\$ 772,790.37	pw1
352968	7/24/2024	2892727	FOSTER GARVEY PC	MUNCE WRIT OF MANDAMUS	\$ 29,468.73	legal
352840	7/26/2024	9970074927	VERIZON WIRELESS	WTP SCADA 6/27-7/26/24	\$ 914.36	dwwtp
352958	7/29/2024	116171	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL	\$ 292.50	legal
352816	7/29/2024	1227	FIDALGO CLEANING	APD CLEANING & SUPPLIES 7/29- 8/11/24	\$ 875.00	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352808	7/29/2024	1494769	LIFE ASSIST, INC	SUMP PUMPS, SYRINGES, STETHOSCOPES	\$ 177.24	medic
352935	7/29/2024	901685	CASCADE COLUMBIA DISTRIBUTION	SODIUM HYPOCHLORITE	\$ 13,256.67	dwtp
352673	7/30/2024	57300	SCRAP-IT	SCRAP RV TOW	\$ 2,820.12	dshop
352828	7/31/2024	0173	SKAGIT COUNTY SOLID WASTE FUND	JULY TONNAGE HAULED	\$ 103,510.16	dshop
352643	7/31/2024	13210	PETDATA, INC	PETDATA LICENSING FEES JULY	\$ 500.00	finance
352956	7/31/2024	237069	BLYTHE MECHANICAL, INC	WTP WATER HEATER EXPANSION TANK REPLACEMENT	\$ 800.01	pw1
352921	7/31/2024	24-21422	EDGE ANALYTICAL, INC	WATER ANALYSIS - IOC INTOWN	\$ 1,125.00	dwtp
352922	7/31/2024	24-22122	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
352923	7/31/2024	24-22133	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH INTOWN	\$ 133.00	dwtp
352725	7/31/2024	267768	INFOSEND, INC.	JULY 2024 PROCESSING	\$ 18.40	finance
352933	7/31/2024	52345	PACIFIC SECURITY	SECURITY DETAIL	\$ 684.95	court
352934	7/31/2024	9020577002	LANGUAGE LINE SERVICES, INC	11370815	\$ 14.80	court
352841	7/31/2024	CL79152	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - JULY 2024	\$ 29,814.43	finance
352971	7/31/2024	IN957940	NOANET	BACKUP DEDICATED INTERNET ACCESS - JULY 2024	\$ 300.00	fiber
352970	7/31/2024	IN958015	NOANET	NOC SERVICE, JULY 2024	\$ 10,963.29	fiber
352972	7/31/2024	P0001-98	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - JUNE 2024	\$ 1,740.00	dwtp
352660	8/1/2024	052-0010-00	CITY OF ANACORTES	OPS: 7/1- 7/31/24	\$ 1,749.86	dshop
352814	8/1/2024	10624	PORT OF ANACORTES	AUGUST MOORAGE FOR MARINE 29	\$ 312.37	medic
352938	8/1/2024	14130711	HACH COMPANY	CA610 MAINTENANCE KIT	\$ 440.52	dwtp
352647	8/1/2024	190-1840-00	CITY OF ANACORTES	WWTP 7/1-7/31/24	\$ 8,639.10	dwtp
352838	8/1/2024	200012505505	PUGET SOUND ENERGY INC	WTP 7/1-7/31/24	\$ 111,083.35	dwtp
352839	8/1/2024	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 6/29-7/31/24	\$ 571.56	dwtp
352545	8/1/2024	3020	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 150.00	pubdef
352546	8/1/2024	3021	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
352547	8/1/2024	3022	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 40.00	pubdef
352548	8/1/2024	3023	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 550.00	pubdef
352549	8/1/2024	3024	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 130.00	pubdef
352550	8/1/2024	3025	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 220.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352551	8/1/2024	3026	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 560.00	pubdef
352552	8/1/2024	3027	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 170.00	pubdef
352553	8/1/2024	3028	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
352554	8/1/2024	3029	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 290.00	pubdef
352555	8/1/2024	3030	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
352556	8/1/2024	3031	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 240.00	pubdef
352557	8/1/2024	3032	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 430.00	pubdef
352558	8/1/2024	3033	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
352560	8/1/2024	3034	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 450.00	pubdef
352561	8/1/2024	3035	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 440.00	pubdef
352562	8/1/2024	3036	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
352563	8/1/2024	3037	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 30.00	pubdef
352564	8/1/2024	3038	LAW OFFICE OF CARA LORENZO	PUB DEF COVERAGE	\$ 230.00	pubdef
352827	8/1/2024	496722	MOMENTUM TELECOM INC	SIP TRUNKS 8/1-8/31/24	\$ 995.25	infosys
352831	8/1/2024	COGENT-240801	COGENT COMMUNICATIONS, LLC	DEDICATED INTERNET ACCESS, AUG 2024	\$ 3,522.67	fiber
352804	8/2/2024	4022273	ZOLL MEDICAL CORPORATION	PEDI-PADZ ELECTRODES	\$ 381.89	medic
352658	8/2/2024	4900/0100178481/2025	DEPARTMENT OF NATURAL	DNR EEL GRASS LEASE 76615 9/1/24-8/31/2025	\$ 3,996.62	plan
352943	8/2/2024	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 8/9-9/8/24	\$ 185.22	finance
352948	8/3/2024	1077780	BUILDERS EXCHANGE OF	BID DOCUMENT HOSTING FOR 2024 ASPHALT OVERLAY PROJECT	\$ 45.00	pw1
352834	8/3/2024	14882	NW COMMUNICATIONS, INC	RADIO SERVICE FOR VEHICLE #2000	\$ 304.64	dshop
352650	8/5/2024	2024-07-AG	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef
352655	8/5/2024	2024-07-BH	GDIXONLAW	PUB DEF CONFL	\$ 50.00	pubdef
352657	8/5/2024	2024-07-DJ	GDIXONLAW	PUB DEF CONFL	\$ 50.00	pubdef
352668	8/5/2024	2024-07-EV	GDIXONLAW	PUB DEF CONFL	\$ 190.00	pubdef
352654	8/5/2024	2024-07-GD	GDIXONLAW	PUB DEF CONFL	\$ 170.00	pubdef
352662	8/5/2024	2024-07-GM	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
352667	8/5/2024	2024-07-HT	GDIXONLAW	PUB DEF CONFL	\$ 520.00	pubdef
352656	8/5/2024	2024-07-JJ	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
352659	8/5/2024	2024-07-JK	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
352664	8/5/2024	2024-07-JR	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
352670	8/5/2024	2024-07-JZ	GDIXONLAW	PUB DEF CONFL	\$ 200.00	pubdef
352653	8/5/2024	2024-07-LG	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
352648	8/5/2024	2024-07-MB	GDIXONLAW	PUB DEF CONFL	\$ 110.00	pubdef
352663	8/5/2024	2024-07-MN	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
352652	8/5/2024	2024-07-PG	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352665	8/5/2024	2024-07-PS	GDIXONLAW	PUB DEF CONFL	\$ 150.00	pubdef
352669	8/5/2024	2024-07-SW	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
352661	8/5/2024	2024-07-VK	GDIXONLAW	PUB DEF CONFL	\$ 160.00	pubdef
352824	8/5/2024	554622	PROFORCE LAW ENFORCEMENT	FIREARMS SUPPLIES; LIGHTS	\$ 621.38	apd
352559	8/6/2024	1717481	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 184.00	dshop
352825	8/6/2024	50643	BOSTEC INC	BREATH ALCOHOL TESTING SUPPLIES	\$ 270.64	apd
352494	8/6/2024	fall98221a	KASTNER, MARCI	ART SALE FOR 98221 GALLERY	\$ 87.50	parks1
352937	8/6/2024	INV00444876	USA BLUE BOOK	HYDROCHLORIC ACID	\$ 14.50	dwtpt
352928	8/6/2024	MEG0112	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtpt
352812	8/7/2024	0002141328	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 128.83	medic
352820	8/7/2024	220013286491	PUGET SOUND ENERGY INC	APD 7/6-8/5/24	\$ 2,822.82	apd
352678	8/7/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 7/6-8/5/24	\$ 43.91	dshop
352672	8/7/2024	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 7/6-8/5/24	\$ 10.89	dwwtpt
352573	8/7/2024	24-154-prk-001	SMALL, ROGER	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 1,000.00	parks1
352571	8/7/2024	24-154-prk-002	OSBORNE, LEO E	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 1,500.00	parks1
352570	8/7/2024	24-154-prk-003	TREAT, JOE	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 500.00	parks1
352569	8/7/2024	24-154-prk-004	POWELL, TRACY	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 500.00	parks1
352575	8/7/2024	24-154-prk-005	VANZANDEN, PIETER	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 500.00	parks1
352572	8/7/2024	24-154-prk-006	VANZANDEN, LUCY MAE	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 500.00	parks1
352574	8/7/2024	24-154-prk-007	NELSON, HANK	MADRONA GROVE SCULPTURE GARDEN STIPEND	\$ 500.00	parks1
352649	8/7/2024	24-22098	EDGE ANALYTICAL, INC	LAB TESTING - CBOD AND BOD TESTING	\$ 906.00	dwwtpt
352651	8/7/2024	24-22264	EDGE ANALYTICAL, INC	LAB TESTING - BOD AND CBOD TESTING	\$ 480.00	dwwtpt
352924	8/7/2024	24-22616	EDGE ANALYTICAL, INC	WATER ANALYSIS - FLUORIDE BLUE HERON	\$ 33.00	dwtpt
352925	8/7/2024	24-22828	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtpt
352936	8/7/2024	90135380	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,095.80	dwtpt
352802	8/7/2024	9208727223	GRAINGER	MAINTENANCE SUPPLIES	\$ 41.73	dwwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352567	8/7/2024	RefundForsman	FORSMAN, AUSTIN	REC PROGRAM CANCELLATION	\$ 42.00	parks1
352566	8/7/2024	RefundLevantini	LEVANTINI, GINA	WA PARK CAMPING REFUND	\$ 45.00	parks1
352565	8/7/2024	RefundNancarrow	NANCARROW, WAYNE	WA PARK CAMPING REFUND	\$ 123.00	parks1
352676	8/8/2024	010-0020-02	JANZ, GORDON & CHARLENE	UB Refund Cst #064793	\$ 200.00	finance
352674	8/8/2024	092-6500-00	THE ESTATE OF DONALD SULLIVAN	UB Refund Cst #041606	\$ 142.12	finance
352951	8/8/2024	10443	BUD CLARY CHEVROLET, INC.	ERR3010 - REPLACEMENT CHEVROLET TAHOE FOR POLICE K9 UNIT	\$ 74,012.27	pw1
352675	8/8/2024	190-1680-02	KEEN, LORI	UB Refund Cst #044436	\$ 114.39	finance
352918	8/8/2024	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 7/9-8/7/24	\$ 4,755.53	publib
352738	8/8/2024	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 7/9 - 8/7/24	\$ 13.96	finance
352803	8/8/2024	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 7/9-8/7/24	\$ 11.03	dwwtp
352813	8/8/2024	220035067093	PUGET SOUND ENERGY INC	OUTSIDE LIGHTS MOLLY LANE BUILDING	\$ 49.56	medic
352677	8/8/2024	230-2440-00	BARTLETT, KATIE	UB Refund Cst #065728	\$ 81.33	finance
352829	8/8/2024	9338411497	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC DROP CABLES	\$ 14,866.87	fiber
352927	8/8/2024	MEG0004	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwwtp
352646	8/8/2024	NWACDM2024	NWACDM	NW ASSOC. COMMUNITY DEV CONFERENCE & TRAINING CDBG GRANT	\$ 670.00	plan
352801	8/9/2024	0050335	FERGUSON ENTERPRISES, INC	MAINTENANCE SUPPLIES	\$ 2,090.44	dwwtp
352932	8/9/2024	106	SKAGIT COUNTY	OAC - IN CUSTODY / OUT OF CUSTODY SCREENINGS	\$ 1,160.00	court
352736	8/9/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 7/5-8/5/24	\$ 35.40	parks1
352739	8/9/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 7/9-8/7/24	\$ 36.76	dshop
352741	8/9/2024	24-22568	EDGE ANALYTICAL, INC	LAB TESTING - BOD & CBOD	\$ 480.00	dwwtp
352742	8/9/2024	24-22571	EDGE ANALYTICAL, INC	LAB TESTING - BOD & CBOD	\$ 360.00	dwwtp
352926	8/9/2024	24-23314	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH INTOWN	\$ 133.00	dwwtp
352953	8/9/2024	2483	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - JULY 2024	\$ 1,337.17	pw1
352737	8/9/2024	363657	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 671.21	pwfac
352818	8/9/2024	9626	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A05115	\$ 195.84	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352729	8/9/2024	INV2868213	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 7/8-8/7/24	\$ 440.25	finance
352930	8/9/2024	MEH0010	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
352733	8/9/2024	RefundBird	BIRD, MARISSA	WA PARK CAMPING REFUND	\$ 91.00	parks1
352740	8/9/2024	RefundFarmer	FARMER, DANIEL	WA PARK CAMPING REFUND	\$ 70.00	parks1
352734	8/9/2024	RefundSmartt	MARTIN-SMARTT, ANGELA	WA PARK CAMPING CANCELLATION	\$ 140.00	parks1
352735	8/9/2024	ReimbBabarovich	BABAROVICH, MITCHELL	SUPPLIES FOR FACILITIES	\$ 10.23	pwfac
352817	8/10/2024	00005W5A83324	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-10-24	\$ 12.44	apd
352952	8/12/2024	10454	BUD CLARY CHEVROLET, INC.	2024 CHEVY TRAVERSE FOR POLICE DEPARTMENT	\$ 44,751.86	pw1
352920	8/12/2024	224874007	ORANGE COUNTY PUBLIC LIBRARIES	ILL BOOK NOT RETURNED BY APL PATRON	\$ 19.95	publib
352823	8/12/2024	240912	T-SHIRTS BY DESIGN	PRIZES FOR ADULT SOFTBALL LEAGUE TOURNEY	\$ 400.38	pkrec
352914	8/12/2024	240918	T-SHIRTS BY DESIGN	UNIFORM HATS	\$ 217.60	medic
352950	8/12/2024	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 7/6-8/5/24	\$ 6,387.16	dwtp
352837	8/12/2024	460-0110-01	CUTHBERTSON, WILLIAM	APPLIANCE REBATE - WYZE SPRINKLER CONTROLLER	\$ 50.00	dwtp
352822	8/12/2024	919173	NORTH CASCADE INSURANCE	AUTO INSURANCE ADDITION	\$ 5,028.00	finance
352929	8/12/2024	MEG0150	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
352832	8/12/2024	RefundLong	LONG, ODESSA	WA PARK CAMPING REFUND	\$ 59.00	parks1
352833	8/12/2024	RefundRuland	RULAND, ANTHONY	WA PARK CAMPING REFUND	\$ 15.00	parks1
352973	8/13/2024	1719274	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 220.00	finance
352962	8/13/2024	24-091-FAC-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 86.60	pw1
352965	8/13/2024	24-171-SEW-0011	ECONOMY FENCE CENTER	RETAINAGE RELEASE	\$ 623.16	pw1
352916	8/13/2024	INV2869894	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 7/11- 8/10/24	\$ 311.95	finance
352942	8/13/2024	ReimbOLeary	O'LEARY, TIMOTHY	LONG TERM CARE PAYMENT REIMBURSEMENT LEOFF1 RETIREE	\$ 396.00	hr
352944	8/13/2024	ReimbOLeary	O'LEARY, TIMOTHY	VISION CO-PAY REIMBURSEMENT. LEOFF 1	\$ 65.00	hr
	Total				\$ 1,394,658.75	



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 5.c.
2024

Agenda Item Title: Special Event Application: Anacortes Half Marathon & 5K

Staff Contact(s): Stephanie Snyder, John Coleman

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

Stephanie Snyder
John Coleman

Motion

Item Summary: The Anacortes 5K & Half Marathon and would like to use parts of S March Point Rd and March's Point Rd around the refineries as part of the race route.

The following are event details:

- Scheduled for Saturday, 9/21.
- 200 participants for the half-marathon and 100 participants for the 5K.
- Half-marathon runners will start at 8:00am and 5K runners at 8:10am.
- The race will start on the east side of the Swinomish Casino on a gravel walking path by the train trestle. Runners will then head south on gravel paths under the Swinomish Channel Bridge and continue on an out and back gravel path on tribal lands along the Swinomish Channel. 5k runners will head back to the start line to complete their race. Half Marathon runners will continue west onto Casino Drive (in front of the Swinomish Casino). Runners will then turn right and head west onto S March Point Rd. Runners will turn right on March's Point Rd where they will run counterclockwise around March's Point until they get back to S March Point Rd again where they will turn left and head east back towards Swinomish Casino. Runners will turn left back onto Casino Drive and will complete the race on the east side of the Swinomish Casino where it initially started.

Budget Impact:

0

Previous Action:

Recommended Motion: Approve

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. 5KCC



Special Event Application Processing

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

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

8/2/2024

Event Name *

Anacortes Half Marathon & 5K

Event Type

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

Applicant/Organization Name *

What the Heck LLC

Event Contact Person *

Chad Sage

Event Contact Phone *

425-220-1083

Mailing Address *

2024 L Ave

Event Contact Email *

whattheheckLLC@gmail.com

Event Website

<https://runsignup.com/Race/WA/Anacortes/TheAnacortesHalfMarathon>

Estimated Number of Participants/Attendees *

300

Event Description *

We are looking to put on the Anacortes 5K & Half Marathon and would like to use parts of S March Point Rd and

March's Point Rd around the refineries as part of our route. The following are the details:

Scheduled for Saturday, 9/21.

200 participants for the half marathon a.nd 100 participants for the 5K

Half marathon runners will start at 8:00am and 5K runners at 8:10am

The race will start on the east side of the Swinomish Casino on a gravel walking path by the train trestle.

Runners will then head south on gravel paths under the Swinomish Channel Bridge and continue on an out and

back gravel path on tribal lands along the Swinomish Channel. 5k runners will head back to the start line to complete their race. Half Marathon runners will continue west onto Casino Drive (in front of the Swinomish Casino). Runners will then turn right and head west onto S March Point Rd. Runners will turn right on March's Point Rd where they will run counterclockwise around March's Point until they get back to S March Point Rd again where they will turn left and head east back towards Swinomish Casino. Runners will turn left back onto Casino Drive and will complete the race on the east side of the Swinomish Casino where it initially started.

Will food vendors participate in this event? *

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

☐ Yes ☒ No

Date Event Starts *

9/21/2024

Time Event Starts *

8:00:00 AM

Date Event Ends *

9/21/2024

Time Event Ends *

11:00:00 AM

Date Street Closure Starts *

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

9/21/2024

Time Street Closure Starts *

8:00:00 AM

Date Street Closure Ends *

9/21/2024

Time Street Closure Ends *

8:00:00 AM

Event Location *

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

The event will start and end at the Swinomish Casino and will take place on parts of Casino Dr., S March Point

Rd and March's Point Rd but no streets will need to be closed during this event.

Parking Location

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

Parking will happen on the grounds of the Swinomish Casino.

Event Map (optional)

Upload one or more maps of the event

[Volunteer Map 2024 - Swinomi...](#) 282.35KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

[Special Event Indemnification A...](#) 46.19KB

Download the Indemnification Agreement [here](#).

Signage

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

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

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

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

☒ Yes

Signature

Chad Sage

Admin Review

Council Meeting Date *

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

8/19/2024

Staff Review Deadline *

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

8/12/2024

Administrator comments and conditions of approval

Insurance Certificate

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

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

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

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

None

Departmental attachments

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

Course Map

Half-Marathon



Start -
Finish

+ = Aid & Water Station

#_ = Volunteer Location



Start -
Finish

Parking

Swinomish Northern
Lights Chevrolet

+ = Aid & Water Station

#_ = Volunteer Location



Start -
Finish

Course Map

Half Marathon & 5k

 = Aid & Water Station

 = Volunteer Location

5K Turnaround

Half Marathon
Turnaround



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 6.a.
2024

Agenda Item Title: Public Hearing on Increasing Solid Waste Rates

Staff Contact(s): STEVE HOGLUND

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

Item Summary: On June 14th, Skagit County Public works issued a memo indicating its intent to increase tonnage rates charged at the solid waste transfer stations. Currently, municipalities are charged \$104 per ton. On September 1, 2024, that will increase to \$131 per ton. Additional rate increases were also communicated with effective dates January 1 of 2026, 2027, and 2028, each year increasing by an additional \$2 per ton, resulting in \$137 per ton in 2028. RCW 35A.21.152 requires a 45-day notice of solid waste rate increase. The notice was first published on August 7th, the rates would go into effect on October 1, for assessment on October consumption, and billing on the November utility bill.

Budget Impact:
See attached for recommended solid waste rates.

Previous Action: Unified Fee Schedule updated Jan 1, 2024 with new annual utility rates

Recommended Motion: I move to approve resolution 3163 updating the Unified Fee Schedule with increased Solid Waste rates

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

Attachments (listed in order presented):

1. Solid Waste Rates 10.1.2024 8.19 Council
2. Resolution 3163 increase solid waste 10.1.24
3. Rate Notification Letter 2024
4. Solid Waste Rates Resolution Skagit County 2024

Solid Waste Rates

- June 14, 2024 Skagit County sent notice of intent to increase tonnage rates charged at the County transfer station.
- Also included was County resolution R202440120 that illustrated additional tonnage increases through 2028.



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

June 14, 2024

Re: Notification of Skagit County Solid Waste Rate Increase

Skagit County Solid Waste will implement a rate increase at all of our transfer sites on September 1, 2024. The tonnage rate for general solid waste will increase to \$137/ton for general solid waste and \$131/ton for municipalities. Please see the attached resolution and approved rate schedule by the Skagit County Commissioners for further details on municipal solid waste and other materials. This is the first of a series of scheduled rate increases.

This letter stands as the notification per RCW 70A.205.160.

Solid Waste Rates

- County resolution R202440120 implemented tonnage increases through 2028.

ATTACHMENT A SOLID WASTE RATE SCHEDULE

A. GENERAL WASTE:

	<u>Commercial / Residential</u> (exempt / non-exempt)	<u>Municipalities</u>
2024	\$137.00 / ton	\$131.00 / ton
2026	\$141.00 / ton	\$133.00 / ton
2027	\$145.00 / ton	\$135.00 / ton
2028	\$149.00 / ton	\$137.00 / ton

State Refuse Tax of 3.6% will be added to Non-Exempt tonnage rates.



Solid Waste Rates

Residential & Commercial Solid Waste Service Size	# accounts	Current Monthly
21 Gallon Refuse Tote Service	3958	11.43
32 Gallon Refuse Tote Service	4332	21.24
64 Gallon Refuse Tote Service	213	42.48
96 Gallon Refuse Tote Service	144	63.72
21 Gallon Refuse Tote Service - Discount	243	8.00
32 Gallon Refuse Tote Service - Discount	154	14.87
64 Gallon Refuse Tote Service - Discount	2	29.74
1.5 Cubic Yard Container	179	155.22
2 Cubic Yard Container	100	187.90
3 Cubic Yard Container	185	269.59
6 Cubic Yard Container	97	531.02
8 Cubic Yard Container	33	710.75
10 Cubic Yard Drop Box (Permanent)	2	163.39
30 Cubic Yard Drop Box (Permanent)	10	163.39
10 Cubic Yard Drop Box (Temporary)		441.15
30 Cubic Yard Drop Box (Temporary)		441.15
Recycling (32,64,96 gal)	9046	14.28
Blue Bags		6.80
Drop box consumption charged at cost + \$1/ton		

- Current solid waste service ranges from 21 gallon totes to 96 gallon totes, the monthly fee ranging from 11.43 to 63.72 for weekly pickup.
- The majority of households, 48%, have a 36 gallon tote, while 44% of households have a 21 gallon tote.
- Please note, the 21 gallon tote fee is currently \$2.51 underfunded proportionate to the other tote sizes.
 - Staff recommends increasing the 21 gallon tote fee to be consistent with the other tote sizes.

Solid Waste Rates

- Total increase is 30.48%
 - 21 Gallon includes \$2.51 adjustment

Residential & Commercial Solid Waste Service Size	# accounts	Current Monthly	Amount increase	New Monthly
21 Gallon Refuse Tote Service	3958	11.43	5.99	17.42
32 Gallon Refuse Tote Service	4332	21.24	6.47	27.71
64 Gallon Refuse Tote Service	213	42.48	12.95	55.43
96 Gallon Refuse Tote Service	144	63.72	19.42	83.14
21 Gallon Refuse Tote Service - Discount	243	8.00	2.44	10.44
32 Gallon Refuse Tote Service - Discount	154	14.87	4.53	19.40
64 Gallon Refuse Tote Service - Discount	2	29.74	9.06	38.80
1.5 Cubic Yard Container	179	155.22	47.31	202.53
2 Cubic Yard Container	100	187.90	57.26	245.16
3 Cubic Yard Container	185	269.59	82.16	351.75
6 Cubic Yard Container	97	531.02	161.83	692.85
8 Cubic Yard Container	33	710.75	216.61	927.36
10 Cubic Yard Drop Box (Permanent)	2	163.39	49.80	213.19
30 Cubic Yard Drop Box (Permanent)	10	163.39	49.80	213.19
10 Cubic Yard Drop Box (Temporary)		441.15	134.45	575.60
30 Cubic Yard Drop Box (Temporary)		441.15	134.45	575.60
Recycling (32,64,96 gal)	9046	14.28		
Blue Bags		6.80	2.07	8.87
Drop box consumption charged at cost + \$1/ton				



RESOLUTION NO. 3163

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
UPDATING THE UNIFIED FEE SCHEDULE TO INCREASE SOLID WASTE FEES DUE TO
COUNTY TIPPING FEE INCREASES**

WHEREAS, Skagit County has provided notice that the tipping fees charged at the transfer stations in Skagit County will be increasing starting in September 2024 by 24.76% with additional increases through 2028 totaling 30.48%, and

WHEREAS, in order for the Solid Waste utility to meet the additional tipping fee expenses the City would need to increase its solid waste rates accordingly and incorporate these changes to the unified fee schedule for residential and commercial customers; and

WHEREAS, State law requires a 45 day notice before implementing solid waste rate increase, and the first notice of the rate increase was made August 7th, 45 days from then is September 21st, thereby making October 1 the logical rate implementation date, and

WHEREAS, applying the total adjustment for October 2024 consumption will affect November billings to Solid Waste customers, thereby providing the additional revenue for the Solid Waste utility to meet that increase in County tipping fees.

WHEREAS, as this rate increase comes close to the end of the year, we recommend waiving the Consumer Price Index increase for solid waste fees that would have otherwise been effective January 1, 2025.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that:

Section 1.

- 1. The Unified Fee Schedule currently in effect will be updated to represent the new monthly fees inclusive of the changes, Effective October 1, 2024, as described in exhibit A.**

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 26th day of August 2024.

MATTHEW C. MILLER, MAYOR

Approved as to form:

Attest:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer

SOLID WASTE									
Regular solid waste rates are influenced by the amount charged to us from Skagit County. The county increased their rates, therefore the City needs to raise its rates to meet the increase in cost.									
Rate Adjustment		30.48%							
These rates do not include the State Refuse Tax of 3.6%		The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste							
Rates effective 10/1/2024									
Solid Waste Residential Rates, includes structures with									
Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes				
Organics Tote	32, 64, 96 gallo	n/a	n/a	\$17.44	\$17.44				
Recyclables Tote	32, 64, 96 gallo	1	n/a	\$14.28	\$14.28				
Refuse Tote	21 gallo	1	1 per dwelling unit	\$17.42	\$17.42				
Refuse Tote	32 gallo	n/a	1 per dwelling unit	\$27.71	\$27.71				
Refuse Tote	64 gallo	n/a	n/a	\$55.43	\$55.43				
Refuse Tote	96 gallo	n/a	n/a	\$83.14	\$83.14				
Solid Waste Commercial Rates									
Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes				
Organics Tote - Restaurants only	96 gallo	n/a	n/a	\$24.64	\$24.64				
Recyclables Tote	n/a	n/a	n/a	n/a	n/a				
Refuse Tote	21 gallo	n/a	1	\$17.42	n/a				
Refuse Tote	32 gallo	n/a	1	\$27.71	\$27.71				
Refuse Tote	64 gallo	n/a	1	\$55.43	\$55.43				
Refuse Tote	96 gallo	n/a	n/a	\$83.14	\$83.14				
Recycling Container Rates - Residential									
Container Size	Monthly Rate	Extra Collections							
1 Cubic Yard	\$39.65	\$23.80							
2 Cubic Yard	\$71.39	\$31.72							
3 Cubic Yard	\$111.04	\$39.65							
6 Cubic Yard	\$142.76	\$47.59							
8 Cubic Yard	\$206.22	\$63.45							
Refuse Drop Box Rental Rates PERMANENT - Commercial									
Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box				
10 Cubic Yard	\$213.19	\$122.54	At Cost plus \$1.00/ton	\$302.27	\$269.59				
30 Cubic Yard	\$213.19	\$122.54	At Cost plus \$1.00/ton	\$302.27	\$269.59				
Refuse Drop Box Rental Rates TEMPORARY - Prepayment									
Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax				
10 Cubic Yard	\$575.60	\$269.59	At Cost plus \$1.00/ton	\$24.51	\$457.03				
30 Cubic Yard	\$575.60	\$269.59	At Cost plus \$1.00/ton	\$24.51	\$457.03				
Refuse Container Rates PERMANENT - Commercial									
Container Size	Monthly Rate	Extra Collections							
1.5 Cubic Yard	\$202.53	\$50.86							
2 Cubic Yard	\$245.16	\$61.03							
3 Cubic Yard	\$351.75	\$81.38							
6 Cubic Yard	\$692.85	\$172.92							
8 Cubic Yard	\$927.35	\$223.78							
Refuse Container Rates TEMPORARY - Prepayment required									
Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax					
1.5 Cubic Yard	\$202.53	\$6.10	\$111.89	\$209.82					
2 Cubic Yard	\$234.50	\$8.14	\$132.23	\$242.95					
3 Cubic Yard	\$277.14	\$11.19	\$162.75	\$287.12					
6 Cubic Yard	\$394.39	\$20.34	\$264.47	\$408.59					
8 Cubic Yard	\$479.67	\$30.52	\$335.67	\$496.93					
Solid Waste Additional Fees									
Description	Per Unit								
Additional Organics Dump	\$7.93								
City Garbage Bags	\$8.87								
City Garbage Bags - Retail Outlet Price	\$7.99								
Non-Refrigerated Appliance	\$53.30								
Organics Tote Cleaning Fee	\$15.86								
Refrigerated Appliance	\$74.61								
Refuse Overtime Call-Out, Per Hour	\$87.25								
Replacement Tote Due To Negligence	At Cost plus \$12.35								
Special Haul Per Cubic Yard	\$74.61								
Refuse Return Trip	\$25.00								
Recycling or Organics Return Trip	\$25.00								



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

June 14, 2024

Re: Notification of Skagit County Solid Waste Rate Increase

Skagit County Solid Waste will implement a rate increase at all of our transfer sites on September 1, 2024. The tonnage rate for general solid waste will increase to \$137/ton for general solid waste and \$131/ton for municipalities. Please see the attached resolution and approved rate schedule by the Skagit County Commissioners for further details on municipal solid waste and other materials. This is the first of a series of scheduled rate increases.

This letter stands as the notification per RCW 70A.205.160.

Please contact me if you have any questions or concerns.

Sincerely,

Margo Gillaspy, LHg
Solid Waste Division Manager
Skagit County Public Works
1800 Continental Place
Mount Vernon, WA 98273-5625

margog@co.skagit.wa.us
(360) 416-1578 (direct line)
(360) 416-1400 (Public Works)

Encl: Skagit County Solid Waste Rate Resolution

CC: Marie Lambert
Tanya Wills

RESOLUTION NO.

RESOLUTION REGARDING SOLID WASTE RATE STRUCTURE

WHEREAS, pursuant to RCW 36.58.040, the Skagit County Board of Commissioners ("Board") is responsible for the establishment of solid waste rates and classifications of rates; and

WHEREAS, the Skagit County Public Works Department has worked cooperatively with a consultant (FCS Group) and with the Skagit County Solid Waste Advisory Committee ("SWAC"), and with the Skagit County Solid Waste System Governance Board ("SWSBG") to update the Skagit County Solid Waste Rate Structure; and

WHEREAS, the current Skagit County Solid Waste Rate Structure has been set in Resolution # R20190059; and

WHEREAS, the County has entered into an interlocal agreement between Cities and Towns in Skagit County for solid waste management (Skagit County Contract # C20080306, as amended by Amendment # A20100124), creating the SWSBG; and

WHEREAS, the proposed Solid Waste Rate Structure (as described per Attachment A, and incorporated by reference) has been presented to and approved by the Skagit County SWAC on March 13, 2024; and,

WHEREAS, the proposed Solid Waste Rate Structure has been presented to and approved by the SWSBG on April 19, 2024; and

WHEREAS, a Public Hearing regarding the proposed Solid Waste Rate Structure was held in the Commissioners Hearing Room on May 21, 2024; and

WHEREAS, the Board of Skagit County Commissioners desires to rescind Resolution # 20190059 and implement the Solid Waste Rate Structure as described per Attachment A.

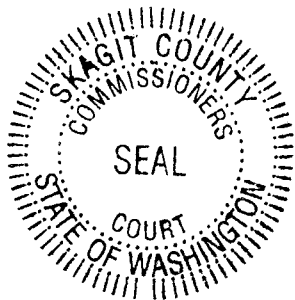
NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED, by the Board of Skagit County Commissioners that the rates established by Resolution # R20190059 are hereby rescinded and, are hereby replaced and superseded with the schedule of rates as provided per Attachment A (and incorporated herein).

BE IT FURTHER RESOLVED, that the current State of Washington Refuse Collection Tax be included in the rates for non-exempt customers; and

BE IT FURTHER RESOLVED, that the attached rates shall be effect on September 1, 2024, with further additional annual increases adopted therein to become effective each year as of January 1st thereafter as applicable.

PASSED this 10 day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Peter Browning
Peter Browning, Chair

Lisa Janicki
Lisa Janicki, Commissioner

ABSENT

Ron Wesen
Ron Wesen, Commissioner

Attest:
Kerrie Williams
Clerk of the Board

Approved as to form:
[Signature] 6/3/24
Civil Deputy Prosecuting Attorney

Approved as to Content:
p.p. Michael See
Department Head

RESOLUTION

**ATTACHMENT A
SOLID WASTE RATE SCHEDULE**

A. GENERAL WASTE:

	<u>Commercial / Residential</u> (exempt / non-exempt)	<u>Municipalities</u>
2024	\$137.00 / ton	\$131.00 / ton
2026	\$141.00 / ton	\$133.00 / ton
2027	\$145.00 / ton	\$135.00 / ton
2028	\$149.00 / ton	\$137.00 / ton

State Refuse Tax of 3.6% will be added to Non-Exempt tonnage rates.

B. MINIMUM CHARGE:

For customers of the Skagit County Transfer and Recycling Station and Sauk Transfer Stations the minimum charges will be (including state refuse tax):

2024	\$27.00
2026	\$28.00
2027	\$29.00
2028	\$30.00

C. SPECIAL WASTE:

1. Recyclable Materials

\$ 0.00 / ton

Materials from Skagit County households consisting of entirely clean and separated recyclables in the following categories:

- a. Glass: separated by colors (brown, clear, and green)
- b. Metal Containers: separated by type (tin, aluminum)
- c. Paper: separated by type (cardboard, mixed paper)
- d. Plastics: HDPE and PET plastic beverage containers
- e. Other Scrap Metals: all non-metal materials must be removed

2. White Goods (Appliances)

White Goods	\$13.00 each
White Goods containing Freon:	
2024	\$33.00 each
2026	\$34.00 each
2027	\$35.00 each
2028	\$36.00 each

3. Tires

Residential: Passenger car and light truck tires are accepted at the General Waste Rate and must be separated from other waste. Four tires are accepted at each visit.

Commercial/Municipalities: Tires in commercial/municipal loads will be charged at a per tire rate.

	<u>Off-rim</u>	<u>On-rim</u>
Passenger (Under 27")	\$5.00	\$9.00
Large Passenger car/light truck (Over 27")	\$6.00	\$9.00
Semi-Truck (rim size of 19.5" and over)	\$24.00	\$40.00
Tires over 25 inches	\$150.00	\$250.00

RESOLUTION

D. OUT-OF-COUNTY WASTE:

Out-of-County wastes delivered by residential customers are **NOT** accepted at any Skagit County solid waste disposal site.

The following Out-of-County waste streams are accepted at the Skagit County Recycling and Transfer Station:

Domestic waste from Whatcom County, which is collected by commercial haulers along State Highway 20 north of the Skagit County line.

	<u>Non-Exempt / Residential / Exempt</u>
2024	\$137.00 / ton
2026	\$141.00 / ton
2027	\$145.00 / ton
2028	\$149.00 / ton

Waste generated in San Juan County and delivered pursuant to the terms of the Interlocal Agreement Between San Juan County, Town of Friday Harbor, and Skagit County regarding Receipt of Solid Waste:

San Juan County Waste Municipalities Rate + \$7.00 / ton Surcharge

E. SATELLITE COLLECTION SITES:

Only residential wastes are accepted at the satellite collection sites.

Clear Lake Compactor Site: **\$9.00 / 32 gal can or its equivalency**

Sauk Transfer Station:	<u>Non-Exempt / Residential / Exempt</u>
2024	\$137.00 / ton
2026	\$141.00 / ton
2027	\$145.00 / ton
2028	\$149.00 / ton

F. MATERIALS NOT ACCEPTED AT SKAGIT COUNTY DISPOSAL SITES:

- a. Petroleum contaminated soils
- b. Grease – food preparation wastes (large amounts)
- c. Asbestos containing materials
- d. Sod, seeds, bulbs, or sawdust
- e. Dangerous wastes as defined by Washington Administrative Code 173-303
- f. Liquid waste
- g. Sharps, Radioactive, or Medical wastes from hospitals and medical and veterinary clinics
- h. Septage and/or septic tank wastes
- i. Pressurized fuel containers larger than 1 gallon
- j. Rodent-infested loads

G. Direct to Intermodal Construction and Demolition Residual Materials

Pursuant to and subject to compliance with Skagit County Code 12.18.040, residual waste generated by the processing of construction and demolition debris at a permitted intermediate solid waste handling facility may be delivered directly (in a sealed intermodal container acceptable to the County) to an intermodal facility utilized by Skagit County for the transport and/or disposal of solid waste, contingent upon compliance by the intermediate solid waste handling facility with certain requirements, including:

The intermediate solid waste handling facility shall pay Skagit County a fee (and comply with audit and verification procedures) as follows:

RESOLUTION

	MSW Rate	C&D rate if Recycling Rate is 75% or over
MSW / C&D Rate 2024	\$137.00	\$96.00
MSW / C&D Rate 2026	\$141.00	\$98.00
MSW / C&D Rate 2027	\$145.00	\$100.00
MSW / C&D Rate 2028	\$149.00	\$102.00

In order to qualify for the above-stated discounted rate, a minimum recycling percentage of seventy-five percent (75%) must be maintained by the intermediate solid waste handling facility (the intermediate solid waste handling facility shall ensure that a minimum of seventy five percent [75%] of the construction and demolition debris materials received by the intermediate solid waste handling facility are processed and marketed for recycling or energy recovery, with no more than twenty five percent [25%] of incoming material by weight being delivered to the intermodal facility for disposal). Obtaining a discounted rate (as provided above) is subject to the intermediate solid waste handling facility complying with audit and verification policies and procedures to be established and adopted by the Director of Public Works, including auditing and verification of all information submitted to the County by the intermediate solid waste handling facility. Such audit and verification policies and procedures shall require the intermediate solid waste handling facility to provide a detailed accounting of materials processed and stored at the intermediate solid waste handling facility and shall be submitted to the County by the intermediate solid waste handling facility on or before the 5th day of the each month. Required information to be submitted by the intermediate solid waste handling facility shall include, but is not necessarily limited to, incoming waste volumes, incoming waste by weight, types and volumes of materials stored on-site, shipments of recyclable materials including material type, volume, and destination, and amount, type, and destination of materials marketed for energy recovery (and such other information that the Skagit County Public Works Department determines to be necessary or appropriate).

H. SWEEPER/VACTOR DECANT WASTE

Street waste resulting from street and catch basin cleaning activities accepted by the County at the Skagit County Decant Facility. All Skagit County Decant Facility customers shall require pre-authorization by the County.

	<u>Vactor Waste</u>	<u>Sweeper Waste</u>	<u>De-watered Solids</u>
2024	\$40.00	\$98.00	\$128.00
2026	\$41.00	\$100.00	\$131.00
2027	\$42.00	\$102.00	\$134.00
2028	\$43.00	\$104.00	\$137.00

I. HOUSEHOLD HAZARDOUS WASTE

Acceptable wastes from Skagit County households must be separated and delivered to the Skagit County Household Hazardous Waste Collection Center.

Household Hazardous Waste:

No Charge

J. MODERATE RISK WASTE

Only Moderate Risk Waste from qualifying Small Quantity Generators is accepted.

All materials will be charged by piece, length, or container size as appropriate.

Flammable Liquids

Flammable Liquids (Solvents) & Fuels

\$8.00/gallon

Poisons & Toxic Liquids

Poisons & Toxic Liquids

\$15.00/gallon

RESOLUTION

Corrosive Materials

Corrosive Material \$18.00/gallon

Oxidizing Materials

Oxidizing Material \$20.00/gallon

Solid Organics

Solid Organics \$10.00/gallon

Antifreeze

Antifreeze \$0.50/gallon

Motor Oil

Motor Oil, Uncontaminated \$0.50/gallon

Mercury Containing Lamps

Florescent Lamps \$0.10/linear foot
Compact Florescent Lamps \$0.50/lamp
HID Lamps \$1.00/lamp

Aerosols

Aerosols \$1.00/each

Paint Related Materials

Paint related materials not covered under the PaintCare program.

Paints, resins, tars, adhesives, etc. \$5.00/gallon

Pesticides & Consumer Chemicals

Pesticides & Consumer chemicals \$8.00/gallon

Unclassified Wastes

For chemical waste streams not directly correlated to the above classes, disposal rates will be based on treatment technology and handling requirements as follows:

\$5-\$50/gallon depending on service

K. Fees**No-Pay Fee**

\$5

If complete payment is not made at the Scale house at the transaction, a "No Payment" form will be filled out and a "No-Pay Fee" will be assessed. This Fee may be removed if complete payment is collected at the Scale house or with the Accounting staff at 1800 Continental Place within 24 hours of the initial transaction.

Late Fee

1% charge

Late fees will be charged if account is delinquent over 30 days

Unsecured Load Fee

50% of disposal charge

As per Skagit County Code, Chapter 12.17 "Vehicles Transporting Solid Waste" (SCC 12.17.)

RESOLUTION



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.a.
2024

Agenda Item Title: Contract Award: 2024 Sewer Mains Replacement #24-112-SEW-001

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$464,717.44 to RAW Land Construction LLC to perform the 2024 Sewer Mains Replacement. The project provides for all materials, equipment, labor and related items to excavate/remove existing sewer main, excavate/remove existing manhole structures, hauling, installation of 600 LF of 8" PVC sewer main, installation of 9 new sanitary sewer manhole structures, reinstating 18 service connections, back fill, asphalt restoration of alley, traffic control and devices, property restoration and other miscellaneous items.

Background:

1. **History:** This project is part of the City's ongoing Inflow and Infiltration (I&I) program. Several sections of the Sanitary Sewer lines in the "B, D, and E" Basin have been identified as deficient in regard to root and ground water infiltration, through separated joints, brick manholes, broken and cracks in the clay piping.
2. **Key Terms:**
 - Contract is for a fixed price of \$464,717.44.
 - Work shall begin the working day following the date of the Notice to Proceed and achieve Physical Completion within 60 calendar days.
3. **Competitive Bidding:** On July 25, 2024 the City [solicited bids](#) for the subject project and on August 6, 2024 a bid opening was conducted and 7 bids were received. RAW Land Construction LLC was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$585,000.00. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	RAW Land Construction LLC
Contract Amount	\$464,717.44
Earmarked Funds	\$1,500,000.00
BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	60 working days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-112-SEW-001 with RAW Land Construction LLC in the amount of \$464,717.44 to perform the 2024 Sewer Mains Replacement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Vicinity Map
2. 24-112-SEW-001 Bid Tabulation
3. 24-112-SEW-001



City of Anacortes

2024 Sanitary Sewer Mains Replacement #24-112-SEW "E & G" Basins



					Raw Land Construction LLC		Tonka Ground Work		SummitX Contractors		In Depth Excavation	
ITEM NO.	ITEM DESCRIPTION	SPEC.	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1-09.7	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 70,000.00	\$ 70,000.00
2	Force Account Unanticipated Site Work	1-09.6	Est.	DOL	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	SPCC Plan	1-07.15	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
4	Erosion Control and Water Pollution Prevention	8-01.5	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
5	Project Temporary Traffic Control	1-10.5(1)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
6	Sawcutting	2-02.5SP	600	LF	\$ 5.00	\$ 3,000.00	\$ 3.00	\$ 1,800.00	\$ 2.00	\$ 1,200.00	\$ 10.00	\$ 6,000.00
7	Removing Asphalt Conc. Pavement	2-03.5	1,340	SY	\$ 12.50	\$ 16,750.00	\$ 27.00	\$ 36,180.00	\$ 10.00	\$ 13,400.00	\$ 34.00	\$ 45,560.00
8	Install new SSMH	7-05.5	9	EA	\$ 7,500.00	\$ 67,500.00	\$ 12,000.00	\$ 108,000.00	\$ 17,250.00	\$ 155,250.00	\$ 8,000.00	\$ 72,000.00
9	Structure Excavation Cl. B, Incl. Haul	2-03.5	12	CY	\$ 250.00	\$ 3,000.00	\$ 233.33	\$ 2,799.96	\$ 50.00	\$ 600.00	\$ 30.00	\$ 360.00
10	Install 8" PVC SS Main	7-17.5	600	LF	\$ 140.00	\$ 84,000.00	\$ 200.00	\$ 120,000.00	\$ 120.00	\$ 72,000.00	\$ 200.00	\$ 120,000.00
11	Crushed Surfacing Top Course	4-04.5	900	CY	\$ 50.00	\$ 45,000.00	\$ 85.00	\$ 76,500.00	\$ 40.00	\$ 36,000.00	\$ 40.00	\$ 36,000.00
12	HMA CL. 1/2 In. PG58H-22	5-04.5SP	228	TON	\$ 210.00	\$ 47,880.00	\$ 189.60	\$ 43,228.80	\$ 250.00	\$ 57,000.00	\$ 195.00	\$ 44,460.00
13	Reconnect Side Service	7-18.5	20	EA	\$ 3,500.00	\$ 70,000.00	\$ 750.00	\$ 15,000.00	\$ 2,800.00	\$ 56,000.00	\$ 1,750.00	\$ 35,000.00
14	Adjust Manholes and Catch Basins to Grade	7-05.3(1)	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00
Indicates error on proposal					Sub Total:	\$ 427,130.00		\$ 449,008.76		\$ 482,450.00		\$ 495,580.00
					Sales Tax:	\$ 37,587.44		\$ 39,512.77		\$ 42,455.60		\$ 43,611.04
					Total Bid:	\$ 464,717.44		\$ 488,521.53		\$ 524,905.60		\$ 539,191.04

CITY OF ANACORTES
Bid Tabulation for
2024 Sewer Mains Replacement #24-112-SEW-001
8/6/2024
Prepared By: John Norris

					SRV Construction Inc		Blackfish Civil Infrastructure Inc		C Johnson Construction Inc	
ITEM NO.	ITEM DESCRIPTION	SPEC.	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1-09.7	1	LS	\$ 31,900.00	\$ 31,900.00	\$ 37,385.60	\$ 37,385.60	\$ 24,670.00	\$ 24,670.00
2	Force Account Unanticipated Site Work	1-09.6	Est.	DOL	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	SPCC Plan	1-07.15	1	LS	\$ 438.00	\$ 438.00	\$ 1,030.40	\$ 1,030.40	\$ 427.00	\$ 427.00
4	Erosion Control and Water Pollution Prevention	8-01.5	1	LS	\$ 5,900.00	\$ 5,900.00	\$ 15,467.20	\$ 15,467.20	\$ 2,490.00	\$ 2,490.00
5	Project Temporary Traffic Control	1-10.5(1)	1	LS	\$ 30,600.00	\$ 30,600.00	\$ 20,384.00	\$ 20,384.00	\$ 1,700.00	\$ 1,700.00
6	Sawcutting	2-02.5SP	600	LF	\$ 5.65	\$ 3,390.00	\$ 7.84	\$ 4,704.00	\$ 12.50	\$ 7,500.00
7	Removing Asphalt Conc. Pavement	2-03.5	1,340	SY	\$ 9.45	\$ 12,663.00	\$ 28.60	\$ 38,324.00	\$ 16.30	\$ 21,842.00
8	Install new SSMH	7-05.5	9	EA	\$ 8,623.00	\$ 77,607.00	\$ 10,370.84	\$ 93,337.56	\$ 10,770.00	\$ 96,930.00
9	Structure Excavation Cl. B, Incl. Haul	2-03.5	12	CY	\$ 152.00	\$ 1,824.00	\$ 420.00	\$ 5,040.00	\$ 290.00	\$ 3,480.00
10	Install 8" PVC SS Main	7-17.5	600	LF	\$ 178.00	\$ 106,800.00	\$ 224.13	\$ 134,478.00	\$ 362.00	\$ 217,200.00
11	Crushed Surfacing Top Course	4-04.5	900	CY	\$ 108.00	\$ 97,200.00	\$ 79.07	\$ 71,163.00	\$ 128.00	\$ 115,200.00
12	HMA CL. 1/2 In. PG58H-22	5-04.5SP	228	TON	\$ 268.00	\$ 61,104.00	\$ 229.31	\$ 52,282.68	\$ 239.00	\$ 54,492.00
13	Reconnect Side Service	7-18.5	20	EA	\$ 2,753.00	\$ 55,060.00	\$ 1,187.90	\$ 23,758.00	\$ 643.00	\$ 12,860.00
14	Adjust Manholes and Catch Basins to Grade	7-05.3(1)	4	EA	\$ 912.50	\$ 3,650.00	\$ 854.70	\$ 3,418.80	\$ 1,670.00	\$ 6,680.00

Indicates error on proposal

Sub Total:		\$ 513,136.00		\$ 525,773.24		\$ 590,471.00
Sales Tax:		\$ 45,155.97		\$ 46,268.05		\$ 51,961.45
Total Bid:		\$ 558,291.97		\$ 572,041.29		\$ 642,432.45



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and RAW Land Construction LLC, a private contractor at 2430 E Bakerview Rd, Bellingham, WA 98226 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **Sewer Mains Replacement**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 24-112-SEW-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

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

- II. **PRICE.** The Total Contract Price is **Four Hundred Sixty-Four Thousand Seven Hundred Seventeen Dollars and Forty-Four Cents (\$464,717.44)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Sixty (60) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the

extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

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

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

RAW Land Construction LLC

Title

Date

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

Attention: City Clerk

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

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

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

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

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

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Sixty (60) calendar days** after the date of the Notice to Proceed.

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

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

The undersigned bids for complete construction of the following described project:

The work provided for this project will include all costs for materials, equipment, labor and related items to excavate/remove existing sewer main, excavate/remove existing manhole structures, hauling, installation of 600 LF of 8" PVC sewer main, installation of 9 new sanitary sewer manhole structures, reinstating 18 service connections, back fill, asphalt restoration of alley, traffic control and devices, property restoration and other miscellaneous items in accordance with the attached Contract Plans, Contract Provisions, and the Standard Specifications.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid. **The total base bid amount plus all options will be used for evaluation purposes in the determination of the lowest responsive and responsible bidder.**

CITY OF ANACORTES 2024 SEWER MAIN REPLACEMENT PROJECT

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	LS	MOBILIZATION 1-07.15	At \$ 50,000.00 Per Lump Sum	\$ 50,000.00
2	EST	DOL	FORCE ACCOUNT UNANTICIPATED SITE WORK 1-09.6	At \$25,000 Per Est. Dol Amount	\$ 25,000.00
3	1	LS	SPCC 1-07.15	At \$ 2,500.00 Per Lump Sum	\$ 2,500.00
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ 3,500.00 Per Lump Sum	\$ 3,500.00
5	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 5,000.00 Per Lump Sum	\$ 5,000.00
6	600	LF	SAW CUTTING 2-02.5	At \$ 5.00 Per Linear Foot	\$ 3,000.00
7	1340	SY	ASPHALT/ CONCRETE REMOVAL 2-02.5	At \$ 12.50 Per Square Yard	\$ 16,750.00

ATTACHMENT C - BID PROPOSAL
2024 SEWER MAIN REPLACEMENT #24-112-SEW-001
PAGE 3 OF 4

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	9	EA	NEW SSMH INSTALLATION 7-05.5	At \$ 7,500.00 Per Each	\$ 67,500.00
9	12	CY	STRUCTURE EXCAVATION CI. B, INCL. HAUL 2-03.5	At \$ 250.00 Per Cubic Yard	\$ 3,000.00
10	600	LF	8" PVC SS MAIN INSTALLATION 7-17.5	At \$ 140.00 Per Linear Foot	\$ 84,000.00
11	900	CY	CRUSHED SURFACING TOP COURSE 4-05.5	At \$ 50.00 Per Cubic Yard	\$ 45,000.00
12	228	TON	HMA CL. 1/2 INCH PG58H-22 5-04.5	At \$ 210.00 Per Ton	\$ 47,880.00
13	20	EA	RECONNECT SIDE SERVICE 7-18.5	At \$ 3,500.00 Per Each	\$ 70,000.00
14	4	EA	ADJUST MANHOLES AND CATCH BASINS TO GRADE 7-05.3(1)	At \$ 1,000.00 Per Each	\$ 4,000.00
					SUBTOTAL \$ 427,130.00
					SALES TAX (8.8%) \$ 37,587.44
					TOTAL BID \$ 464,717.44

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum # 0 through # 5, Initial DW

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

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

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

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS: To report bid rigging activities call: 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

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

Name of Bidder: RAW Land Construction LLC

Contact Name: Sean Winterburn

Mailing Address: 2430 E Bakerview Rd

City, State, Zip: Bellingham WA 98226

Business Telephone: _____ Cell Phone: 360-441-6226

Email Address: info@rawlandconstructionllc.com

Contractor's State License No: RAWLALC857NL

UBI Number: 603 524 135

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

(Corporate Seal)	<u>RAW Land Construction LLC</u> Name of Bidder	<u>Managing Member</u> Title
8/6/2024	 Signature of Bidder	
Date	<u>Sean Winterburn</u> Print Name	

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



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.b.
2024

Agenda Item Title: Contract Modification: Water System Plan Update #21-173-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 Carollo Engineers, Inc. in the amount of \$106,292.00, increasing the total contract price to \$603,952.00.

Background:

1. Reason for Contract Change: While working through the Project, changes were made to the water system that requires additional tasks not in the original scope of work. This includes the acquisition of the South Fidalgo Water System, changes to the City's Fire Flow requirements, in-person evaluation of WTP, and updated Capital Project forecast.

2. History: The City initiated this Plan update recognizing the importance of planning, developing, and recommending water system facilities that provide reliable and efficient service for existing customers and to serve anticipated growth. The Plan is designed to meet state, county, and local requirements. The City's last Water System Plan Update was completed in 2007 and amended in 2015. This Plan will be consistent with the City's current update of the City's Comprehensive Plan, creating a cohesive and complementary set of documents.

3. Competitive Bidding: On July 13, 2021 the City [requested proposals](#) for the subject project with a closing date of 8/10/21. Five proposals were received and were scored based on specific criteria by the evaluation committee. Carollo Engineers, Inc. was selected after which a price was negotiated.

4. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$603,952.00.

- The term is through 12/31/24.

Budget Impact:

Consultant	Carollo Engineers, Inc.
Original Agreement Amount	\$497,660.00
Modification 01 executed 11/17/23	\$0
Current Agreement Amount	\$497,660.00
Change Per this Modification	\$106,292.00
Total After Modification	\$603,952.00
Total Sum Increase from Original Amount	21.36%
Earmarked Funds	\$375,590.00
BARS #	401.730.594.34.63
Paid on Contract as of 8/13/24	\$330,823.50
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/24

Previous Action: Council approved Contract [21-173-WTR-001](#) at the [2/22/22](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 21-173-WTR-001 with Carollo Engineers, Inc. in the amount of \$106,292.00, increasing the total contract price to \$603,952.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 21-173-WTR-001 Mod 02



**Contract Number 21-173-WTR-001
MODIFICATION 02**

Date August 19, 2024
Page 1 of 1 Page

Contract Title **WATER SYSTEM PLAN UPDATE**
Consultant **CAROLLO ENGINEERS, INC.**

BACKGROUND

This modification is issued in accordance with Article 22, Changes/Additional Work. While working through the Project, changes were made to the water system that requires additional tasks not in the original scope of work. Accordingly, the contract price is increased by \$106,292.00 from \$497,660.00 to \$603,952.00, and the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work. The following second paragraph is added:

“Due to changes made to the water system, including the acquisition of the South Fidalgo Water System, changes to the City’s Fire Flow requirements, in person evaluation of WTP, and updated Capital Project forecast, additional tasks are needed to complete the Project. Per Modification 02, Consultant will perform the additional tasks outlined in Exhibit B, which is incorporated by reference and attached hereto.”

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 **Six Hundred Three Thousand Nine Hundred Fifty-Two Dollars (\$603,952.00)**. Payments shall be made in accordance with the Consultant’s Project Budget as submitted with their proposal identified as Exhibit A, and the Project Budget for Modification 02 identified as Exhibit C. Both Exhibits are incorporated by reference and attached hereto.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

CAROLLO ENGINEERS, INC.

By _____

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$497,660.00</u>	Original Contract Completion Date	<u>12/31/2023</u>
Current Agreement Amount	<u>\$497,660.00</u>	Current Contract Completion Date	<u>12/31/2024</u>
Change Per this Modification	<u>\$106,292.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$603,952.00</u>	Contract Completion Date After Change	<u>12/31/2024</u>

**CITY OF ANACORTES
WATER SYSTEM PLAN UPDATE
SCOPE OF SERVICES**

The following Scope of Services has been developed to further assist the City of Anacortes (City) with additional analysis.

PROJECT ASSUMPTIONS

1. Carollo Engineers, Inc. will be referred to as "Consultant" in this document.
2. The City of Anacortes and its staff will be referred to as "City" in this document.
3. All meetings will be held on Microsoft Teams, unless otherwise specified.
4. Draft Chapters will be provided in electronic copy (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
5. City comments on draft chapters will be documented in the Project Comment Response Log by the Consultant. The Consultant will prepare responses to address the comments in the Comment Response Log for the City's review and acceptance. Resulting changes will be incorporated in the Draft Agency Review Plan, rather than reissuing a draft chapter at the time. However, revised draft chapters can be produced upon City required.
6. Electronic Demand Tool will be provided in .xlsx format.
7. The Consultant will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Consultant-led meetings.
8. Meeting notes and related materials will be transmitted electronically in MS Word and PDF formats via email.
9. The City will print and produce all documents as necessary for its use.
10. The City will provide available information related to the project and as requested by the Consultant in a timely manner. The City shall furnish Consultant available studies, reports, and other data pertinent to Consultant's services; obtain, or authorize Consultant to obtain, or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.
11. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates

TASKS

To meet the objectives of this Scope of Services, the Consultant shall complete the tasks as summarized in the table below and discussed in detail in the text that follows. This amendment is in addition to the remaining scope and budget from the original contract.

TASK SUMMARY	
100	Planning Considerations
200	Demand Forecasts and Water Supply Strategy
400	Distribution System Analysis
500	Water Quality and Water Treatment
700	Capital Improvement Plan
1000	Project Management

TASK 100 – PLANNING CONSIDERATIONS

The purpose of this task is to update the City's policies and criteria, and document the existing system (e.g., supply, storage, booster pump stations, interties, and distribution) to include the South Fidalgo system.

TASK 100 ACTIVITIES

106. Revision of Draft Chapters 2 and 3 with South Fidalgo. Carollo will review and update the policies and criteria chapter to include an explanation of the South Fidalgo system having a different fire flow requirement than the main Anacortes system. Additionally, Carollo will update the existing system chapter to address any required changes based on the new system analysis.

Task 100 Assumptions

1. No hard copy of the chapter will be distributed.

Task 100 City Inputs

1. Requested Data from Task 106.

Task 100 Consultant Deliverables

1. Update Chapter 2 – Existing System
2. Update Chapter 3 – Policies and Criteria

TASK 200 – DEMAND FORECASTS AND WATER SUPPLY STRATEGY

The purpose of this task is to update the demographic analysis and demand projections to include the City's newly acquired South Fidalgo system; 10-year and 20-year planning horizons will be evaluated using the best available information. This task consists of the following activities:

TASK 200 ACTIVITIES

203. Demand Projections with South Fidalgo. Demographic projections were developed for 10 years and 20 years, using available data provided by the City. Incorporate City comments to finalize demographic projections.

208. Chapter 4 Revision. The water demand forecast chapter was updated to include South Fidalgo demand projections.

Task 200 Assumptions

1. City can provide available data for Task 203.
2. No hard copy of the chapters will be distributed.
3. The Service Area and pressure zones will be delineated prior to development of the water requirements.

Task 200 City Inputs

1. Requested Data from Task 203.
2. Comments on the updated Draft Chapter 4 – Water Demand Forecasts.

Task 200 Consultant Deliverables

1. Updated Draft Chapter 4 – Water Demand Forecasts.
2. ROC for Draft Chapter 4.
3. Demographic and Demand Forecast Tables.
4. Electronic Demand Model.

TASK 400 – DISTRIBUTION SYSTEM ANALYSIS

The purpose of this task is to update the demographic analysis and demand projections to include the City's newly acquired South Fidalgo system; 10-year and 20-year planning horizons will be evaluated using the best available information. This task consists of the following activities:

TASK 400 ACTIVITIES

410. HDR Model Transmittal. The objective of this subtask is to prepare and review the new water distribution hydraulic model to send to HDR for their use in determining the feasibility of the new Merlino Properties Mixed Use Development. This task consists of the following activities:

- Model Review and QA/QC. Complete a comprehensive model QA/QC to ensure the calibrated model is ready for use. This model transmittal included only the existing system scenario, as future demands were still under development at the time.
- Merlino Properties Mixed Use Development. Estimate demands for the new Merlino Properties Mixed Use Development based on existing proposed building plans provided by the City. This also included collaboration with HDR to finalize the estimated demand.
- Model Transmittal and TM. Prepare the model for transmittal and summarize it into a Model Transmittal TM to be provided with the model files.

411. Additional Lateral Piping Model Development. The purpose of this subtask is to update the hydraulic model with a handful of selected lateral piping areas specified by the City that have customers meters located on them. The task includes rerunning the hydraulic model to confirm there are no additional system deficiencies at these specified locations.

412. Fire Flow Requirements Review. The purpose of this subtask is to review fire flow requirements and provide comparative analysis with up to three (3) adjacent utilities.

413. South Fidalgo System Analysis. The purpose of this subtask is to update the system analysis for the South Fidalgo area. Fire flow requirement was decreased from 1,000 gpm to 500 gpm. Storage, pumping, and modeling analysis are to be revised, as well as the original system recommendations presented to City staff. One additional meeting with City staff to discuss findings and updates to the recommendations.

414. System Analysis Revision. The objective of this subtask is to revise and update the system analysis based on the updated fire flow requirements.

- Fire Flow Comparison Table. Draft a comparison table that compares the list of building specific fire flow requirements and the land use fire flow requirements.
- Fire Flow Reallocation. Reallocate fire flow in the hydraulic model to remove the higher, building specific fire flow requirements and only use land use fire flow requirements. Additionally, the South Fidalgo system fire flow requirement will be reallocated to 500 gallons per minute (gpm).
- Model Rerun. Rerun the hydraulic model in order to update the system deficiencies under fire flow conditions.
- System Analysis Mapping and Figure Updates. Update the system analysis figures to reflect the updated model runs and system deficiencies.
- Storage and Pumping Analysis Revision. Update the storage and pumping analysis to reflect the revised fire flow requirements.
- System Deficiencies and Recommendations Revision. Update the system deficiencies and general recommendations based on the revised storage and pumping analysis and the revised fire flow analysis.
- In person System Deficiencies Meeting. Facilitate a meeting to review the revised results from the pumping, storage, and fire analyses. Discuss revised potential improvement projects.
- Chapter 7: Distribution System Analysis Revision. Update and deliver draft Chapter 7: Distribution System Analysis for the City's review and approval. An electronic version of the draft chapter will be sent to the City for review. City comments and Consultant responses will be tracked in the ROC. Comments on the chapters will be incorporated into the Final Plan.

Task 400 Assumptions

1. City can provide elements listed under Task 410.
2. No hard copy of the Model Transmittal TM or Chapter 7 will be distributed.
3. The System Deficiencies Meeting will be in person.

Task 400 City Inputs

1. Requested Data.
2. Comments on the lateral locations under consideration.
3. Comments on draft Chapter 7: Distribution System Analysis.

Task 400 Consultant Deliverables

1. Model Transmittal TM – one version
2. Updated system maps and figures.

3. Hydraulic Model files.
4. Meeting agendas, Materials, and Minutes.
5. Chapter 7: Distribution System Analysis

Task 400 Meetings

1. Model meeting with HDR.
2. South Fidalgo Revisions meeting.

TASK 500 – WATER QUALITY AND WATER TREATMENT

The purpose of this task is to summarize water quality regulations and reporting requirements, evaluate water quality against regulations, summarize any water quality violations, and recommend improvements, if necessary, to meet anticipated or future water quality regulations. The task will consist of the following activities:

TASK 500 ACTIVITIES

501. Data Acquisition. Prepare a data request for the required information. The request may include, but is not limited to, the following:

- Water Quality Sampling Procedures & Program.
- Consumer Confidence Reports.
- Water quality violations, if applicable.
- Revised Coliform Monitoring Plan.
- Boil Water Notices.
- Historical water quality data from online analyzers.
- Historical electrical and chemical usage data.

502. Site Visit of Treatment Plant to understand the existing infrastructure. Task includes interviewing operators regarding plant operations, current limiting processes, and areas of concern. Site summary will be developed to summarize the facility operations.

503. Historical Raw/Finished Water Quality, Regulatory Assessment and Finished Water Quality Goals. Results and recommendations will be presented and discussed to the City during Meeting No.9.

- Raw Water Quality. The Consultant shall provide a summary of available historical raw water data for the WTP. This task will include identifying and tabulating the existing raw water quality data.
- Finished Water Quality. The Consultant shall provide a summary of available finished water quality data for the WTP. This task will include identify and tabulating the existing finished water quality data.
- Historical Regulatory Compliance and Future Requirements. Prepare a summary of the current and anticipated future drinking water regulatory requirements and compare these requirements to the current Anacortes WTP finished water quality. Current process capabilities will be compared/contrasted with finished water quality goals to determine if additional treatment processes are recommended for future compliance.

504. Existing Facilities and Operational Performance. The purpose of this task is to establish a baseline understanding of the existing WTPs infrastructure (i.e., intakes, critical pipelines, facilities, and property) and summarize performance history.

- Summary of Previous Studies. Compile and provide a summary of existing studies, annual reports and other documents related to WTP performance and raw water quality.
- Risk Analysis. Review general site and facility risk from natural hazards such as flooding, earthquake, and wildfire using latest regulatory guidelines. Provide general recommendations for future planning to mitigate risks, if needed.
- Summary of Historical Performance. Provide an overview of operational performance measures, including raw water flow rates; daily production rates; electrical power usage; chemical usage; sludge production; settled, filtered and finished water turbidity; filter operations and overall plant production efficiency; and chlorine disinfection performance. Determine areas for improvement or general optimization based on performance evaluation and operator observations.
- Summary of Major Equipment and Future Planning. Compare major equipment ages, criticality, and conditions as noted by operators or field observations to industry standard replacement recommendations to determine the need of any near term replacements.
- Planning for future work. This task includes:
 - Based on general plant observations, provide a recommendation for when a full facility plan will be needed.
 - Discuss asset management options. Based on discussion, develop projects and studies needed for this approach and timeline for implementation.
 - Discuss Engineering Operations Manual (EOM) options for transitioning unsupported EOM to a new platform. Based on discussion, develop projects and studies needed for this approach and timeline for implementation.

505. Meeting No. 9 – Water Quality and Treatment. Included in original budget.

506. Draft Chapter 8 Development. Included in original budget.

Task 500 Assumptions

1. City can provide elements listed under Task 501.
2. No hard copy of the chapter will be distributed.
3. This task does not include review or update of the City's Water Quality Monitoring Plan, Coliform Monitoring Plan, and other water quality programs and plans.
4. Water Quality data is provided in excel format

Task 500 City Inputs

2. Requested Data from Task 501.
3. Water Quality Sampling Procedures & Program.
4. Revised Coliform Monitoring Plan.
5. Comments on Draft Chapter 8 – Water Quality and Water Treatment.

Task 500 Consultant Deliverables

1. Draft Chapter 8 – Water Quality and Water Treatment.

2. ROC for Chapter 8 – Water Quality and Water Treatment.

Task 500 Meetings

1. Site Visit – Treatment Plant Tour
2. Meeting No. 9 – Water Quality and Treatment and plans for the future.

TASK 700 – CAPITAL IMPROVEMENT PLAN

The purpose of this task is to update the recommended improvements for the water system based on the updated system analysis in accordance with the City's policies and criteria. This task consists of the following activities:

TASK 700 ACTIVITIES

707. Capital Improvement Plan Revision. The objective of this subtask is to update the Capital Improvement Plan based on the system analysis revisions completed as a part of Task 400. This task consists of the following activities:

- CIP Projects with Triggers Revision. Update the identified CIP projects based on the revised system analysis and deficiencies. A project description and a recommended implementation date, based on a quantitative project "trigger", will be defined for each CIP project.
- Cost Estimates Revision. Update planning level cost estimates for all recommended projects.
- CIP Project Revision Meeting. Facilitate meeting with City Staff to review the revised recommended CIP in person at City Office.

Task 700 Assumptions

1. City can provide elements listed under City Inputs below.
2. No hard copy will be distributed.
3. The CIP Project Revision Meeting will be in person.

Task 700 City Inputs

1. Requested Data.

Task 700 Consultant Deliverables

1. CIP Cost Estimates.
2. Electronic CIP Tool.
3. Meeting Agenda, Materials, and Minutes.

Task 700 Meetings

1. In person CIP Project Revision Meeting

TASK 1000 – PROJECT MANAGEMENT

The original scope of services assumed the project duration was 18 months. Due to delays in the projects, the schedule was extended by eight months and additional project management is required. This task was intended to be primarily completed by July 1 of 2024. However, project continued to be delayed and is

extended by another six months under December 31, 2024. If the final review process is delayed, this will be discussed with the City, at that time.

1001. *Monthly Progress Reports and Invoices.* This subtask includes efforts to prepare monthly progress reports documenting the completed tasks and status of the project, including budget.

1002. *Client Coordination.* This subtask includes hours spent on coordination between Carollo and the City.

1003. *Remaining Original Scope Rate Adjustment.* This subtask includes cost to cover the rate adjustment for the remaining scope items from the original scope. Includes Subtasks 409, 505, 506, 704, 705 and Tasks 800 and 900.

 CONTRACT 21-173-WTR-001 EXHIBIT C WATER SYSTEM PLAN UPDATE PROJECT BUDGET														
TASK / DESCRIPTION		PM Kammereck	APM Nabonnand	QM Khouvilay	WQ	Planning Eng LaPorte	GIS Christensen	DP Varies	Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST
		Total Labor Rate	\$305.00	\$225.00	\$305.00	\$225.00	\$145.00	\$140.00	\$120.00			PECE		
												Travel, Shipping and Printing	\$ 15.00	Total ODC
Task 100 - Planning Considerations		2	4	0	0	12	4	8	30	\$ 4,770	\$ -	\$ 450	\$ 450	\$ 5,220
106	Revision of Draft Chapters 2 and 3 w/ South Fidalgo	2	4			12	4	8	30	\$ 4,770	\$ -	\$ 450	\$ 450	\$ 5,220
Task 200 - Demand Forecasts and Water Supply Strategy		2	4	4	0	22	4	6	42	\$ 7,200	\$ -	\$ 630	\$ 630	\$ 7,830
203	Demand Projections w/South Fidalgo		2	4		14			20	\$ 3,700	\$ -	\$ 300	\$ 300	\$ 4,000
208	Revision of Draft Chapter 4 w/ South Fidalgo	2	2			8	4	6	22	\$ 3,500	\$ -	\$ 330	\$ 330	\$ 3,830
Task 400 - Distribution System Analysis		7	36	24	0	124	16	16	223	\$ 39,695	\$ 200	\$ 3,345	\$ 3,545	\$ 43,240
410	HDR Model Transmittal	1	4	6		18	0	2	31	\$ 5,885	\$ -	\$ 465	\$ 465	\$ 6,350
411	Additional Lateral Piping Model Development		4	4		16	6	6	36	\$ 6,000	\$ -	\$ 540	\$ 540	\$ 6,540
412	Fire Flow Requirements Review		2			6			8	\$ 1,320	\$ -	\$ 120	\$ 120	\$ 1,440
413	South Fidalgo Modeling (Deficiencies and Recommendations Revisions)	2	6	4		24	2		38	\$ 6,940	\$ -	\$ 570	\$ 570	\$ 7,510
414	System Analysis Revision	4	20	10		60	8	8	110	\$ 19,550	\$ 200	\$ 1,650	\$ 1,850	\$ 21,400
Task 500 - Water Quality and Water Treatment		0	0	0	62	28	0	0	90	\$ 18,010	\$ 200	\$ 1,350	\$ 1,550	\$ 19,560
501	Data Acquisition				6	4			10	\$ 1,930	\$ -	\$ 150	\$ 150	\$ 2,080
502	Site Visit				8	8			16	\$ 2,960	\$ 200	\$ 240	\$ 440	\$ 3,400
503	Historical Raw/Finished Water Quality, and Reg Assessment and Goals				24				24	\$ 5,400	\$ -	\$ 360	\$ 360	\$ 5,760
504	Existing Facilities and Operational Performance				24	16			40	\$ 7,720	\$ -	\$ 600	\$ 600	\$ 8,320
Task 700 - Capital Improvement Plan		6	10	4	0	30	0	0	50	\$ 9,650	\$ 200	\$ 750	\$ 950	\$ 10,600
707	Capital Improvement Plan Revision	6	10	4		30			50	\$ 9,650	\$ 200	\$ 750	\$ 950	\$ 10,600
Task 1000 - Project Management		24	32	0	0	0	0	8	64	\$ 15,480	\$ -	\$ 960	\$ 960	\$ 23,244
1001	Monthly Progress Reports and Invoices	8	8					8	24	\$ 5,200	\$ -	\$ 360	\$ 360	\$ 5,560
1002	Client Coordination	16	24						40	\$ 10,280	\$ -	\$ 600	\$ 600	\$ 10,880
1003	Remaining original scope rate adjustment													\$ 6,804
Tasks Total		41	86	32	62	216	24	38	499	\$ 94,805	\$ 600	\$ 7,485	\$ 8,085	\$ 106,292



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.c.
2024

Agenda Item Title: Contract Award: Whistle Lake High Hazard Potential Dam (HHPD) Risk Assessment #24-229-ENG-001

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Andrew Rheume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$246,452.60 to DGK Inc. dba Widener and Associates to assist the City in conducting survey, geotechnical analysis, and hydrological analysis to determine the structural risks of Whistle Lake Dam and create a Whistle Lake Dam specific hazard mitigation plan. This contract is reimbursable up to 65% through the Dept of Ecology HHPD Grant Program.

Background:

1. **History:** Whistle Lake previously served as a water supply for Anacortes residents. While the City no longer draws water from the Lake, it remains as an emergency backup water source. The department of Ecology has given Whistle Lake Dam an assessed rating of "poor". Meaning that the Dam may have safety deficiencies. This contract will bring in a consultant to provide a detailed analysis on the Dam and provide a plan to mitigate potential safety concerns.
2. **Key Terms:**
 - Contract is on a time and materials basis not to exceed \$246,452.60.
 - The period of performance under this Agreement is through August 26, 2025.
3. **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	DGK Inc. dba Widener and Associates
Contract Amount	\$246,452.60
Earmarked Funds	\$240,000 in CFP
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	8/26/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-229-ENG-001 with DGK Inc. dba Widener and Associates in the amount of \$246,452.60 to perform the Whistle Lake Dam HHPD Risk Assessment.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-229-ENG-001



AGREEMENT #24-229-ENG-001
Between
THE CITY OF ANACORTES
AND
DGK INC. DBA WIDENER & ASSOCIATES

WHISTLE LAKE DAM HHPD RISK ASSESSMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and DGK Inc. dba Widener and Associates, hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City with creating a Whistle Lake Dam HHPD Risk Assessment, as detailed in Exhibit A, which is attached hereto and incorporated by reference. The City has received funding from the Washington State Department of Ecology for the performance of this Scope of Work, and all tasks shall meet the requirements of Agreement WRHHPD-2022-Anacor-00009 between the City of Anacortes and the Washington State Department of Ecology, which is attached hereto as Exhibit B and incorporated by reference. Work shall be performed under the direction of Logan Lee, or designee, hereinafter referred to as Project Manager.

2. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- a. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

3. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Two Hundred Forty-Six Thousand Four Hundred Fifty-Two Dollars and Sixty Cents (\$246,452.60)**. The billable rates for services provided shall be in accordance with Exhibit A.

4. **Period of Performance.** The period of performance under this Agreement is from inception through August 26, 2025.

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

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

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

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

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

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the **Disputes** clause contained herein.

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

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

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

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

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

13. **General and Professional Liability Insurance.**

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

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

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

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

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

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

3. **Professional Liability** insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

16. **Standard of Care.** The Consultant represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent

with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the services, at the City's discretion.

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

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

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

20. **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.

21. **Right to Terminate Agreement.**

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

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

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

23. **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.

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

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

26. **Disputes**

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

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

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

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

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

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

29. **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.

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

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

32. **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@anacorteswa.gov

CONSULTANT:
DGK Inc. dba Widener & Associates
Ross Widener
1902 120th Pl. S.E. STE 202
Everett, WA 98208
ross@widener-enviro.com

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

CITY OF ANACORTES

DGK INC. dba WIDENER & ASSOCIATES

By _____

By _____

Date _____

Title _____

Date _____

AGEREMENT 24-229-ENG-001**Exhibit A****SCOPE OF WORK****Whistle Lake Dam HHPD Risk Assessment**

Widener and Associates (Widener) and their subconsultants, under an agreement with the City of Anacortes (the City), will assist the City in conducting survey, a geotechnical analysis, and a hydrological analysis to determine the structural risks of Whistle Lake Dam and help the City properly address said risks and create a Whistle Lake Dam specific hazard mitigation plan (HMP).

The following tasks will be completed as part of this scope of work.

Task 1: Consultant Project Management

Manage the work outlined in this scope of work to complete the project within the approved budget and within the timeframes targeted for implementation by Consultant A&E staff.

Deliverables from the A&E Team:

- Monthly progress reports (PDF format)
- Monthly invoices (PDF format)

Task 2: Topographic Survey

The survey will need to include surveying of the elevations and limits of the dam, its reservoir and principal spillway. Survey all structures and improvements on site (i.e. bridges, culverts etc.) Topographic features of notes (i.e. top and bottom of banks, rocks, erosion etc.) Producing at least twenty cross sections for three hundred feet of the Spillway.

Gathering ground information at least twenty feet for the width and seventy-five feet for the length of the Dam. Gathering enough ground information at least three hundred feet south of the Dam to produce contour intervals at one foot.

Deliverables:

- Please see below scope and fee from Northwest Surveying & GPS, Inc.

Task 3: Gaining Access to Site

Due to Whistle Lake Dam's location and the surrounding park's recreational uses, there is very limited access to the dam. Walking trails which range from 3 to 6 feet wide are the only access paths. Trail paths 21, 22 and 205 will be used to access the site. See Figure 2.

After consultations with specialists from GeoEngineers, Inc. it was determined that small portable drill rig equipment powered by a 5- hp Briggs & Stratton engine can be used for geotechnical analysis. This equipment can be driven most of the way on ATVs or the Park's departments or other small off-road vehicles and then hand carried to the dam.

Steel sheets will need to be placed over the older water crossing structures to ensure vehicles hauling the heavy drilling equipment will not cause damage. Trees hanging over the existing access paths will also need to be removed to provide safe access. 9 trees will be removed from Trail 205 and 1 tree will be removed from Trail 21.

Task 3.1: Permitting for Tree Removal & Minor Disturbance Along Trail Access Routes

Since a drill rig needs to access the dam location, permitting will be required to remove 10 trees for vehicle access. 9 trees will be removed from Trail 205 and 1 tree will be removed from Trail 21. See Figure 2 for the trail path locations. Equipment access to remove the trees and access for the drilling equipment may cause minor trail disturbance. To restore the trails to pre-existing condition re-grading of the trails after tree removal and geotechnical work is done will occur. Since trees need to be removed and minor soil disturbance will occur local permits need to be obtained. Permits and the reports needed to obtain said permits will include:

- Critical Area Report identifying all regulated critical areas and the proposed impacts.
- A SEPA Exemption– for tree removal and minor trail disturbance.

Also due to the public and political interest in this area a public meeting will need to be held to keep the public informed. They will be provided with a scope of the project, how the project will affect the trails and dam and the proposed timeline for this initial investigation.

Deliverables:

- Critical Areas Report
- SEPA Exemption

Task 4: Geotechnical Investigation and Soil Analysis

The scope for the geotechnical investigation and study will focus on the area around the dam. It will evaluate the stability of the dam under static and seismic loading conditions to determine if the dam is meeting current standards for dam design. The City expects such analysis to include soil data collection from 3 borings. One boring from the dam's slope embankment, foundation, and spillway. See Figure 3 for potential locations of bore holes. Geotechnical investigations will include conducting a standard penetration test, a seepage analysis, looking at the soil's density, moisture and grain size and finding the Atterberg limits of the soil. For geotechnical investigations portable drill rig equipment powered by a 5- hp Briggs & Stratton engine will be driven and carried to the site. Trail paths 21, 22 and 205 will be used to access the dam.

Deliverables:

- Please see below scope and fee from GeoEngineers

Task 5: Hydrological Analysis

The scope of work will include having an engineer calculate the IDF's impact on the reservoir water surface elevation and the water surface's relationship to the design freeboard. These calculations will be done based off the survey elevations collected in the field. The main goal of

the hydrologic analysis will be to evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the IDF and still maintain the reservoir's water surface below the design freeboard during the design flood event.

Deliverables:

- Please see below scope and fee from WSE

Task 6: Environmental Permit Scoping

Permit scoping will be used to prepare an environmental and permitting analysis plan that will be used as the “road map” and provide the groundwork for successful permitting efforts going forward with the proposed repair option to bring the dam back into compliance with the dam safety regulations as per Chapter 173-175 RCW.

Deliverables:

- Environmental and permitting analysis plan - The plan will identify the regulatory programs, permits, agency contacts, submittal requirements, and schedule and timeline for permit applications. This plan will identify the critical regulatory path and interrelationships with other permits to lead in timely development of thorough and complete submittal packages, in turn providing for timely receipt of permits and approvals. Expected permit reports and applications include:
 - Critical Area Reconnaissance Report identifying all regulated critical areas.
 - Wetland delineation identifying any wetlands around the dam.
 - Wetland mitigation report if wetland or critical areas will be impacted for dam repairs and construction access improvements (if needed).
 - JARPA application if fill or dredge in a wetland or water body is required.
 - A Habitat Assessment Report for the ACFL and all proposed impacts.
 - A Critical Area Conditional Use Permit & SEPA Checklist– for trail access upgrades and modifications to the dam if needed which will impact the surrounding vegetation.
 - A Shoreline Exemption Permit (SEPA Exempt) – For spill way maintenance activities.
 - If the Engineer analysis determines that upgrades are necessary to the dam that would modify or expand the existing design, it is possible the project will have to obtain a Shoreline Substantial Development Permit.
 - If in-water work is needed an HPA permit application will need to be applied for through the APPS program run by WDFW.

Task 7: Alternatives Analysis

Based on the findings from the geotechnical investigations and hydrological analysis a report will be created to list mitigation goals and future actions to understand and help reduce the long-term risks/vulnerabilities of Whistle Lake Dam.

The goal of the Alternatives Analysis will be to evaluate the different choices available to bring the dam into compliance with the dam safety regulations as per Chapter 173-175 RCW. These

options may include maintenance activities City crews can perform, modification to the dam and spillway, building a backup dam downstream from the existing dam or removing the dam all together. This analysis will consider all options and list the pros and cons for each one ultimately making a recommendation for which option to pursue to best reduce safety concerns.

Deliverables:

- Alternatives Analysis Report

Task 8: Create annex to Skagit County Mitigation Plan to include all dam risks

The City of Anacortes will work with Skagit County to update the HMP to include all dam risks. A request to FEMA has been submitted to extend the mitigation plan requirement by 12 months using Extraordinary Circumstances letter.

Deliverables:

- FEMA approved Anacortes annex for Skagit County HMP which includes all dam risks

Project Name		Whistle Lake Dam HHPD Risk Assessment		
Client		City of Anacortes		
Location		Anacortes WA	Date	6/20/2024
Tasks	Project Manager	Project Biologist	Senior Biologist	Task Total
	Hours	Hours	Hours	Costs
1.2 Consultant Project Management				
Monthly invoices	25	40	25	
Monthly progress reports	5	4	25	\$ 14,949.20
Task 2: Topographic Survey				
Baseline Data & Topographical map	62	40	78	\$ 23,434.00
Task 3: Gaining Access to Site				
Access to the site				\$ -
Task 3.1: Permitting for Tree Removal & Minor Disturbance Along Trail Access Routes				
Critical Areas Report	16	40	24	
Draft SEPA Exemption	16	40	24	
Final SEPA Exemption	8	10	8	\$ 21,372.00
Task 5: Hydrological Analysis				
Hydrological Services	32	0	42	\$ 10,512.00
Task 6: Environmental Permit Scoping				\$ 21,500.00
Critical Areas/Habitat Assessment/ Wetland Report	4	56	32	
JARPA Application	8	30	8	
Shoreline & SEPA Application	4	30	8	
HPA Application	4	16	8	\$ 6,720.00
Task 7: Alternatives Analysis				\$ 30,000.00
Draft Alternatives Analysis Report	32	72	56	
Final Alternatives Analysis Report	18	49	35	\$ 10,920.00
Total hours	234	427	373	
	Hours	Rate	Cost	
W&A Personnel Summary				
Project Manager	234	\$171.00	\$40,014.00	
Project Biologist	427	\$86.80	\$37,063.60	
Senior Biologist	373	\$120.00	\$44,760.00	
W&A Total				\$121,837.60
Subconsultants				
Northwest Surveying & GPS, Inc.				\$ 7,500.00
GeoEngineers				\$ 72,039.00
WSE				\$ 45,076.00
TOTAL ESTIMATED COST				\$ 246,452.60



Northwest Surveying & GPS, Inc.

LAND SURVEYING & GLOBAL POSITIONING SERVICES

407 5th Street, Lynden, WA 98264

Phone: 360-354-1950, Fax: 360-354-7644, Email: jeromy@nwsurvey.com

Jordan Widener
Widener and Associates, Inc.
10108 32nd Ave. W D,
Everette, WA. 98204

Phone: 510-725-2291

Email: jordancw@widener-enviro.com

06/11/2024: Estimate for surveying, mapping and related services: Topographic Survey of the Whistle Lake Dam and Spillway, Anacortes - Parcel No. P20027.

Jordan,

My estimate for the above services is no less than **\$7,200.00** and not to exceed **\$7,500.00** includes the following from your Topographic request of the Whistle Lake Dam and Spillway:

DATUM

Unless impractical or cost prohibitive, all projects shall be on current datums. If it becomes impractical to locate a project on one of the following datums, contact the client prior to execution of the survey work.

- NAVD 88
- NAD 83

Onsite Improvements & Conditions

- Survey all structures and improvements on site (i.e. bridges, culverts etc.)
- Topographic features of note (i.e. top and bottom of banks, rocks, erosion etc.)
- Producing at least twenty cross sections for three hundred feet of the Spillway.
- Gathering ground information at least twenty feet for the width and seventy-five feet for the length of the Dam.
- Gathering enough ground information at least three hundred feet south of the Dam to produce contour intervals at one foot.

We can begin the field work portion of this project in about 7-8 weeks of your approval to proceed.

Thanks for considering **Northwest Surveying & GPS** for this project. If you have any questions, please feel free to call me anytime @ 354-1950.

Sincerely,

Chris Herron

May 23, 2024

Widener & Associates
10108 32nd Avenue West D
Everett, Washington 98204

Attention: Jordan Widener

Subject: Whistle Lake Dam Evaluation Proposal
Geotechnical Engineering Services
Anacortes, Washington
File No. 0382-047-00

Introduction and Background

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services for site evaluation and alternatives analysis of the Whistle Lake dam in Anacortes, Washington. This proposal is based on communications with you, review of documents prepared by Washington State Department of Ecology Dam Safety Office (DSO), and experience on related projects.

We understand that this evaluation of the Whistle Lake dam is the result of a periodic inspection letter from the Washington State Department of Ecology (Ecology) dated February 9, 2018. The dam construction is not well documented. Historically the approximately 30 acre lake was used as a drinking water source for the City. The dam is subject to inspection and regulation by DSO. DSO performed a "Periodic Inspection" in 2017 and noted some deficiencies in the dam and provided a list of remedial actions to be initiated by the City of Anacortes.

A wet marshy area exists at the downstream toe of the main dam; we expect that this is a wetland area. We understand that you will hire an ecological/wetlands consultant who will evaluate the wetlands and help with permitting considerations.

Scope of Services

The purpose of our services is to provide geotechnical support during evaluation and alternatives analysis to meet the DSO request for a geotechnical study for the dam. The following tasks outline our proposed scope for the project.

TASK 100 – INITIAL RECONNAISSANCE AND EVALUATION

The purpose of Task 100 is to establish surface and limited subsurface conditions in the vicinity of the dam and foundation area. This understanding is necessary to complete the preliminary stability and seepage analyses of the dam. We propose the following scope of services:

1. Review existing information including geologic maps and Ecology documents/communications related to the project as provided.
2. Perform a detailed geologic reconnaissance of the site to observe general conditions at the dam.
 - a. Evaluate surface and near surface soil conditions with hand operated equipment including peat probes and portable Dynamic Cone Penetrometer (DCP) equipment.
3. Perform preliminary slope stability analyses of the dam embankment and foundation materials in current configuration.
 - a. Evaluations will include impact of groundwater and analyses related to seepage and piping, as appropriate, based on available information.
 - b. Provide preliminary conclusions regarding stability of the dam embankment.
 - c. Provide preliminary conclusions regarding stability of the dam foundation soils.

TASK 200 - FIELD EXPLORATIONS

We understand that site access is difficult. We will evaluate access relative to various exploration techniques and equipment during our initial reconnaissance and evaluation. We have included a budget placeholder that may need to be updated based on the selected approach. We anticipate a limited access drill rig will be required. Some minor clearing of trees or brush may be necessary to facilitate access.

1. Subcontract drilling with a private drilling company with a limited access track-mounted drill rig. Drilling will consist of sonic drilling methods with double sampling (every 2.5 feet). The borings will extend until refusal in bedrock is reached. The borings will be backfilled in accordance with Ecology regulations.
 - a. We anticipate that the drilling will take two days because of the travel time to the job site.
2. Perform geotechnical laboratory tests on selected soil samples obtained from the borings to evaluate pertinent engineering characteristics. We anticipate that the laboratory testing program may consist of moisture content determinations, percent fines, grain-size analysis, and Atterberg limits.
3. Prepare boring logs and laboratory testing data sheets.

The explorations will be monitored on a full-time basis by a geotechnical engineer or geologist from our staff, who will obtain representative samples, classify the soils encountered, record groundwater conditions, and prepare a detailed log of each exploration. The samples obtained from the explorations will be brought to our laboratory for further examination and testing. Selected samples will be tested to define pertinent soil characteristics as described above.

Assumptions

1. We have assumed that no permits (shoreline exemption) are required to complete our subsurface explorations or they will be obtained by others. We also assume that drill cuttings can be left on site.

2. As stated above, we have assumed that the City will clear/identify the utilities in advance of the scheduled fieldwork. GeoEngineers does not assume liability for any damage or losses related to encountering buried utilities that have been incorrectly located or were not located at all.

TASK 300 - ALTERNATIVES ANALYSIS

The purpose of this task is to evaluate alternatives that would bring the dam into compliance with dam safety regulations as per Chapter 173-175 RCW.

1. Develop alternative concept sketches including options such as, but not limited to, earth buttress, structural concrete retaining walls, or grouted anchors.
2. Complete preliminary stability analysis and develop preliminary recommendations and design parameters for alternate dam repair concept sections.
3. Complete preliminary stability analyses for preferred repair section and soil profiles under each of the following conditions: end of construction, steady state seepage during full pool stage, sudden drawdown, and seismic conditions.
4. Develop preliminary recommendations for drainage blankets or other suitable measures to control seepage, if necessary, based on our studies.
5. Prepare a preliminary geotechnical engineering report. The report will summarize the results of tasks 100, 200, and 300.

Assumptions

1. We have assumed that the survey of the dam and wetland area will be completed by another party. A CAD file containing site topography, dam geometry, delineated creek and wetland areas, ordinary high-water marks, utilities, and other pertinent site landmarks will be provided to us in a CAD file. The survey information will serve as baseline for our analysis.
2. Hydrologic analyses will be completed by others. We will collaborate with the engineering firm and incorporate the results into our geotechnical report.
3. Permitting support will be completed by others.
4. Final design will require a scope and fee supplement.

Terms, Fee Estimate and Schedule

We propose to complete the above-described services on a time-and-expense basis in accordance with our General Conditions and Schedule of Charges, which are attached and form part of this agreement. Alternatively, Widener & Associates can provide contract terms which will be reviewed by our contracts group. We estimate our fee will be \$72,039 in accordance with the attached fee breakdown.

We will invoice for services on a monthly basis. We will only charge for those services completed and we will not exceed the initially authorized budget without your authorization. We will keep you apprised of any circumstances that could significantly alter the approach and fee estimates that we have presented above.

Limitations

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.



Aaron J. Hartvigsen, PE
Associate Geotechnical Engineer

AJH:seh

Attachments

General Conditions – Standard 2021 (rev 07.22.21)
Schedule of Charges – Bellingham Local Agency 2024
Project Cost Estimate

One electronic copy submitted

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

Widener & Associates	
ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME *Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Copyright© 2024 by GeoEngineers, Inc. All rights reserved.

Schedule of Charges - 2024

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	135/hour
Staff 1 Engineer	\$	139/hour
Staff 2 Scientist	\$	148/hour
Staff 2 Engineer	\$	154/hour
Staff 3 Scientist	\$	174/hour
Staff 3 Engineer	\$	179/hour
Project Engineer/Scientist 1	\$	202/hour
Project Engineer/Scientist 2	\$	207/hour
Senior Engineer/Scientist 1	\$	219/hour
Senior Engineer/Scientist 2	\$	241/hour
Associate	\$	275/hour
Principal	\$	292/hour
Senior Principal	\$	332/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	91/hour
Administrator 2	\$	103/hour
Administrator 3	\$	115/hour
CAD Technician	\$	112/hour
CAD Designer	\$	131/hour
Senior CAD Designer	\$	157/hour
GIS Analyst	\$	148/hour
Senior GIS Analyst	\$	164/hour
GIS Coordinator	\$	179/hour
*Technician	\$	98/hour
*Senior Technician	\$	110/hour
*Lead Technician	\$	122/hour
Environmental Database Manager	\$	202/hour
Health and Safety Specialist	\$	135/hour
Health and Safety Manager	\$	202/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

EQUIPMENT		
Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	30.00
Continuous Recording Data Logger, per day	\$	350.00
Environmental Exploration Equipment, per day	\$	165.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Field Water Quality Testing Equipment, per day (1 day min.)	\$	90.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	145.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	120.00
Groundwater Monitoring Equipment, per day	\$	250.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	15.00
pH Probe/Meter, per day	\$	20.00
Rock/slope Fall Protection/Rigging Equipment, per day	\$	700.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	110.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	530.00
Vehicle usage, per mile	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	55.00
Water Quality Equipment, per day	\$	140.00

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

Project Cost Estimate
Geotechnical Services
Whistle Lake Dam Evaluation
Anacortes, Washington

Proj No: 0382-047-00
Date: 23-May-24
Revised:
Prepared By: AJH
Mark-up 4%
APC 0%

ESTIMATED LABOR:

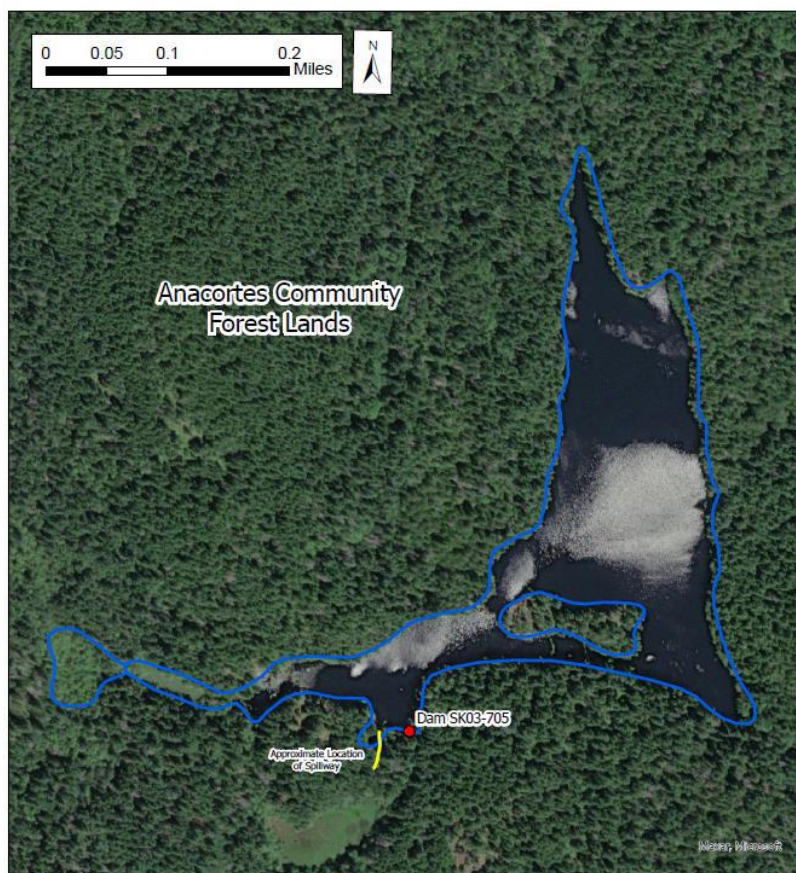
WORK TASK DESCRIPTION	PERSONNEL & 2024 Local Agency											TOTAL HOURS	Labor Total	APC 0%	Expenses	Subs (incl markup)	Total
	Princ	Assoc	Senior 2	Engr/Sci 2	Engr/Sci 1	Staff 3 Engr	Staff 1 Engr	Sr. Tech	CAD Designer	Admin 2	Admin 1						
	\$292	\$275	\$241	\$207	\$202	\$179	\$139	\$110	\$131	\$103	\$91						
Task 100 - Initial Reconnaissance and Evaluation																	
Data Review and Research		2				4				2	1	9	\$1,563	\$0			\$1,563
Briefing/Site Reconnaissance		12				12				1		25	\$5,551	\$0	\$200		\$5,751
Evaluation of existing conditions		4				16			4	2		26	\$4,694	\$0			\$4,694
Subtask 100 Subtotal													\$11,808				\$12,008
Task 200 - Field Explorations																	
Subcontractor/utility locate coordination		2				6				4	1	13	\$2,127	\$0			\$2,127
Field Labor		2				20				1		23	\$4,233	\$0	\$200	\$23,920	\$28,353
Laboratory Testing/Log Preparation		2				3		8		4		17	\$2,379	\$0			\$2,379
Subtask 200 Subtotal													\$8,739				\$32,859
Task 300 - Alternatives Analysis, PM and Report																	
Engineering Analysis	2	8	4			16			6	2		38	\$7,604	\$0			\$7,604
Alternative Concept Sketches	2	6	4			10			30			52	\$8,918	\$0			\$8,918
Preliminary Report Preparation	4	6				12			4	2		28	\$5,696	\$0			\$5,696
Team Meetings (4 @ 2 hrs) plus prep/follow up		12				4						16	\$4,016	\$0			\$4,016
Project Management		2								2	2	6	\$938	\$0			\$938
Subtask 300 Subtotal													\$27,172				\$27,172
LABOR:	8	58	8	0	0	103	0	8	44	20	4	253	\$47,719	\$0.00	\$400	\$23,920	\$72,039

WSE Scope & Fee

Background Information

Whistle Lake is a 30-acre-lake located south of Anacortes and east of Mount Erie in the Anacortes Community Forest Lands. Whistle Lake previously served as a water supply for Anacortes residents. While the City no longer draws water from Whistle Lake, it remains an emergency backup water source. Currently, Whistle Lake provides recreation activities for residents including hiking, paddling, swimming, and fishing of coastal cutthroat trout, rainbow trout, largemouth bass, and yellow perch. Being an important recreational facility to the community Whistle Lake Dam is discussed during the Forest Advisory Board meetings and the City updates the participants on the dam's condition.

Whistle Lake Dam is located in the City of Anacortes, Skagit County, Washington within section 6 of Township 34 N, Range 2E. See Figure 1. The dam was originally constructed in 1925 with a crest length of 75 feet and height of 15 feet comprised of earth fill and rock fill. As identified by the Department of Ecology Dam Safety Office (DSO) in 2020, the dam has a storage quantity of 140 acres-ft with a max storage of 200-acre ft. Whistle Lake Dam is classified as having a high downstream hazard potential with a Hazard Class of 1C with a population-at-risk of 12 from four inhabited homes downstream.



Vicinity Map of Whistle Lake Dam and Spillway
Whistle Lake Dam Maintenance
City of Anacortes
Skagit County
48.457179 N, -122.608977 W
Section 6, Township 34N, Range 2E

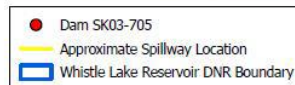


Figure 1

Whistle Lake Dam is considered to be in Poor condition and DSO's 2017 periodic inspection report noted that there have not been engineering studies conducted to determine if the dam meets the minimum hydrologic requirements outlined in the dam safety guidelines and required that a hydrologic analysis be performed to determine the inflow design flood (IDF) to Whistle Lake and to calculate the IDF's impact on the reservoir's water surface elevation and the water surface's relationship to the design freeboard. The engineer will also need to evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the IDF and still maintain the Reservoir's water surface below the design freeboard during the design flood event.

In their 2022 periodic inspection report the dam, DSO identified remedial actions required to meet Washington State Dam Safety Guidelines. As specifically related to hydrology these include:

- Determine the inflow design flood for Whistle Lake Dam.
- Estimate the spillway hydraulic capacity
- Route the IDF through the lake and determine freeboard adequacy

Proposal

Watershed Science and Engineering Inc (WSE) was asked to provide a proposal to conduct the hydrologic and hydraulic analyses requested by the DSO. To address DSO's request the following tasks are required:

Dam Break Inundation Analysis – WSE will conduct a dam break analysis using guidance provided in Ecology's *Dam Safety Guidelines, Technical Note 1: Dam Break Inundation Analysis and Downstream Hazard Classification*. Dam break analysis includes: 1) estimation of the dam-break outflow hydrograph 2) routing of the dam-break hydrograph through the downstream valley, and 3) estimation of inundation levels and damages to downstream structures. The dam break outflow hydrograph will be estimated using the procedures in Technical Note 1. WSE proposes to develop a simple HEC-RAS 2D hydraulic model of the lake and downstream corridor to route the flood down the valley to its terminus (as defined by DSO). Inundation levels and potential hazard to downstream structures will then be determined.

Downstream Hazard Classification: WSE will evaluate the potential loss of life or property damage downstream of a dam from floodwaters released at the dam or waters released by partial or complete failure of the dam. This information will be used with the guidance provided in Technical Note 1 to determine the downstream hazard classification of Whistle Lake Dam. The hazard classification establishes general design requirements for the dam

Inflow Design Flood Analysis: Based on the downstream hazard classification and guidance in *Dam Safety Guidelines, Technical Note 2: Selection of Design/Performance Goals for Critical Project Elements* the Design Step for the dam will be determined. Using this Design Step an inflow design flood will be determined. WSE will develop a hydrologic model for the watershed upstream of Whistle Lake using a DSO approved hydrologic modeling software (HEC-HMS, WWHM, HSPF, etc). Assuming there is no data for hydrologic model calibration the model will be configured using reasonably conservative parameters (antecedent conditions, soil loss rates, etc.). Using the procedures in *Dam Safety Guidelines, Technical Note 3: Design Storm Construction* WSE will produce short, intermediate, and long duration design storm candidates, as appropriate, for the Whistle Lake basin. The hydrologic model will then be configured with the relevant design storms and used to simulate the candidate inflow design flood(s).

Spillway Hydraulic Analysis and Routing: WSE will develop an elevation-discharge rating curve for the Whistle Lake spillway using hydraulic analysis techniques and reasonably conservative assumptions. An elevation-volume curve for the lake will also be established using available information (LiDAR, bathymetric data, depth soundings,

engineering judgement). The elevation-volume-discharge data will be used in the hydrologic model to route the IDF candidate(s). The IDF candidate with the highest maximum water level will be selected as the controlling IDF. Peak inflow, outflow, lake level, and freeboard will be determined for the controlling IDF. Sensitivity analyses of key parameters (loss rates, spillway discharge capacity, etc.) will also be conducted to inform evaluations of spillway adequacy. Minimum simulated freeboard under the controlling IDF will be compared to DSO or other freeboard criteria and reported, including an engineering opinion of the adequacy of the current spillway to pass the IDF.

Hydrologic Analysis Report: WSE will prepare a hydrologic analysis report to document the findings of the analyses described above. The report will include all information necessary for submittal to the DSO. A draft report will be provided to the client, and following review and comment a final report will be submitted.

Data Needs: The following information is required from the dam owner for this study:

- Any known previous hydrologic modeling or analysis done for the Whistle Lake basin
- Any available bathymetric data or depth soundings for the lake
- Any available information for hydrologic model calibration (e.g. historical maximum water levels, anecdotal information on maximum outflows, etc.)
- Survey data of the dam and spillway (including specific information to be requested by WSE)
- Geotechnical information for the dam, in particular soil properties (i.e., cohesionless or erosion resistant)

Budget:

The work described above can be completed for a cost not to exceed \$45,000. This includes costs associated with a site visit, coordination meetings, technical analyses, project management, and QA/QC. WSE will also provide support and response to any review comments from the DSO related to the hydrologic analysis.

Schedule: WSE is prepared to begin work immediately upon notice to proceed (NTP). We expect that the work described herein, through the submittal of the draft hydrologic analysis report, can be completed within 4 months of NTP, assuming the items listed under “Data Needs” are provided in a timely manner. Finalization of the hydrologic analysis report, submittal to DSO, and response to comments are dependent on others and therefore cannot be scheduled at this time.

Cost Estimate Whistle Lake Dam Inflow Design Flood Evaluation								
		Hours by Staff						
Task		Karpack, Larry	Karpack, Marissa	Phillips, Ingrid	Elliot, Denise	Labor	Expenses	Task Total
		\$250.00	\$155.00	\$120.00	\$100.00			
1.1	Project Management	8			3	\$2,300		\$2,300
1.2	Site Visit	8	8	8		\$4,200	\$146	\$4,346
1.3	Quality Control	12	2	2		\$3,550		\$3,550
1.4	Dam Break Inundation Analysis	4	16	24		\$6,360		\$6,360
1.5	Downstream Hazard Classification	2	8	12		\$3,180		\$3,180
1.6	Hydrologic Model Development and IDF	4	4	40		\$6,420		\$6,420
1.7	Spillway Analysis	2	16	8		\$3,940		\$3,940
1.8	Reporting and Online Meeting	12	24	24	2	\$9,800		\$9,800
1.9	Respond to DSO Comments	6	16	10		\$5,180		\$5,180
		58	94	128	5	\$44,930	\$146	\$45,076

**Agreement No. WRHHPD-2022-Anacor-00009****WATER RESOURCES HIGH HAZARD POTENTIAL DAMS AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF ANACORTES**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Anacortes, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Whistle Lake Dam Analysis
Total Cost:	\$365,000.00
Total Eligible Cost:	\$365,000.00
Ecology Share:	\$237,250.00
Recipient Share:	\$127,750.00
The Effective Date of this Agreement is:	09/15/2022
The Expiration Date of this Agreement is no later than:	09/14/2025
Project Type:	Dam Safety

Project Short Description:

The RECIPIENT will procure engineering services to evaluate the stability of the dam under static and seismic loading conditions, as well as perform a hydrological analysis to evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the Inflow Design Flood (IDF) and still maintain the reservoir’s water surface below the design freeboard during the design flood event for Whistle Lake Dam.

Project Long Description:

Whistle Lake is a 30-acre-lake located south of Anacortes and east of Mount Erie in the Anacortes Community Forest Lands. Whistle Lake previously served as a water supply for Anacortes residents. While the RECIPIENT no longer draws water from Whistle Lake, it remains an emergency backup water source. Currently, Whistle Lake provides recreation activities for residents. Being an important recreational facility to the community, Whistle Lake Dam is discussed during the Forest Advisory Board meetings and the RECIPIENT updates the participants on the dam’s

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

condition.

Whistle Lake Dam is located in the City of Anacortes, Skagit County, Washington within section 6 of Township 34 N, Range 2E. The dam was originally constructed in 1925 with a crest length of 75 feet and height of 15 feet comprised of earth fill and rock fill. The dam has a maximum storage of 200 acre-feet.

Based on FEMA classification, Whistle Lake Dam is classified as having a High downstream hazard potential with a Hazard Class of 1C. A High hazard classification reflects the general nature of consequences if the dam were to fail and release the reservoir downstream. It is not intended, nor does it; reflect the condition or operational characteristics of the dam.

ECOLOGY's inspection condition assessment of the embankment was found to be Poor. A Poor rating means a dam's safety deficiency is recognized for loading conditions, which may realistically occur, and remedial action is necessary. Poor may also be used when uncertainties exist as to critical analysis parameters which identify a potential dam safety deficiency, and further investigations and studies are necessary.

The deficiencies identified in ECOLOGY's 2017 and 2022 inspection report for Whistle Lake Dam that were not maintenance-related, outlined that due to no records of specifications, lack of construction plans or construction inspection reports it is unknown if the East Dam meets the minimum hydrology and geotechnical requirements outlined in the dam safety guidelines.

Under this agreement the RECIPIENT will:

- Procure engineering services to perform a hydrologic analysis to determine the inflow design flood (IDF) of the contributing watershed(s) and its hydraulic impacts on the reservoir. Specifically, the engineer will calculate the IDF's impact on the reservoir's water surface elevation and the water surface's relationship to the design freeboard. The engineer will also evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the IDF and still maintain the Reservoir's water surface below the design freeboard during the design flood event.
- Conduct an elevation survey of the dam and spillway to provide accurate data to properly evaluate the hydraulic capacity of the structures.
- Procure engineering services to perform a geotechnical study to evaluate the stability of the dam under static and seismic loading conditions to determine if the dam meets current standards for dam design. This analysis requires representative soil data on the embankment and foundation materials; seepage conditions through the embankment and foundation soils; and information on embankment zoning that presently do not exist. As part of this evaluation, the engineer may need to do some site investigation (e.g.) soil explorations using standard penetration tests, test pits, etc.) to determine the engineering parameters for the embankment and foundation materials needed to conduct the stability analyses.

Proposed Project Schedule

Task Description Target Dates

1 Project Management 8/30/2025

2 Survey 8/30/2024

3 Access to the Dam 9/30/2024

4 Geotechnical Investigation and Soil Analysis 1/30/2025

5 Hydrological Analysis 12/30/2024

6 Environmental Permit Scoping 6/30/2025

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

7 Alternatives Analysis 4/30/2025

8 Create addendum to Skagit County Mitigation Plan to include all dam risks 5/30/2025

Overall Goal:

This project will assess Whistle Lake Dam by evaluating the stability of the dam under static and seismic loading conditions, perform a hydrological analysis to evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the IDF and still maintain the reservoir's water surface below the design freeboard during the design flood event. The assessment will help to better understand the dam's deficiencies and determine, if any, dam modifications are required to ensure the dam meets the minimum requirements outlined in the dam safety regulations. If dam modifications are needed project results will help guide modifications to bring the dam back into compliance.

Completion of this project will fulfill the FEMA program objectives for this grant opportunity to reduce or eliminate risk of dams of highest consequence and increased understanding and management of risks posed by eligible dams in Washington State.

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

RECIPIENT INFORMATION

Organization Name: City of Anacortes

Federal Tax ID: 91-6001227

UEI Number: ZBKYCTZ3QPK5

Mailing Address: PO Box 547
Anacortes, WA 98221

Physical Address: 904 Sixth Street
Anacortes, Washington 98221

Contacts

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

Project Manager	Logan Lee City Engineer 904 Sixth Street Anacortes, Washington 98221 Email: loganl@cityofanacortes.org Phone: (360) 293-1918
Billing Contact	Heiko Miles Accountant 904 Sixth Street Anacortes, Washington 98221 Email: heikom@cityofanacortes.org Phone: (360) 293-1918
Authorized Signatory	Matt Miller Mayor 904 Sixth Street Anacortes, Washington 98221 Email: mattm@cityofanacortes.org Phone: (360) 293-1918

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jodi Goodman PO Box 47600 Olympia, Washington 98504-7600 Email: JGoo461@ecy.wa.gov Phone: (360) 819-0343
Financial Manager	Ubaidullah Ahmadzai PO Box 47600 Olympia, Washington 98504-7600 Email: uahm461@ecy.wa.gov Phone: (564) 233-5157

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Anacortes

DocuSigned by:

By: Ria Berns

8/9/2024

F1AEEC4C31DE413...

Ria Berns
Water Resources
Program Manager

Date

DocuSigned by:

By: Matt Miller

8/9/2024

E6B7DE7CF08E4C4...

Matt Miller
Mayor

Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 1

Task Cost: \$9,100.00

Task Title: Project Management, Coordination, and Meetings

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report; submittal of required performance items; and compliance with applicable procurement and contracting requirements.

B. The RECIPIENT will, along with each request for reimbursement, prepare and submit a progress report to ECOLOGY's project manager through Ecology's Administration of Grants and Loans (EAGL) online grant management system. The reports shall include, at a minimum, the following information:

A comparison of actual accomplishments to the objectives established for the reporting period.

1. The reasons for any delays if the project does not meet established objectives.
2. Plan and schedule of activities for the upcoming two months.
3. Analysis and explanations of any cost overruns.
4. Any additional pertinent information.

C. The RECIPIENT shall submit a Recipient Closeout Report encompassing the entire project with their last payment request. The RECIPIENT shall submit the final payment request and Recipient Closeout Report within 30 days of the end of this agreement.

D. The RECIPIENT must manage and carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and ECOLOGY administrative requirements.

Task Expected Outcome:

- Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- Properly maintained project documentation

Project Management, Coordination, and Meetings

Deliverables

Number	Description	Due Date
1.1	Payment Request/Progress Reports	
1.2	Recipient Closeout Report	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 2

Task Cost: \$15,000.00

Task Title: Consultant Project Management

Task Description:

The RECIPIENT'S consultant will manage the work outlined in the scope of work to complete the project within the approved budget and within the timeframes targeted for implementation.

Responsibilities will include, but not be limited to: maintenance of project records, monthly progress reports, monthly invoices, meeting and coordination call notes.

The RECIPIENT's consultant will provide:

- Any reasons for delays if the project does not meet established objectives.
- Plan and schedule of activities for the upcoming two months.
- Analysis and explanations of any cost overruns.
- Any additional pertinent information.

Task Goal Statement:

The RECIPIENT's consultant will properly manage the project and meet the requirements outlined in this agreement.

Task Expected Outcome:

- Provide monthly progress reports
- Provide monthly invoices
- Provide meeting and coordination call notes

Consultant Project Management**Deliverables**

Number	Description	Due Date
2.1	Monthly invoices	
2.2	Monthly progress reports	
2.3	Meeting and coordination call notes	

SCOPE OF WORK

Task Number: 3 Task Cost: \$32,000.00

Task Title: Survey

Task Description:
Conduct a survey to determine elevations and limits of the dam, its reservoir, and principal spillway.

Task Goal Statement:
Determine elevations and limits of the dam, its reservoir, and principal spillway.

Task Expected Outcome:
Obtain baseline data from a survey of the dam, its reservoir, and principal spillway for use in the geotechnical and hydrological studies.

Survey

Deliverables

Number	Description	Due Date
3.1	Baseline data for use in the geotechnical and hydrological studies will be reported in deliverable 5.2 and 6.1.	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 4

Task Cost: \$105,400.00

Task Title: Access Dam–Tree removal/grading/enforcement/permit

Task Description:

To overcome the limited access to Whistle Lake Dam and the surrounding park's recreational uses, a small portable drill rig powered by a 5- hp Briggs & Stratton engine will be used for Task 5: Geotechnical Investigation and Soil Analysis. This equipment can be driven most of the way on ATVs or the Park's departments or other small off-road vehicles and then hand carried to the dam.

Steel sheets will be placed over the older water crossing structures to ensure vehicles hauling the heavy drilling equipment will not cause damage. Trees hanging over the existing access paths will be removed to provide safe access. 9 trees will be removed from Trail 205 and 1 tree will be removed from Trail 21.

Equipment access to remove the trees and access for the drilling equipment may cause minor trail disturbance. The trails will be restored to pre-existing condition by re-grading of the trails after tree removal and geotechnical work is done.

Permitting will be required to remove 10 trees for vehicle access. Permits and the reports needed to obtain said permits will include:

- Critical Area Report identifying all regulated critical areas and the proposed impacts.
- A SEPA Exemption– for tree removal and minor trail disturbance.

Due to the public and political interest in this area a public meeting will need to be held to keep the public informed. They will be provided with a scope of the project, how the project will affect the trails and dam and the proposed timeline for this initial investigation.

Task Goal Statement:

Activities from this task will help to gain access to the dam for the drill rig.

Task Expected Outcome:

This task will allow for access of drilling equipment to the dam by removing trees, grading pathways, reinforcing bridges with enforcement plating, as well as obtaining required permitting for the activities used for gaining access to the dam.

Access Dam–Tree removal/grading/enforcement/permit**Deliverables**

Number	Description	Due Date
4.1	Critical Areas Report	
4.2	SEPA Exemption	

SCOPE OF WORK

Task Number: 5 Task Cost: \$74,000.00

Task Title: Geotechnical Investigation and Soil Analysis

Task Description:
Geotechnical investigations will be done using a portable drill rig equipment powered by a 5- hp Briggs & Stratton engine carried to the site. The scope for the geotechnical investigation and study will focus on the area around the dam. It will evaluate the stability of the dam under static and seismic loading conditions to determine if the dam meets current standards for dam design.

The RECIPIENT expects such analysis to include soil data collection from 3 borings. One boring from the dam’s slope embankment, foundation, and spillway. Geotechnical investigations will include conducting a standard penetration test, a seepage analysis, looking at the soil’s density, moisture and grain size and finding the Atterberg limits of the soil.

Task Goal Statement:
Evaluate the stability of the dam under static and seismic loading conditions to determine if the dam meets current standards for dam design.

Task Expected Outcome:
Produce Boring logs, geotechnical laboratory test results, and a geotechnical report.

Geotechnical Investigation and Soil Analysis

Deliverables

Number	Description	Due Date
5.1	Boring logs and geotechnical laboratory test results	
5.2	Geotechnical Investigation Report	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 6

Task Cost: \$56,500.00

Task Title: Hydrological Analysis

Task Description:

An engineer will calculate the IDF's impact on the reservoir water surface elevation and the water surface's relationship to the design freeboard. These calculations will be done based off the survey elevations collected in the field.

Task Goal Statement:

The goal of the hydrologic analysis will be to evaluate the suitability of the current spillway configuration to determine if it is adequate to pass the IDF and still maintain the reservoir's water surface below the design freeboard during the design flood event.

Task Expected Outcome:

Produce a Hydrologic Analysis Report showing the suitability of the current spillway configuration and if it is adequate to pass the IDF and still maintain the reservoir's water surface below the design freeboard during the design flood event.

Hydrological Analysis**Deliverables**

Number	Description	Due Date
6.1	Hydrologic Analysis Report	

State of Washington Department of Ecology
 Agreement No: WRHHPD-2022-Anacor-00009
 Project Title: Whistle Lake Dam Analysis
 Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 7 **Task Cost: \$43,000.00**

Task Title: Environmental Permit Scoping

Task Description:

Permit scoping will be used to prepare an environmental and permitting analysis plan that will be used as the “road map” and provide the groundwork for successful permitting efforts going forward with the proposed repair option to bring the dam back into compliance with the dam safety regulations as per Chapter 173-175 RCW.

The plan will identify the regulatory programs, permits, agency contacts, submittal requirements, and schedule and timeline for permit applications. This plan will identify the critical regulatory path and interrelationships with other permits to lead in timely development of thorough and complete submittal packages, in turn providing for timely receipt of permits and approvals.

Expected permit reports and applications include:

- Critical Area Reconnaissance Report identifying all regulated critical areas.
- Wetland delineation identifying any wetlands around the dam.
- Wetland mitigation report if wetland or critical areas will be impacted for dam repairs and construction access improvements (if needed).
- JARPA application if fill or dredge in a wetland or water body is required.
- A Habitat Assessment Report for the ACFL and all proposed impacts.
- A Critical Area Conditional Use Permit & SEPA Checklist– for trail access upgrades and modifications to the dam if needed which will impact the surrounding vegetation.
- A Shoreline Exemption Permit (SEPA Exempt) – For spill way maintenance activities.
- If the Engineer analysis determines that upgrades are necessary to the dam that would modify or expand the existing design, it is possible the project will have to obtain a Shoreline Substantial Development Permit.
- If in-water work is needed an HPA permit application will need to be applied for through the APPS program run by WDFW.

Task Goal Statement:

Provide the groundwork for successful permitting efforts going forward with the proposed repair of Whistle Lake Dam.

Task Expected Outcome:

Create an Environmental and permitting analysis plan that will provide the groundwork for successful permitting efforts going forward with the proposed repair of Whistle Lake Dam.

Environmental Permit Scoping

Deliverables

Number	Description	Due Date
7.1	Environmental and permitting analysis plan	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 8

Task Cost: \$30,000.00

Task Title: Alternatives Analysis

Task Description:

Based on the findings from the geotechnical investigations and hydrological analysis a report will be created to list mitigation goals and future actions to understand and help reduce the long-term risks/vulnerabilities of Whistle Lake Dam.

These options may include maintenance activities the RECIPIENT crews can perform, modification to the dam and spillway, building a backup dam downstream from the existing dam or removing the dam all together. This analysis will consider all options and list the pros and cons for each one ultimately making a recommendation for which option to pursue to best reduce safety concerns.

Task Goal Statement:

Prepare an Alternatives Analysis Report that evaluates the different choices available to bring the dam into compliance with the dam safety regulations as per Chapter 173-175 RCW.

Task Expected Outcome:

Determine the best rehabilitation needs and repair plan for Whistle Lake Dam.

Alternatives Analysis**Deliverables**

Number	Description	Due Date
8.1	Alternatives Analysis Report	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

SCOPE OF WORK

Task Number: 9

Task Cost: \$0.00

Task Title: Addendum to Skagit County Hazard Mitigation Plan

Task Description:

The RECIPIENT will work with Skagit County to create an addendum to the RECIPIENT's annex to the Skagit County Hazard Mitigation Plan (HMP) to include all dam risks. Once the addendum is complete it will be sent to WA Emergency Management Division to get FEMA approval. A request to FEMA has been submitted to extend the mitigation plan requirement by 12 months using an Extraordinary Circumstances letter, which expires 4/16/2025. FEMA approval to the addendum to the City's annex to include all dam risks must be received on or before April 16, 2025.

For the purposes of the High Hazard Potential Dam (HHPD) Rehabilitation Grant Program, all dam risk includes the incremental risk, non-breach risk, and residual risk associated with Whistle Lake Dam. Reference to the guidance document, "FEMA Region 3 High Hazard Potential Dams: State Mitigation Planning Tips," will be used to ensure all dam risk requirements are met.

This agreement is being conditionally funded, If the RECIPIENT does not meet the above referenced deadline, the RECIPIENT may need to repay activities under this agreement for any and all costs associated with this dam rehabilitation project as the Hazard Mitigation Plan is required and necessary per FEMA. A copy of the final FEMA approved HMP must be provided to the DSO by the above date.

Task Goal Statement:

This task will meet the goal of having in place by April 16, 2025 a FEMA approved addendum to the City of Anacortes' Annex to the Skagit County HMP to include all dam risks.

Task Expected Outcome:

This task will meet FEMA's requirement for eligibility for the HHPD Grant by including all dam risks to the City of Anacortes' annex to the Skagit County HMP.

Addendum to Skagit County Hazard Mitigation Plan**Deliverables**

Number	Description	Due Date
9.1	FEMA approved addendum to the City of Anacortes' Annex to the Skagit County HMP	

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

BUDGET**Funding Distribution EG250010**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: HH Potential Dam Rehabilitation Grant FY22 Funding Type: Grant
 Funding Effective Date: 09/15/2022 Funding Expiration Date: 09/14/2025

Funding Source:

Title: General Fund - Federal (2022)
 Fund: FD
 Type: Federal
 Funding Source %: 100%
 Description: Fiscal Year (FY) 2022 High Hazard Potential (HHPD) Rehabilitation Grant

Federal Awarding Agency: Department of Homeland Security – FEMA
 Federal Awarding Agency Contact: Jena'i R. Jordan
 Federal Awarding Agency Phone: Office: (202) 646-3286 Mobile: (202) 805-8655
 Federal Awarding Agency Email: jenai.jordan@fema.dhs.gov
 Federal Awarding Agency Address: FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645
 CFDA Catalog Name: High Hazard Potential Dams (HHPD) Rehabilitation Grant
 CFDA Number: 97.041
 FAIN: EMW-2022-GR-00125
 Research Grant: No
 Federal Award Date: 9/15/2022
 Total Federal Award Amount: \$588,257.00
 Federal Funds Obligated To Recipient: \$237,250.00

Approved Indirect Costs Rate: De Minimis Rate per CFR §200.414
 Recipient Match %: 35%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? Yes

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

HH Potential Dam Rehabilitation Grant FY22	Task Total
Project Management, Coordination, and Meetings	\$ 9,100.00
Consultant Project Management	\$ 15,000.00
Survey	\$ 32,000.00
Access Dam–Tree removal/grading/enforcement/permit	\$ 105,400.00
Geotechnical Investigation and Soil Analysis	\$ 74,000.00
Hydrological Analysis	\$ 56,500.00
Environmental Permit Scoping	\$ 43,000.00
Alternatives Analysis	\$ 30,000.00
Addendum to Skagit County Hazard Mitigation Plan	\$ 0.00

Total: \$ 365,000.00

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
HH Potential Dam Rehabilitation Grant FY22	35.00 %	\$ 127,750.00	\$ 237,250.00	\$ 365,000.00
Total		\$ 127,750.00	\$ 237,250.00	\$ 365,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology****GENERAL TERMS AND CONDITIONS**

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WRHHPD-2022-Anacor-00009

Project Title: Whistle Lake Dam Analysis

Recipient Name: City of Anacortes

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.d.
2024

Agenda Item Title: Interlocal Agreement #24-228-PRK-001 with Skagit County for Depot Plaza Expansion Funding

Staff Contact(s): Jonn Lunsford

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Tiffany Matson	Contract Award
Jonn Lunsford	

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to receive \$250,000 in funding which will assist with the City's plans to expand the Depot Plaza to the south to create a usable surface for Market use and other special events.

Background: The original Depot Plaza has been a great success at hosting the Farmers Market and other events. Now the Market is out growing its footprint and new events are struggling for space as the Depot Plaza has grown in popularity. This grant will help us to expand the plaza directly adjacent to the WT Preston. It will be coordinated to planned changes by the Port of Anacortes to complement that work.

Our Farmers Market attracts over 71,000 customers a season and supports 150 local farms and businesses and they have outgrown the current location. We plan to construct a 10,000 sf plaza at the Anacortes Depot Community Center to accommodate the growth of the Anacortes Farmers Market, special events such as Race Week and Anacortes Chamber of Commerce events. The existing plaza has water and electrical services to accommodate different vendor's needs. However, the Market has grown so much it has expanded into the street where these utilities do not exist. The last time we expanded the Depot Plaza, the Farmers Market grew by 43% shortly thereafter. We want to create the space and infrastructure to add more opportunity and jobs for the Farmers Market and other events. The funds will be spent on the construction of a 10,000 sf plaza that will have a brick surface with electric and water utilities in underground vaults spaced throughout. The utilities will support the Market and events, and the plaza will provide ADA access while being drivable. The brick pavers will also allow for onsite stormwater control.

Specifically, the funds will go towards the planning and construction of the plaza: the plaza pavers, sand and gravel underlayment, concrete for retaining structures, materials for utility services and labor to perform the work.

Budget Impact:

Receipt of \$250,000.

Previous Action: This project has been discussed at a recent Parks and Recreation update at City Council and during Parks and Recreation subcommittee meetings.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement 24-228-PRK-001 between the City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 24-228-PRK-001
2. Item 7d 24-228-prk-001 interlocal agreement skagit co

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF ANACORTES
DEPOT MARKET PLAZA EXPANSION**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2024 between Skagit County, Washington (the "County") and City of Anacortes (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will only use the funds distributed under this agreement as allowed by RCW 82.14.370 and only for the Public Facility Project described in Recipient's Economic Development Application, which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$250,000, chargeable to GL expenditure code # 342 58502514109. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees to return any and all funds provided under this agreement, including any penalties and interest, if the Recipient uses the funds outside the limitations set forth in Paragraph 2.
 - 4.1. Use of funds outside the limitations in Paragraph include (A) any finding, by the county or other state or federal agency, that the funds distributed pursuant to this agreement violate any state or federal laws or regulations, and (B) Recipient using the funds for a purpose other than what was originally described in its application of funds.
 4. If there is a finding as described in Paragraph 4.1(A), Recipient agrees to hold County harmless and indemnify County for any losses arising from the County distributing such funds to the Recipient contrary to state or federal law.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is

an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:

Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Parks and Recreation Director:

Jonn Lunsford
PO Box 547
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials,

employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Agreement shall become effective upon execution per Resolution No. R20240146. Work on the project shall be substantially complete and contract shall expire March 31, 2026. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient's property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor

and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or

violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves the right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

City of Anacortes

Signature

(Date _____)

Matt Miller

Print Name

Mayor

Title

Mailing Address:

904 6th Street

PO Box 547

Anacortes, WA 98221

Telephone No. 360-293-1900

Fed. Tax ID # 91-6001227

Contractor Lic. #. N/A

DATED this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

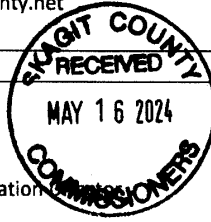
Budget & Finance Director

Exhibit A



Economic Development Public Facility Project Application

Board of County Commissioners · 1800 Continental Place · Mount Vernon WA 98273
voice 360-416-1300 · www.skagitcounty.net



Part 1	Applicant Information
Organization	City of Anacortes
Address	PO Box 547
Primary Contact	Jonn Lunsford, Parks and Recreation
E-mail Address	jonn1@cityofanacortes.org
State	WA
Zip	98221
Phone	360-293-1918

Part 2	Project Information
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RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name	Depot Market Plaza Expansion	Location	611 R Avenue
Project Type	Construction	Start Date	9/23/2024
Description	Our Farmers Market attracts over 71,000 customers a season and supports 150 local farms and businesses. The problem is they are outgrowing their current location. We plan to construct a 10,000 sf plaza at the Anacortes Depot Community Center to accommodate the growth of the Anacortes Farmers Market, special events such as Race Week and Anacortes Chamber of Commerce Events. The existing plaza has water and electrical services to accommodate different vendor's needs. However, the Market has grown so much it has expanded into the street where these utilities do not exist. The last time we expanded the Depot Plaza, the Farmers Market grew by 43% shortly thereafter. We want to create the space and infrastructure to add more opportunity and jobs for the Farmers Market and other events.		
Use of funds	Describe the specifics of what funds will be spent on (e.g., labor, equipment, material, etc.): The funds will be spent on the construction of a 10,000 sf plaza that will have a brick surface with electric and water utilities in underground vaults spaced throughout. The utilities will support the Market and events and the plaza will provide ADA access while being drivable. The brick pavers will also allow for onsite stormwater control. Specifically the funds will go towards the planning and construction of the plaza: the plaza pavers, sand and gravel underlayment, concrete for retaining structures, materials for utility services and labor to perform the work.		

Part 3	Required Resources
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Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of current and proposed funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.

Budget	Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$500,000)	\$	500,000
	Amount primary sponsor/organization is contributing to the project	\$	50,000
Other Funding Source:	Site preparation and clean up: in kind	\$	25,000
Other Funding Source:	Planning, Permitting and Administration: force account	\$	10,000
Other Funding Source:	Click here to enter text	\$	text
Other Funding Source:	Click here to enter text.	\$	text
Other Funding Source:	Click here to enter text.	\$	text
	Total Project Cost	\$	585,000

Comments	Describe impact to project if not fully funded: It is likely that the space would remain a grass field.
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Part 4 Growth Management

Planning Per RCW 82.14.370(3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans.)

This concept behind this project is included in the City's 2016 Comprehensive Plan adopted via Ordinance 2982. Goal LU-5 from that plan calls for the creation of Community Gathering spaces. This project would add nearly 10,000 sf of usable year round public space for events and ecomic development.

Goal LU-8 from the plan calls for the enhancement of physical and visual access to the water; as this pavilion is on the water next to Cap Sante Marina; this is clearly supported.

Goal ED-3 from requests year round opportunities for tourism. The Farmers Market alone bring over 70,000 people to their events throughout the year.

The planning for this project is specifically called for in the City's 2024-2029 Capital Facilities Plan, which was passed via Ordinance 4066.

Project location	Incorporated Area
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
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100	100

Zoning: Commercial Marine

Part 5

Value Proposition

Business Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known.

The Anacortes Farmers Market has approximately 150 vendors available for weekly markets running May through October. It also hosts a holiday market in November and smaller monthly market events January through April. These vendors may be sole owners, a family run business, farm with seasonal employees or non-profit organization.

When the Depot Plaza first expanded in 2007, the Market was able to grow from 40 vendors to 70 vendors according to interviews with former Market staff. This is a 43% increase due in part to this previous improvement. If we can create a similar expansion with this plaza extension project, it would eventually result in tremendous growth for the Market and the local farms and businesses that participate.

Race Week an international sailing event that is one of the larger non-Farmers Market events currently held at the Depot Plaza. It brings in over 1100 visitors for the 5 day event. The residual effect in the town is considerable given the need for accommodations, groceries and restaurant services for these guests. Developing a special event space so near the Cap Sante Marina and downtown retail core will have a beneficial effect on other area businesses.

Jobs Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Of the 150 different vendors at the Farmers Market, 107 are from Skagit Valley. These are small farmers, businesses and crafts people. The Farmers Market is a business incubator where entrepreneurs can test their models to see if they can grow. It is a low barrier entry point where new farmers and business models participate. About nine Market vendors have grown from the booths at the Market to storefronts downtown. In doing so they evolved from 1 person operations into restaurants and stores that employ numerous local residents.

In addition, the residual effect of this project will bring more tourists to town which will have a net positive impact economically. While it is difficult to determine the exact number, the City has utilized the Washington State County Travel Impacts and Visitor Volume study prepared by Dean Runyan Associates for the Washington Tourism Alliance to estimate the number of jobs that may be created. The purpose of the study is to document the economic significance of the travel industry in Washington State from 2000-2015. The findings show the level of travel spending by those traveling to and through the state and the impact this spending has on the economy in terms of earnings, employment and tax revenue.

The Farmers Market has over 2700 visitors a week. Of these, 75 people are out of town visitors traveling over 50 miles according to Market research. Using the Runyon data below we can calculate the total number of dollars spent by out of town guests:

Item	per day	numbers of days	\$ spent per year
Shopping	\$12.00	26	\$266,700
Grocery	\$10.00	26	\$222,250
Restaurants	\$25.00	26	\$555,625
Total:			\$1,044,575

Methodology:

Grocery, Shopping and Restaurants spending is based on the Runyon research Travel Impact Report. The Market has events on 26 weekends throughout the year. According to the Runyon analysis, \$75,220 of visitor spending creates one (1) local job. Average wage calculations come from US Census data.

Job Detail Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. *Generic information may not be scored. Do not include any construction-related jobs.*

	Jobs/FTEs Retained	Jobs/FTEs Created 1-3 Years	Jobs/FTEs Created 4 Years
Number of Jobs/FTEs	13.88	2	4
Average Wage/FTE	\$45,493	\$46,857.79	\$48,263.52

Part 6 Project Timeline

Timeline Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Project planning fall of 2024. Permitting phase in fall of 2024/winter 2025. Engineering and design winter of 2025. Bidding and Contracting, spring and summer 2025. Construction mobilization and construction fall 2025.

Phasing If this is a phased project, for which phase are you applying for funding?

We are not planning on phasing the project, we expect to plan, construct and complete the entire project.

Completion By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date.

March 31, 2026

Efforts So Far Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

The City owns this land in fee simple and has included this project in our Capital Facilities Plan. We have cleared railroad tracks and ties from the site and are beginning the permit process through the City Planning Department. We are consulting with local utilities on the best way to bring necessary power and water to the site. Our City Engineers are reviewing this data to help us prepare our designs.

Part 7 Action Plan

What quantifiable measures are you going to track to measure the success of the project?

The City will measure the use of this facility through the number of special event and facility use requests that it receives annually. In addition, the Anacortes Farmers Market provides the City with its annual visitor numbers and can include its annual income and the number of vendors that participate at the Market. These can provide us with the rate of growth at the Market and associated events.

Part 8 Miscellaneous

Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

In addition to the Farmers Market, there are on average 24 events each month at the Depot in Anacortes. These include educational, economic and community gatherings. Multiplied throughout the year, this equates 288 events annually. Adding another 10,000 sf of plaza space adjacent to the water will provide even more opportunities for markets, rentals and community events. These will have point of sale benefits as well as larger tourism based benefits that reverberate through the local business community.

Part 9 Presentation

Names(s) of presenter(s) for the project

Jonn Lunsford, Anacortes Parks and Recreation Director.

Part 10**Applicant Certification**

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.

Signature



Date

05/16/2024

Printed Name Jonn Lunsford

Title Parks and Recreation Director

**ITEM 7D:
INTERLOCAL
AGREEMENT
24-228-PRK-001
DEPOT PLAZA EXPANSION**

Depot Plaza Expansion Area



Interlocal with Skagit County to receive \$250,000 in funding to expand the Depot Plaza for the Farmers Market and Community Events.

Electrical and Water Utilities

Stormwater Management on Site

Accessible Surface

Coordinate with Jim Rice Civic Park Amenities and Port of Anacortes' North Basin Plan

Construction in 2025

Ready for Market Season in 2026

Questions?





City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.e.
2024

Agenda Item Title: Ordinance 4086: Amending AMC Titles 15, 17, and 19 for the Purpose of Renumbering and Removal of Expired Provisions

Staff Contact(s): RYAN WALTERS

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

Greg Francioch
RYAN WALTERS
John Coleman
STEVE HOGLUND
DARCY SWETNAM

Ordinance

Item Summary: This ordinance performs several edits to the municipal code to reorganize a few provisions from our old development code into the Unified Development Code (Title 19), clean up expired provisions, and make other provisions easier to find. This ordinance affects codification only, and makes no substantive changes to the municipal code.

- AMC Chapter 15.24, Engineering and development services fees, has already been incorporated into the City's Unified Fee Schedule, and no longer needs to appear in the code. It is proposed for deletion.
- AMC Chapter 15.32, Underground Utilities, will be the only remaining chapter in the entirety of Title 15. Because it affects development, it is proposed to be recodified into the Unified Development Code as AMC Chapter 19.59.
- AMC Chapter 15.45, Urban Center Development, contains the City's multi-family property tax exemption (MFTE) program, which expired in 2015. This chapter is proposed for repeal. Even if the City Council desired to enact a MFTE program, it would not want to use this chapter as a model, as it contains onerous provisions that were never utilized.
- AMC Chapter 17.75, Essential Public Facilities, should be part of the Unified Development Code, and is proposed for recodification as AMC Chapter 19.24.
- After these edits, Title 15 and Title 17 will be empty, and will be deleted.
- AMC Chapter 19.43 contains the design standards for various housing types, but is laid out differently than the chapters for commercial and industrial uses. This edit would recodify the housing-type design standards so they can more easily be found in the table of contents and so the chapter is laid out in the same way

as its neighboring chapters.

Because the Unified Development Code will likely be updated as part of our Comprehensive Plan update project, it's important to renumber and recodify these provisions now, so that our consultants working on the code will be working from the reorganized code.

Budget Impact:

de minimus

Previous Action: The City Council adopted the Unified Development Code in 2019.

Recommended Motion: I move approval of the ordinance as presented.

Alternative Actions:

Attachments (listed in order presented):

1. AMC Dev Code Remnants Ordinance

**City of Anacortes
Ordinance No. 4086**

**An Ordinance Amending AMC Titles 15, 17, and 19 for the Purpose of Renumbering and
Removal of Expired Provisions**

Whereas the City adopted Title 19, Unified Development Code, starting in 2016 with major work completed in 2019;

Whereas several chapters in the municipal code titles that were consolidated and rewritten into Title 19 were left behind and have not yet been cleaned up;

Whereas the engineering and development services fees in AMC Chapter 15.24 have already been updated and replaced in the City's Unified Fee Schedule;

Whereas the underground utilities regulations in AMC Chapter 15.32 are properly considered part of development;

Whereas the multifamily property tax exemption in AMC Chapter 15.45 expired five years after its effective date per AMC 15.45.050;

Whereas the development regulations for essential public facilities, currently in AMC Chapter 17.75, should be properly numbered as part of the unified development code in AMC Title 19;

Whereas after these chapters are renumbered or repealed, no chapters remain in Titles 15 or 17;

Whereas it would be easier to find and cite the subsections in AMC 19.43.010 and .020 if each were promoted to its own section in AMC Chapter 19.43;

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

Section 1. The City Council finds that the amendments to the municipal code effected by this ordinance are not substantive amendments to the City's development regulations, and therefore not subject to the provisions of AMC Chapter 19.16.

Section 2. The Anacortes Municipal Code is amended as follows:

- (1) AMC Chapter 15.24, Engineering and development services fees, is repealed.
- (2) AMC Chapter 15.32, Underground Utilities, is recodified as AMC Chapter 19.59.
- (3) AMC Chapter 15.45, Urban Center Development, is repealed.
- (4) AMC Title 15 is repealed.
- (5) AMC Chapter 17.75, Essential Public Facilities, is recodified as AMC Chapter 19.24.
- (6) AMC Title 17 is repealed.
- (7) AMC 19.43.010 Household Living is retitled "Categories of Residential Uses."
- (8) AMC 19.43.020.A is recodified as 19.43.010.B.
- (9) Subsections (B)-(E) in AMC 19.43.020 are recodified as AMC 19.43.120-150.
- (10) Subsections (B)-(K) in AMC 19.43.010 are recodified as AMC 19.43.020-19.43.110.

Section 3. Per RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication in the manner required by law.

PASSED and APPROVED this ____ day of August, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: August 19, **Agenda Item:** 7.f.
2024

Agenda Item Title: Review of Planning Committee's Housing Action Plan Recommendations

Staff Contact(s): John Coleman

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

Item Summary: As discussed in Council during our docketing discussion, the Council Planning Committee reviewed the City's 2023 [Housing Action Plan](#), identified the proposed measures within it for changes to the City's Development Regulations, and in the attached table, recommended some of them to move forward alongside the Comprehensive Plan in the public process and for consideration by the Planning Commission.

For each measure, the Council Planning Committee recommended:

- Include (move forward in the public process)
- Exclude (do not move forward)
- Required (we must move forward to comply with state law)
- Completed (we have already satisfactorily implemented this measure)

Budget Impact:

Previous Action: At the [January 17, 2023](#) meeting, City Council approved [Resolution 3104 adopting the Housing Action Plan](#).

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Housing Action Plan Recommendations

2. Written Public Comment - William Turner
3. Written Public Comment - Ian Munce

Memorandum



To: City Council
From: Council Planning Committee
Date: August 12, 2024
Re: Recommended HAP Measures

As discussed at Council during our docketing discussion, the Council Planning Committee reviewed the City's 2023 [Housing Action Plan](#), identified the proposed measures within it for changes to the City's Development Regulations, and in the attached table, recommend some of them to move forward alongside the Comprehensive Plan in the public process and for consideration by the Planning Commission.

For each measure, we recommend:

- Include (move forward in the public process)
- Exclude (do not move forward)
- Required (we must move forward to comply with state law)
- Completed (we have already satisfactorily implemented this measure)

#	Summary	Recommendation	Notes
2.1.1	Residential Low Density 1 (R1) Zone	Include	Cottages are likely to be especially appropriate for the R1 zone
2.1.2	Residential Low Density 2 (R2) Zone	Completed	
2.1.3	Residential Low Density 2A (R2A) Zone	Include	
2.1.4	Residential Medium Density 3 (R3) Zone	Completed	Nursing homes were also included in this recommendation, but we don't recommend moving forward
2.1.5	Group Living	Include	Include Rooming House and Adult Family Home; HACS proposes further study of Nursing Home and Assisted Living Facility to ensure sufficient standards exist in code
2.1.6	Adult Family Homes	Include	
2.1.7	Prohibit New Large-Lot Single-Family Uses in Medium and High Density Zones	Include	Rework as a maximum lot size and apply to consolidation via BLA; apply to all zones
2.1.8	Duplex Cottages	Include	See Cedar Springs Lane development as an example of where this type has already been permitted
2.1.9	Single Room Occupancy Housing	Include	Limit to mixed-use zones
2.1.10	Supportive Housing	Required	Add design standards as allowed by state law
2.1.11	Tiny Homes	Exclude	This provision will become confused with ADU regs
2.2	Implement the R3A Zone	Exclude	
2.3	ADU Regulations	Include	Partially completed already; remainder is required by state law
2.4.1	Minimum Lot Sizes	Include	Focus on regulating by height, setbacks, open space, parking minimums rather than lot size and effective limits on the size of the units
2.4.2	Maximum Lot Coverage	Include	
2.4.3	Maximum Size of Single-Family Homes	Exclude	Sufficiently addressed through maximum lot size
2.4.4	Density	Include	
2.4.5	Setbacks	Include	
2.4.6	Height Bonus Program	Include	
2.4.7	Elevator Penthouse	Include	
2.4.8	Religiously Owned Land Density Bonus	Required	
2.5.1	Family Definition	Required	
2.5.2	Design Standards Applicability	Include	
2.5.3	Block Frontage Standards	Include	
2.5.4	Usable Residential Open Space	Include	
2.5.5	Townhouse Open Space	Include	

#	Summary	Recommendation	Notes
2.5.6	Parking Lot Landscaping	Include	
2.5.7	Service Areas and Mechanical Equipment	Include	
2.5.8	Building Design	Include	
2.5.9	Building Materials	Include	
2.5.10	Blank Walls	Include	
2.6.1	Minimum Parking Standards	Include	Consult with AHA and AFC about their parking experience
2.6.2	On-Street Parking	Exclude	
2.6.3	Guest Parking	Include	Allow only when nearby streets are fully constructed
2.6.4	Unbundling Parking from Lease Agreements	Exclude	This is not a development regulation amendment.
4.3.1	Old Town Zone	Exclude	
4.3.2	R1 Zone	Include	
4.3.3	Multifamily and Mixed-Use Zone Height Limits	Exclude	
4.3.4	Industrial Zones	Exclude	Note that Sharpe's Corner has some LM zone, but we are addressing Sharpe's Corner separately
4.3.5	Parking	Exclude	

From: [William Turner](#)
To: [CityClerk](#); [City Council](#)
Cc: [John Coleman](#)
Subject: Please record for Monday council meeting August 19
Date: Thursday, August 15, 2024 4:22:06 PM

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

Dear Mayor and City Council

I have just completed my review of Agenda Item 7(f): Review of City Council's Planning Committee Recommendations for inclusion and consideration in the 2025 Periodic Review of our Comprehensive Plan/Development Regulations.

As to Item 2.3, I appreciate that the City has complied with State law by recently removing the requirement that the property owner live in one of the three units (the single family home plus two Accessory Dwelling Units (ADUs). However, I write to challenge the accompanying "Note" that "the remainder is required by State law".

The State Department of Commerce has issued a forty page guidance document that points out that cities have a broad amount of discretion as to how to tailor the mandatory new ADU regulations to suit their individual communities: "Guidance Accessory Dwelling Units in Washington State, September, 2023".

In my first run through of this document I have identified the following discretionary issues (in the order presented in the document).

P.7, Restrictions on the use of ADUs for short term rentals?

p.8, What if the lot involved does not "... meet the minimum lot size required for the principle unit"? "Where lots are smaller than the minimum allowed by the zone, cities may chose to rely on the capacity of the lot, sewer, septic, parking, and landscaping or other regulations to set the limits on one or two ADUs".

P.7, What constitutes "... where development is restricted under rules as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property"? Where "Cities and counties are not authorized to allow construction of ADUs ...". P.9.

P.10, Are "... internal conversions of existing space to an ADU to be permissible ..." in critical areas"? Subject to "certified experts"? "ADU development over CARAs [Critical Aquifer Recharge Areas] may be allowed if it can be demonstrated they will not not impact potable water".

P.10, How will SEPA mitigation sequencing and reasonable use exemptions apply?

P.12, zero, one, or two off-street parking spaces per ADU?

P.15, appropriate setbacks, yard coverage limits?

P.18, appropriate aesthetic standards? My question here is how do homeowners associations covenants apply or not apply?

P.19 appropriate level of transportation, fire, and park impact fees? Utility connection fees?

P.22, allow manufactured homes to be used as ADUs?

With my background in development and affordable housing, it is my considered opinion that issues such as these need to be thoroughly fleshed out if they are to work for ADU applicants/residents and to be acceptable to the

Anacortes public. Vagueness benefits no one.

Sent from my iPad

From: [Ian Munce](#)
To: [CityClerk](#)
Subject: Public Comment August 19 2024 City Council Agenda Item 7(f)
Date: Friday, August 16, 2024 12:22:27 PM

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Dear Councilmembers,

For over forty years, my family has thrived in this ‘best of the best’ small towns in the country. My wife and I have lived on the same property in the 300 acre R1 zone for over forty years now. It is characterized by a rich mosaic of wetlands and wetland buffers, streams and stream buffers, critical aquifer recharge areas, and extensive habitat supportive of native vegetation and species.

The current City Comprehensive Plan (CP) explicitly recognizes this and states that the purpose of this zone is to “... provide for low density residential development in the southern end of the City that is inappropriate for more intensive urban development due to topography, the frequent presence of wetlands, the high cost and difficulty in extending public facilities, and the desire to create a lower intensity transitional area between the city and the surrounding unincorporated rural pasture, forest and agricultural land”. CP page 1-16.

In preparing for the City’s 2025 Periodic Review of its Comprehensive Plan and implementing development regulations the City Council recently enacted Resolution No. 3161, a Resolution that is based on a \$3,000 fee for regular folks (not just real estate and development interests) to propose CP amendments. However, I am pleased to note that Resolution No. 3161 does not propose changes to the R1 Purpose statement set out in the preceding paragraph. At some point this fee violation of the public participation mandates of the Growth Management Act (GMA) will need to be corrected.

It also does not propose changes to the CP Land Use Designation as to the R1 Principal Uses and Density: “Single-family detached dwellings are the predominant dwelling type. Other dwelling types, such as accessory dwelling units and cottage housing, may be allowed **under certain circumstances**. The permitted base density is up to 2 dwelling units per gross acre. Densities up to 4 units per gross acre may be permitted **via a special review process**. CP page 1-16 (emphasis added). As one resident of the R1 neighborhood I am totally supportive of this approach.

However, given the CP R1 Purpose Statement I submit that:

1. The “**certain circumstances**” refer to having a detailed survey and mapping of wetlands and wetland buffers, streams and stream buffers, aquifer recharge areas, and habitat of critical local importance. By adopting Resolution No. 3161 the City Council just rejected out of hand my request for such areawide information, information necessary for informed permit review and for compliance with the State Environmental Policy Act and its implementing local regulations. It is noteworthy that the City needs to adopt new ADU provisions to comply with newly enacted State law, provisions that need to be sensitive to critical area protection mandates

The real estate and developer authored Housing Assistance Guidance Document is not by any stretch of imagination a real plan. As I pointed out in my submissions into the Resolution No. 3161 process, the public notice only informed the public that before further action this Document's recommendations would first be viewed within the context of the other CP policies, policies that include environmental protection and restoration. This is a second feature that needs to be corrected.

2. The “**special review process**” refers to a process that incorporates the areawide assessment described in the preceding paragraph and uses planned unit development (PUD) regulations to ensure that property owners do not have an incentive to submit inadequate environmental assessments and attempt to landscape critical areas out of existence. I submitted supporting documentation of this as a part of the Resolution 3161 process. It is worth emphasizing that a PUD driven subdivision process allows a property owner to benefit from the zoned density by clustering the authorized allocation of housing units on the same property but outside the critical areas. A transfer of development rights (TDR) program would allow a market driven approach of transferring housing unit allocations from critical areas to elsewhere in the City. These are real planning techniques actually in use by sophisticated local governments across the State.

3. The staff/Council Planning Committee approach that the “certain circumstances” test can be met by a simple assertion that the City needs more housing at the expense of critical areas, not just in the R1 zone but across the City is frankly ridiculous and not just contrary to GMA and SEPA mandates (as is their assertion that a “special review process” is not needed as there are now design standards for cottage housing).

4. Everyone involved and affected should be aware that the City Administration has not just refused to apply and enforce the straightforward development regulations relating to critical areas and environmental protection in my neighborhood but has recently asserted (successfully) in Skagit County Superior Court that it has unbridled discretion to decide which development regulations to enforce and which to simply ignore across the entire community. I could not meet the test for ‘extraordinary remedy’ needed for a Superior Court writ of mandamus, but the third correction that I consider necessary is for the Periodic Review to put clear parameters around the Planning Director’s so called ‘discretion’ in exercising his/her assigned duties under the City Municipal Code. I will submit documentation of the need for this third correction in future submissions into the Periodic Review record.

5. In regard to the record, I submit that as the public gradually becomes aware of the large-scale real estate and development changes currently proposed for consideration in Resolution No. 3161 (under the guise of ‘affordable housing’) they should be able to click on a tab on the City website and view the submissions made into the record to date. This would also obviate the need for duplicate submissions and going forward allow those who comment to simply refer to a record number.

For the past seventy years there has been general consensus here in Anacortes that we need to maintain our small town character and not have any imperative to pay much attention to day to day actions at City Hall. I submit that recent real estate and development aspirations and City permit infractions are about to change this enjoyable complacency. If the City is to rely on surveys they should be random sample surveys (and not self selection surveys as used in the Housing Assistance Guidance Document) and real estate and development stakeholders need to be balanced by neighborhood and environmental advocates (this did not occur in the

Housing Assistance Guidance Document).

Resolution No.3161 does propose to consider as yet unspecified changes to the development regulations that apply in the R1 zone. Once I am find out what these are I will submit further comments.

Thank you for this opportunity to comment.

Ian Munce, J.D., AICP
1711 Quail Drive
Anacortes