



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

September 23, 2019
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Mayor's Award of Merit: Libby Grage
 - b. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of September 16, 2019
 - b. Approval of Claims in the amount of: \$630,354.28
 - c. Interlocal 286 with Skagit County for Probation Services 2020-2022
 - d. Interlocal 287 with Skagit County for Library Materials 2019
 - e. Interlocal 280 to expand the Skagit County Multiple Agency Response Team (SMART)
 - f. Resolution 2056: A Resolution fixing a time and place for a public hearing on Ordinance 3048 vacating the North half of 36th Street right-of-way East of the D Avenue right-of-Way and South of Block 28, "Kellogg & Ford's Addition to Anacortes, Washington"
 - g. Resolution 2057: A Resolution fixing a time and place for a public hearing on Ordinance 3049 vacating unopened right-of-way in the alley between 21st and 22nd streets for a pocket park to honor former Councilperson Erica Pickett
 - h. Contract Award: Washington Park Launch Float Replacement – Custom Manufacturing #19-147-PRK-001
6. **Public Hearings**
7. **Other Business**
 - a. Contract Award: Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001 (Action)
 - b. * Ordinance 3050: Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands (Discussion)
8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so 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.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning October 7, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

October 7, 2019

- Contract Modification: Sewer Cost of Service and Rate Design Study #18-099-SEW-001 (Consent)
- Interlocal 281 with Port of Anacortes: Mutual Assistance on Minor Projects (Consent)
- Interlocal 285 with Port of Anacortes: Blanket Temporary Laydown Space Agreement (Consent)

October 14, 2019

- Mid Biennial Budget Review (Discussion)

October 21, 2019

- Mid Biennial Budget Review (Discussion)

October 28, 2019

November 4, 2019

- Public Hearing: Mid Biennial Budget Review (Discussion)

November 12, 2019

- Ordinance ____: 2019/2020 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2020 Property Tax Regular Levy Increase (Action)

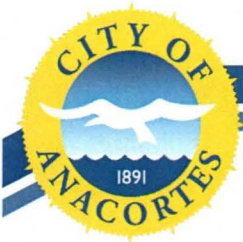
November 18, 2019

November 25, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Sep 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Sep 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Oct 1, 2019, 8:30 AM, City Hall
- Public Safety, Tuesday, Oct 1, 2019, 10:00 AM, Mayor's Office
- Public Works, Monday, Oct 7, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 14, 2019, 5:00 PM, Main Conference Room, City Hall



August 19, 2019

Libby Grage
904 6th Ave
Anacortes, WA 98221

Dear Libby,

Congratulations! Libby, you have been nominated to receive the Mayor's Award of Merit because of your outstanding and diligent performance as the Planning Manager for the City of Anacortes. You have demonstrated a commitment to transparency and interdepartmental cooperation through your work on the recently passed development regulations. Your supervisor and co-workers commend your steadfastness in your management of this important project.

Over a span of two and a half years you successfully managed over twenty-five public meetings and public hearings, as well as over one hundred fifty individual public comments. Throughout this process you continued to give timely and thoughtful responses to all those involved in the project. Your continued unwaveringly positive and professional attitude in working with the community, staff, and consultants is to be applauded.

Now that the City of Anacortes has made its final adoption of the new development regulations we expect to see positive change for the community. That change will be due to, in large part, your commitment to improving this community.

I am pleased to select you as a Mayor's Award of Merit recipient. Please reach out to Alexandra Holden to find a day when you would be able to attend a City Council meeting to receive your award. I encourage you to invite your family, friends, and co-workers to the presentation. The award of merit includes a \$75.00 gift certificate to a local restaurant of your choice. Please let Alexandra know at which Anacortes restaurant you would like to celebrate your recognition. Additionally, your name will be added to the plaque that hangs in City Hall for all to see!

Sincerely,

Laurie M. Gere, Mayor
City of Anacortes

The seal of the City of Anacortes is a circular emblem. It features a stylized eagle with its wings spread, perched on a horizontal line that represents a body of water. The words "CITY OF" are arched above the eagle, and "ANACORTES" is arched below it. The entire seal is enclosed within a decorative border.

Municipal Building Council Chambers
904 Sixth Street

PUBLIC COMMENT SIGN IN SHEET

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

Continue on back of sheet as needed

City Council Minutes – September 16, 2019

Mayor Pro Tem Matt Miller called to order the Anacortes City Council meeting of September 16, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Carolyn Moulton, Bruce McDougall and Matt Miller were present. Councilmember Brad Adams was absent.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Anacortes Wastewater Treatment Plant Outstanding Performance Award from the Department of Ecology: Public Works Director Fred Buckenmeyer reported that the Washington State Department of Ecology had awarded the City of Anacortes a Wastewater Treatment Plant Outstanding Performance Award for 2018, for the 8th consecutive year. Mayor Pro Tem Miller shared the award with Mr. Buckenmeyer and Wastewater Treatment Plant Manager Becky Fox.

Skagit County Law & Justice Council: Mr. Miller reported from the LJC meeting the prior Wednesday at which the primary topic was the Guardian RFID wristband project at the Skagit County jail.

Finance Committee: Mr. Walters reported from the committee meeting the prior Wednesday at which topics discussed included State Drinking Water Fund loans and which capital projects could most advantageously make use of that funding source, other budgeted water capital projects, the affordable housing sales tax and factors related to Anacortes imposing an additional qualifying tax, changing the biennial budget process to automatically roll over unspent funds from the first year to the second year of the biennium, and the sewer and water GFC proposal from the prior week City Council meeting.

Personnel Committee: Mr. Young and Ms. Moulton reported from the recent committee meeting and complimented new HR Manager Vanessa Bronsema. Ms. Moulton noted that regularly scheduled union negotiations were underway and that inclusion training would be offered to all city staff in October.

Public Works Committee: Ms. Moulton reported from the committee meeting earlier in evening at which topics discussed included the Senior Center roof emergency that would be addressed on the Consent Agenda, ongoing work on an MOU with Skagit PUD regarding acquisition of the South Fidalgo water system, acquisition of additional property adjacent to the water treatment plant, and demolition of the old water treatment plant.

Mr. Miller reported that Mayor Gere would return from a Sister Cities trip later in the week.

Public Comment

Douglas Thurber, PO Box 159, followed up on his comments from the August 12, 2019 City Council meeting regarding reusing plastic bags. Mr. Thurber demonstrated the frailty of many plastic bags, then reported that San Juan Island does not allow single use plastic bags but does allow sturdier plastic bags in retail stores. He displayed samples. Mr. Thurber suggested that instead of banning plastic bags, City Council look at alternatives. Mr. Thurber also requested that if City Council were to vote on banning plastic bags, Mr. Johnson recuse himself because Mr. Johnson had attended a Transition Fidalgo meeting at which a plastic bag ban was discussed and may be a member of that group. Mr. Thurber said that Transition Fidalgo is a political action committee.

Mr. Johnson clarified that he is not a member of Transition Fidalgo and that he attended the group's meeting for a housing affordability presentation.

Consent Agenda

Mr. Young removed Item 5b, Approval of Claims, from the Consent Agenda. Mr. Walters removed Item 5d, Fiber Master Services Agreement, from the Consent Agenda.

Mr. Johnson moved, seconded by Mr. McDougall, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of September 9, 2019
- c. Contract Award: WTP Electrical Switchgear Maintenance #19-145-WTR-001
- e. Resolution 2058: Finding of an Emergency for the Senior Center Roof Replacement

The following vouchers/checks were approved for payment:

EFT numbers: 94574 through 94617, total \$256,164.36

Check numbers: 94573 and 94618 through 94646, total \$751,026.93

Wire transfer numbers: 255553 through 255820, total \$2,025.14

- b. Approval of Claims in the amount of: \$1,009,910.91

Mr. Young again urged staff to purchase locally when legally and economically feasible. He commended the departments that were achieving more local purchasing. Mr. Young moved, seconded by Mr. Johnson, to approve the claims as presented. Mr. Walters and Mr. Miller also commented on this topic. The motion carried unanimously by voice vote.

- d. Fiber Master Services Agreement

Mr. Walters noted that all contracting authority on behalf of the city resides with City Council and that Council can delegate and had delegated specific contract authority to the mayor. He moved, seconded by Mr. McDougall, to authorize the mayor to enter into contracts with individual fiber customers using the terms of the fiber master services agreement template as presented. The motion carried unanimously by voice vote.

OTHER BUSINESS

Pickett Pocket Park Agreement 19-143-PRK-001

Parks and Recreation Director Jonn Lunsford requested Council approval of a property agreement with four separate landowners to work cooperatively to vacate the unopened alley right-of-way on the east side of the 2100 block of Commercial Avenue and transfer ownership of a portion of the vacated area to the City for construction and management of the Pickett Pocket Park. Mr. Lunsford outlined the process for vacating the right-of-way and described the features of the planned pocket park, referring to his slide presentation which was added to the packet materials for the meeting.

Mr. Walters moved, seconded by Mr. Young, to approve the property agreement. Mr. Johnson confirmed with Ms. Swetnam that no money would change hands as part of the agreement. Vote: Ayes - Young, Walters, Miller, Moulton, McDougall and Johnson. Motion carried.

Combined Sewer Overflow (CSO) Reduction Study

Mr. Buckenmeyer referred to prior Council consideration of this topic, most recently on August 5, 2019. He requested that Council reach a consensus on whether staff and consultants should continue their efforts towards upgrading the wastewater treatment plant sewer outfall. Mr. Buckenmeyer said that would allow staff and the consultants to proceed with the final engineering report for the recommended solution, add the project to the city's Capital Facilities Plan, and then begin design and permitting.

Eric Bergstrom, Senior Project Manager at consultant HDR, called attention to the memo in the packet materials responding to Council's prior request for a summary of the options to address the city's sanitary sewer overflow (SSO) issues. Mr. Bergstrom summarized the SSO issues and the recommended solution in a slide presentation that was added to the packet materials for the meeting. He responded to councilmember questions about outflow screening and other discharge improvements, retirement of the existing CSO and treatment plant outfalls following construction of a new outfall, and integrated planning for improvements. Mr. Buckenmeyer and Finance Director Steve Hoglund responded to councilmember questions about funding sources for the recommend solution and the city's overall debt burden. At the conclusion of this discussion Mr. Miller confirmed with his colleagues on the dais that all present supported staff continuing to pursue recommended Option 4 and completing the final engineering report accordingly.

There being no further business, at approximately 7:08 p.m. the Anacortes City Council meeting of September 16, 2019 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the September 23, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255884	1/28/2019	BI-0329701-B	BECKWITH & KUFFEL	WTP INTAKE PUMPS 3 & 4 - PAYMENT FOR 2ND PUMP	\$ 263,263.31	dwtpt
256276	5/1/2019	2014	AWARD CONSTRUCTION, INC.	WTP CAUSTIC HEADER PVC CONNECTION REPLACEMENTS	\$ 27,855.06	pw1
256242	5/28/2019	19002-02	KINGWORKS CONSULTING ENGRS	FIRE STATION 3 UPGRADES - ENGINEERING SERVICES 4/23/19-4/25/19	\$ 175.50	medic
256154	7/22/2019	BINV0007761	GOBLE SAMPSON ASSOCIATES, INC	PS15 CHEMICAL FEED PUMP	\$ 5,902.64	dwwtp
256286	7/30/2019	94217	ADVANTAGE WINDOW COVERINGS	BLINDS FOR HR	\$ 342.41	pwfac
256251	8/2/2019	INV02820	BLUE CARD	ADD TRUCKEY, KANE TO TRAINING	\$ 731.50	medic
256235	8/8/2019	94622	VECA ELECTRIC & TECHNOLOGIES	FIBER ROOM BACKUP ELECTRICAL SERVICE	\$ 17,022.62	pw1
255940	8/17/2019	000099E018339	UNITED PARCEL SERVICE, INC	SHIP RADIO REPAIR	\$ 12.43	medic
255942	8/21/2019	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 7/19-8/20/19	\$ 39.07	medic
255943	8/21/2019	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 7/19-8/20/19	\$ 21.20	medic
255941	8/21/2019	AN 68076	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 69.27	medic
256249	8/21/2019	19-152	COASTAL GEOLOGIC SERVICES, INC	GUEMES CHANNEL TRAIL SHORE PROTECTION ASSESSMENT	\$ 6,494.36	pw1
256170	8/22/2019	62078200	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 100.14	medic
255936	8/22/2019	114859	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 140.00	medic
256169	8/23/2019	83323086	BOUND TREE MEDICAL, LLC	6 CPAP MASKS	\$ 311.68	medic
256274	8/23/2019	56931	KROESENS UNIFORMS COMPANY	3 PAIRS CLASS B PANTS, 1 BELT	\$ 565.33	medic
256278	8/23/2019	56930	KROESENS UNIFORMS COMPANY	NAMETAGS (SIEDLER)	\$ 86.42	medic
255809	8/26/2019	27705	DAHL ELECTRIC, INC	REPAIR VFD AT INTAKE	\$ 184.18	dwtpt
256165	8/28/2019	1991391429	ARAMARK	STA 3 MAT/MOP SERVICE	\$ 21.74	medic
255815	8/28/2019	WABUR214438	FASTENAL COMPANY	SAFETY SUPPLIES	\$ 579.85	dwtpt
256270	8/28/2019	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX/INTERNET: 8/28 - 9/27	\$ 81.36	medic
256285	8/28/2019	13549	RICK'S REFRIGERATION, INC.	REFRIGERATOR REPAIR ASAC	\$ 317.14	pwfac
256277	8/28/2019	INV1685	SEAWESTERN, INC.	HAIX FIREFIGHTING BOOTS	\$ 439.80	medic
256167	8/29/2019	1991393411	ARAMARK	STA 2 MAT/MOP SERVICE 8/29	\$ 21.74	medic
256168	8/29/2019	1991393412	ARAMARK	STA 3 MAT/MOP SERVICE: 8/29	\$ 21.74	medic
255938	8/29/2019	AN 68222	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 55.75	medic
256156	8/31/2019	91608501	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 190.52	dwwtp
255914	8/31/2019	7178	BEAVER LAKE QUARRY	ROCK FOR LAGOON	\$ 1,213.39	dwtpt
256134	8/31/2019	302	BOYS & GIRLS CLUBS	AUGUST - LUNCH PROGRAM SERVICE PROVISION	\$ 160.00	finance
256073	8/31/2019	218	BUBBA SUDZ CAR WASH, INC.	AUGUST CAR WASHES- 13	\$ 153.00	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255766	8/31/2019	3092180864	LEXISNEXIS	LEGAL RESEARCH PROGRAM AUGUST 2019	\$ 324.42	legal
255945	8/31/2019	7923	PETDATA, INC	PETDATA LICENSING FEES AUGUST	\$ 151.70	finance
256148	8/31/2019	2000032760	SKAGIT AGGREGATES, LLC	DIKE FILL FOR WTP LAGOON	\$ 1,945.78	dwtp
255930	8/31/2019	601217	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF1 RETIREE	\$ 51.92	hr
255932	8/31/2019	460509	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF1 RETIREE	\$ 101.10	hr
255920	8/31/2019	114-9070748	UNITED SITE SERVICES, INC	PENN AVE PORTA POTTI	\$ 151.09	dwtp
256280	8/31/2019	114-9070405	UNITED SITE SERVICES, INC	CONSTRUCTION PORTA POTTY @ STA 3	\$ 63.42	medic
256261	9/1/2019	85566	BATES TECHNICAL COLLEGE	2018 APPRENTICESHIP PROGRAM (BYER) 6/6-12/12/18	\$ 310.00	medic
256019	9/1/2019	052-0010-00	CITY OF ANACORTES	2201 37TH STREET, W/S/G 8/1-8/31/19	\$ 1,210.67	dshop
256020	9/1/2019	112-6470-00	CITY OF ANACORTES	1110 32ND STREET 8/1-8/31/19	\$ 991.70	parks1
256157	9/1/2019	190-1840-00	CITY OF ANACORTES	WWTP UTILITY BILLING 8/1-8/31/19	\$ 5,185.20	dwtp
255939	9/1/2019	360-293-0045-0223175	FRONTIER COMMUNICATIONS	STA 1 BACK-UP LINES: 9/1 - 9/30	\$ 156.49	medic
256227	9/1/2019	Cust#1925	THRIFTY CLEANERS	AFD AUGUST ADMINISTRATIVE UNIFORM CLEANING	\$ 89.96	medic
255937	9/1/2019	3004809336	THYSSENKRUPP ELEVATOR CORP	AFD #1 ELEVATOR MAINTENANCE 9/1-11/30/19	\$ 639.97	medic
255924	9/2/2019	3GCNYAEFXKG201131	BLADE CHEVROLET	2019/2020 CHEVROLET 1500 REG CAB FOR FIBER DEPT	\$ 33,065.45	fiber
256143	9/2/2019	RI104184954	FRANCOTYP-POSTALIA, INC	MAILING MACHINE QUARTERLY RENTAL 9/1-11/30/19	\$ 130.31	finance
256021	9/3/2019	ER 138207	CENTRAL WELDING SUPPLY CO, INC	RENTAL - WELDING EQUIPMENT	\$ 130.45	wdist
256260	9/3/2019	09/03/2019	ECONOWASH LAUNDRY & DRY	ADMINISTRATIVE UNIFORMS 7/26-8/25/19	\$ 35.33	medic
256153	9/3/2019	9110152	EMD MILLIPORE CORPORATION	MILLIPORE DISPENSER	\$ 871.11	dwtp
255922	9/3/2019	11618672	HACH COMPANY	HARDNESS STANDARD	\$ 79.26	dwtp
255923	9/3/2019	11618678	HACH COMPANY	CHLORINE FREE CL17 REAGENT X 13	\$ 873.27	dwtp
256151	9/3/2019	11621772	HACH COMPANY	ACETYLACETONE	\$ 77.96	dwtp
256226	9/3/2019	AFD 19	ISLAND HOSPITAL	AUGUST AMBULANCE SUPPLIES	\$ 1,941.70	medic
256172	9/3/2019	62901628	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 211.62	medic
255810	9/3/2019	200012505505	PUGET SOUND ENERGY INC	WTP 8/1-8/31/19	\$ 96,947.57	dwtp
256138	9/4/2019	19-22489	BUDGET TOWING & AUTO REPAIR	ABANDONED VEHICLE TOW FOR STREET WORK	\$ 380.45	pw1
256175	9/4/2019	4583833	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 104.63	medic
256264	9/4/2019	191192	T-SHIRTS BY DESIGN	CLASS B UNIFORM PANTS	\$ 368.49	medic
255813	9/4/2019	331 0479070	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.56	dwtp
255814	9/5/2019	60179	COMMERCIAL FIRE PROTECTION INC	FIRE EXTINGUISHER MAINTENANCE	\$ 144.80	dwtp
256155	9/5/2019	2018647	GATEWAY CONTROLS, INC	WTP GATE INTERCOM REPAIR	\$ 256.53	dwtp
256282	9/5/2019	1299892	SURETY PEST CONTROL	RODENT AND INSECT MAINTENANCE @ WA PARK	\$ 70.66	pwfac
255812	9/5/2019	KT579650	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,663.25	dwtp

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255811	9/5/2019	114935	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 87.50	dwtp
256281	9/5/2019	114928	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 175.00	medic
256259	9/6/2019	BI-0334327	BECKWITH & KUFFEL	COMPRESSOR AND SERVICE KIT	\$ 854.77	dwwtp
255816	9/6/2019	WABUR214690	FASTENAL COMPANY	EYEWASH ADDITIVE	\$ 70.90	dwtp
256076	9/6/2019	12836	IMAGE360	2019 CHEVY TAHOE POLICE DOOR INSTALLATION- #040A & 041A	\$ 509.95	dshop
256037	9/6/2019	001-445101	PISTON SERVICE OF ANACORTES	WIPERS FOR #052	\$ 23.81	dshop
256081	9/6/2019	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 8/6-9/5/19	\$ 31.99	plan
256082	9/6/2019	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 8/6-9/5/19	\$ 69.56	dshop
256137	9/6/2019	200015995380	PUGET SOUND ENERGY INC	APD 8/6-9/5/19	\$ 1,634.22	apd
256033	9/6/2019	1931963	WASHINGTON TRACTOR, INC	FAN, SHROUD- VEH #704	\$ 435.17	dshop
256022	9/6/2019	27862	WESTERN SYSTEMS REFUSE &	BULLET DETERMINATION KIT	\$ 518.17	dshop
256036	9/6/2019	27861	WESTERN SYSTEMS REFUSE &	CAMERA VAN CABLE	\$ 5,342.02	dshop
256133	9/7/2019	013647155	GALLS, LLC.	UNIFORM BOOTS; CORP	\$ 304.32	apd
255946	9/7/2019	99927	LAKE SIDE INDUSTRIES, INC.	3/8" ASPHALT- WATER DEPT	\$ 502.08	wdist
256279	9/7/2019	INV1831	SEAWESTERN, INC.	HAIX FIREFIGHTING BOOTS	\$ 439.80	medic
255933	9/9/2019	19-34137	EDGE ANALYTICAL, INC	CHROMOGENIC SUBSTRATE TEST- BARTHOLOMEW RD	\$ 15.00	wdist
256160	9/9/2019	WABUR214728	FASTENAL COMPANY	SAFETY GLASSES X 2	\$ 30.11	dwtp
256239	9/9/2019	41835901	INGRAM LIBRARY SERVICES, LLC	JUV-YA BOOKS	\$ 579.76	publib
256083	9/9/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 8/7-9/6/19	\$ 18.86	plan
256084	9/9/2019	300000290019	PUGET SOUND ENERGY INC	AFD 8/6-9/5/19	\$ 832.35	medic
256088	9/9/2019	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES- 08/7- 09/6/19	\$ 71.29	dshop
256152	9/9/2019	300000300008	PUGET SOUND ENERGY INC	WWTP PLANT AND PUMP STATION 8/7-9/6/19	\$ 14,413.48	dwwtp
256248	9/9/2019	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS 08/01- 08/30/19	\$ 414.82	dshop
255959	9/9/2019	186090	SCOTT RICHARDS INSURANCE, INC	GENERATORS ADDED	\$ 57.00	finance
255960	9/9/2019	ReimbTostenson	TOSTENSON, JASON	REIMBURSE J. TOSTENSON MILEAGE	\$ 69.60	dshop
256159	9/9/2019	003041	USA BLUE BOOK	LAB SUPPLIES BLUE HERON	\$ 672.57	dwtp
256284	9/10/2019	266081	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 624.16	pwfac
256079	9/10/2019	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 9/20- 10/19/19	\$ 186.15	finance
256080	9/10/2019	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 9/19-10/18/19	\$ 232.86	finance
256086	9/10/2019	INV201616671	COPIERS NORTHWEST	CANON/IRC5560I FINANCE/OPS/WWTP 8/8- 9/7/19	\$ 389.31	finance
255921	9/10/2019	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; AUGUST 2019	\$ 474.00	apd
256262	9/10/2019	WAANA119249	FASTENAL COMPANY	EXTRICATION GLOVES, FLASHLIGHT,	\$ 181.78	medic
256150	9/10/2019	800218	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE	\$ 3,657.40	dwtp
256158	9/10/2019	1386875	POLYDYNE, INC	CLARIFLOC X 3 SUPERSACKS	\$ 10,024.15	dwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
255929	9/10/2019	GB00100301	TRANSAMERICA LIFE INS CO	SEPTEMBER, LEOFF LONG-TERM CARE INSURANCE	\$ 523.07	hr
256017	9/10/2019	331 0479998	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 59.39	wdist
256223	9/11/2019	1991411102	ARAMARK	STA 3 MAT/MOP SERVICE: 9/11	\$ 21.74	medic
256149	9/11/2019	92730617	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,878.57	dwtpt
256089	9/11/2019	8498 30 017 0464628	COMCAST	WA PARK INTERNET 9/21-10/20/19	\$ 106.15	finance
256144	9/11/2019	19-33799	EDGE ANALYTICAL, INC	FLUORIDE ANALYSIS BLUE HERON	\$ 26.00	dwtpt
256145	9/11/2019	19-34370	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
256162	9/11/2019	ReimbFox	FOX, REBECCA	MEAL REIMBURSEMENT FOR BECKY FOX	\$ 48.00	dwwtpt
256236	9/11/2019	41886990	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 1,291.71	publib
256240	9/11/2019	41878133	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK	\$ 11.09	publib
256241	9/11/2019	41878135	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK	\$ 43.91	publib
256244	9/11/2019	41878134	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 5.30	publib
256269	9/11/2019	ReimbMartin	MARTIN, DANIEL	TRAVEL MEAL REIMBURSEMENT	\$ 25.00	dshop
256171	9/11/2019	63737420	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 54.08	medic
256268	9/11/2019	ReimbParrett	PARRETT, SCOTT	MEAL REIMBURSEMENT - S PARRETT	\$ 25.00	dshop
256031	9/11/2019	001-445506	PISTON SERVICE OF ANACORTES	BATTERY- VEH #414	\$ 265.12	dshop
256131	9/11/2019	4233717	SKAGIT PUBLISHING LLC	DISPLAY ADS FOR NATIONAL NIGHT OUT	\$ 352.00	apd
256174	9/11/2019	1180958	SKAGIT PUBLISHING LLC	PUBLISH POLICE RECORDS POSITION AD, AA-1943007	\$ 807.24	finance
256243	9/11/2019	2019-1190	THE WATERSHED COMPANY	PERIODIC REVIEW OF SHORELINE MASTER PROGRAM AUGUST 2019	\$ 5,936.75	plan
255961	9/11/2019	191212	T-SHIRTS BY DESIGN	CITY LEAGUE SOCCER SHIRTS	\$ 4,863.24	pkrec
255962	9/11/2019	191206	T-SHIRTS BY DESIGN	COUNTY LEAGUE JERSEY EXTRA	\$ 30.44	pkrec
255915	9/11/2019	331 0480175	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.56	dwtpt
256034	9/12/2019	1991413128	ARAMARK	OPS: MAT CLEANING 9/12/19	\$ 34.96	dshop
256074	9/12/2019	1991413127	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 64.96	finance
256224	9/12/2019	1991413118	ARAMARK	STA 2 MAT/MOP SERVICE: 9/12	\$ 21.74	medic
256225	9/12/2019	1991413119	ARAMARK	STA 1 MAT/MOP SERVICE	\$ 21.74	medic
256026	9/12/2019	500-1070-00	ASARI, SHUNJI	Refund for overpayment on closed account	\$ 10.83	finance
256283	9/12/2019	266081A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 256.64	pwfac
256072	9/12/2019	630204	BLADE CHEVROLET	BEDLINER- #186	\$ 456.54	dshop
256018	9/12/2019	INV105149	BOULDER BIBS	RACING BIBS - ART DASH	\$ 171.75	parks1
256078	9/12/2019	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 8/13-9/11/19	\$ 20.97	medic
256024	9/12/2019	053-4180-02	DAVALLOU, PAUL	Refund for overpayment on closed account	\$ 112.75	finance
256147	9/12/2019	19-32329	EDGE ANALYTICAL, INC	HAA/THM ANALYSIS	\$ 998.00	dwtpt
256029	9/12/2019	145-0080-04	GECHAS, DENISE	UB Refund Cst #061279	\$ 150.40	finance
256245	9/12/2019	1200215022	HDR ENGINEERING, INC	SANITARY SEWER STORAGE STUDY - AUGUST 2019	\$ 30,947.53	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256023	9/12/2019	144-3710-00	IRVING CONSTRUCTION	Refund customer for overpayment on closed accounts	\$ 20.19	finance
256027	9/12/2019	144-5010-01	JENSEN, CLAUDIA & EDWARD	Refund for overpayment on closed account	\$ 150.94	finance
256085	9/12/2019	LTAC 9-12-19	MAJESTIC GLASS CORVETTE CLUB	LTAC MAJESTIC GLASS CORVETTE CLUB	\$ 1,300.00	plan
256028	9/12/2019	143-0610-02	RAMSDEN, SCOTT & SELINA	Refund for overpayment on closed account	\$ 133.91	finance
256232	9/12/2019	0242933-IN	REISNER DISTRIBUTOR INC	FUEL FOR PUMP STATIONS- #9910	\$ 3,717.17	dshop
256238	9/12/2019	0242512-IN	REISNER DISTRIBUTOR INC	FUEL & TANK CLEANER- #9910	\$ 64.94	dshop
256025	9/12/2019	140-1532-00	RICKS, RICHARD & ROSE	Refund on overpayment on closed account	\$ 104.97	finance
256252	9/12/2019	102659672	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 9/1-9/30/19	\$ 378.00	finance
256265	9/12/2019	191238	T-SHIRTS BY DESIGN	DUFFLE BAGS	\$ 251.10	medic
256035	9/13/2019	019109-0010	EASTMAN, KATIE	REFUND - CANCELLED USE OF SENIOR CENTER	\$ 120.00	parks1
256142	9/13/2019	WAANA118961	FASTENAL COMPANY	PVC ADAPTERS	\$ 3.35	dwwtp
256222	9/13/2019	I5276660	HD FOWLER COMPANY INC	METER BOXES	\$ 4,177.45	wdist
256087	9/13/2019	Refund March Point	MENDUM, DAN & KRISTI	UB Refund Cst #050278	\$ 6,531.33	finance
256255	9/13/2019	001-445792	PISTON SERVICE OF ANACORTES	BATTERY- VEH #205A	\$ 304.25	dshop
256163	9/13/2019	S20184353	SUPERIOR SYSTEMS, INC	REPAIR ASH PUMP ROTOR AND BEARING	\$ 573.53	dwwtp
256075	9/13/2019	0117283-IN	SWS EQUIPMENT	REPLACED COOLANT HOSE- VEH #512	\$ 738.74	dshop
256263	9/13/2019	1937248	WASHINGTON TRACTOR, INC	SHROUD- #704	\$ 87.95	dshop
256267	9/13/2019	1937245	WASHINGTON TRACTOR, INC	V-BELT #704	\$ 91.40	dshop
256253	9/14/2019	001-445864	PISTON SERVICE OF ANACORTES	ELECTRONIC THROTTLE BODY- #115	\$ 318.27	dshop
256140	9/14/2019	00005W5A83379	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 9-14-19	\$ 10.03	apd
255547	9/15/2019	September 2019	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES SEPTEMBER 2019	\$ 6,120.00	legal
256161	9/16/2019	3908	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A06759	\$ 163.05	apd
256135	9/16/2019	1991403227	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
256136	9/16/2019	1991413122	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
256256	9/16/2019	1991416862	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 77.48	dwwtp
256173	9/16/2019	83336467	BOUND TREE MEDICAL, LLC	AIRWAY KITS (3)	\$ 69.43	medic
256146	9/16/2019	19-34243	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwwtp
256139	9/16/2019	09/06/2019	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
256247	9/16/2019	GIS-10255	GEOGRAPHIC INFORMATION	2019-2020 GIS SUPPORT	\$ 169.66	pw1
256246	9/16/2019	1200216165	HDR ENGINEERING, INC	WTP CHLORINE CONVERSION PROJECT 5/26/19-8/31/19	\$ 5,621.41	pw1
256310	9/16/2019	HA REIMBURSE #2 2018	HOUSING AUTHORITY OF THE CITY	CDBG HA REHAB PROJECT 2018	\$ 11,618.75	plan
256130	9/16/2019	AUGUST 2019	HUMANE SOCIETY OF	APD CASE 19-A05617 WITH QUARANTINE FEE	\$ 392.00	apd
256230	9/16/2019	72257612	INTERSTATE BATTERIES	BATTERY- VEH #032	\$ 181.47	dshop
256231	9/16/2019	41600329937	LES SCHWAB TIRE CENTERS	FLAT REPAIR- VEH #510	\$ 40.22	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256166	9/16/2019	105	PORT OF ANACORTES	PAYMENT FOR USING SEAFARERS PARK FOR SUMMER SAILING	\$ 1,508.75	pkrec
256132	9/16/2019	4790	PUBLIC SAFETY SELECTION, PC	PRE-EMPLOYMENT PSYCHOLOGICAL EVAL	\$ 400.00	apd
256257	9/17/2019	2020-WA0020257	DEPARTMENT OF ECOLOGY	NPDES PERMIT JULY 2019-JUNE 2020	\$ 8,699.40	dwwtp
256266	9/17/2019	2019 Fall Regionals	DMCMA TREASURER	2019 FALL REGIONALS - OCTOBER 11, 2019	\$ 50.00	court
256229	9/17/2019	19-34102	EDGE ANALYTICAL, INC	LEAD AND COPPER ANALYSIS HOMEOWNER	\$ 32.00	dwwtp
256250	9/17/2019	ReimbMcCunn	MCCUNN, MIKE	REIMBURSEMENT FOR ANTIQUE ENGINE NON-ETHANOL FUEL (4)	\$ 75.47	medic
256309	9/18/2019	ReimbDoebler	DOEBLER, STEPHEN	PNCWA CONFERENCE MEAL REIMBURSEMENT SD	\$ 92.00	dwwtp

Total **\$630,354.28**



City Council Contract Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 5c

Subject: Interlocal Agreement 286 for 2020-2022 Probation Services

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Interlocal Agreement
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Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the Skagit County for probation services to the City from 2020-2022.

Background: The City has had longstanding agreements with Skagit County for the provision of probation services. Probation services support the efforts of the municipal court to ensure compliance with sentences. Every time a defendant is sentenced to a charge that includes treatment as a condition of their sentence (alcohol/DV/drugs/mental health), they are referred to the Probation Department for monitoring of that treatment.

Key Terms:

- The term of this Agreement shall be from 1/1/20-12/31/22
- The Probation Department charges the City \$50 each month for each case referred while they are supervising that defendant with per defendant/case maximums of \$150 for pre-trial supervision, and/or \$1,200.00 for post-conviction monitoring by the Probation Department.
(The City recoups the costs from the defendant when they pay their monthly court fines/probation costs.)

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 286 between the City of Anacortes and Skagit County for 2020-2022 Probation Services.

Alternative Actions: N/A

Attachments: IL286

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this interlocal agreement is to formalize the relationship of the City and the County regarding the provision of probation services to the City. Skagit County has a Probation Department capable of serving both the Skagit County District Court and, with some use restrictions, the cities within Skagit County. The Skagit County District Court Probation Department has provided probation services to the City in past years based on its' participation in the consolidated district/municipal court judicial services plan. It is in the best interest of Skagit County and the City to formalize this relationship in an agreement detailing the extent and costs of probation services.

2. **RESPONSIBILITIES:** The County shall provide the following probation services for the City in consideration of time and effort as follows:

Active/full probation services, pre-trial monitoring, monitoring of treatment and community-based support group attendance, deferred prosecution requirements, pre/post-sentence investigations, assistance with connecting clients with support and community based programming and collection of restitution and/or monitoring of prohibitions. It is the responsibility of City to communicate with County the names and other contact information of defendants subject to probations services under this Interlocal Agreement.

The County shall provide such services upon referral from the City and according to the direction of the City's Municipal Court.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2020 through December 31, 2022.

If the agreement is not renewed, the County will provide the City with the following transition services as detailed below. For the below listed transition services in the event this Agreement is not extended beyond December 31, 2022, the City will be required and agrees to compensate County as provided in Paragraph 4 of this Agreement:

(a) For previously initiated probation services that can be completed by April 1, 2020, the County will complete the service.

(b) For previously initiated probation services that cannot be completed by April 1, 2020, the County will provide the City a complete copy of the probation file and a summary of actions taken to-date, upcoming hearings, and other information that would assist the new service provider in quickly completing the transition cycle.

4. MANNER OF FINANCING: The City shall compensate the County fifty dollars (\$50.00) for each month said defendant is on active supervision (meaning the supervision has not been terminated by order of the court) to a maximum of \$1200 per defendant/case. In cases involving pre-sentence supervision, supervision of mandatory community service or determination of restitution, the maximum per defendant/case shall be \$150. The County will bill the City quarterly. Payment by the City will be made within thirty days from date of billing notice. The County Probation Department will employ a probation fee reduction, or full waiver of fees, process for those clients that cannot meet their probation fee obligation. In order for a defendant to be eligible for a fee reduction or fee waiver, the defendant must complete any documentation required by County and satisfy eligibility requirements as established by the County. The City shall remain responsible for any fees which are reduced or waived by court order for defendants that do not complete or satisfy eligibility requirements. In no circumstance can community service be substituted for payment toward probation fees.

5. 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.

5.1 The County's representative shall be District Court Probation Director, James M. Malcolm Jr.

5.2 The City's representative shall be Court Administrator, Rebecca Welch.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: 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. Each party hereto agrees to be responsible and assumes liability for its own negligent

acts or omissions, or those of its officers, agents, elected officials, volunteers or employees to the fullest extent required by the law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and Skagit County, damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FOR CITY OF ANACORTES:

LAURIE GERE, MAYOR

(Date _____)

Mailing Address:

City of Anacortes

904 6th Street

P O Box 547

Anacortes WA 98221

DATED this ____ day of _____, 2019.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, 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



City Council Contract Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 5d

Subject: Interlocal Agreement 287 with Skagit County for Library Materials

Staff Contact: Ruth Barefoot

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Interlocal Agreement
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Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to receive funding which will assist in providing library materials to the residents of unincorporated Skagit County.

Background: For more than 20 years Skagit County has made funding available to help cover a portion of the cost of providing services to non-resident users of the Anacortes Public Library. This interlocal agreement allows for this practice to continue.

Key Terms:

- The term of this Agreement shall be from execution through December 31, 2019.
- The County will provide the City a total sum of \$14,457.
- Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: The funding that Skagit County provides, along with the non-resident library fee does not equate to what a resident of Anacortes pays in property taxes to support library services.

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 287 between City of Anacortes and Skagit County for Library Materials.

Alternative Actions: Not approving the interlocal agreement would result in a reduction of \$14,457 in revenue that would need to be covered by the General Fund.

Attachments: IL287

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY MATERIALS**

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Anacortes, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2019, has made funding available for a portion of the costs to provide for the purchase of materials for use by resident and non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2019 the County will provide the City a total sum of \$14,457 to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. 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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Budget and Finance Director.

5.2 The City's representative shall be the Library Director.

6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

10. The term of this agreement is the date of execution through December 31, 2019.

CITY OF ANACORTES

Laurie Gere, Mayor

ATTEST:

Clerk, City of Anacortes

APPROVED AS TO FORM:

Attorney, City of Anacortes

DATED this _____ day of _____, 2019.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Kenneth A. Dahlstedt, 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



City Council Contract Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 5e

Subject: Interlocal Agreement 280 to Expand the Skagit County Multiple Agency Response Team (SMART)

Staff Contact: Police Chief John Small

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol to expand the Skagit County Multiple Agency Response Team (SMART) in order to use agency investigative resources from various jurisdictions in a planned and concerted fashion that shares supervision, investigative staff, equipment, technology, skills and experience offering the best opportunity for apprehension and successful prosecution.

Background: The Skagit Multiple Agency Response Team was created in 2013 under Interlocal [C20130566](#) to combine the resources of local law enforcement agencies to assist in investigating officer involved shooting incidents, large scale criminal acts, fatal or serious injury to someone in police custody or an inmate at the county jail, and significant criminal events that would exhaust an individual agency's resources. (Examples include the Cascade Mall shooting and the shooting of Mount Vernon Police Officer McClaughry.) The team originally consisted of investigators from the Anacortes Police Department, the Burlington Police Department, the Mount Vernon Police Department, the Sedro-Woolley Police Department, and the Skagit County Sheriff's Office. The team maintains its own command structure and team members generally have to meet minimum training and skill levels. This interlocal expands the team to include Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as member agencies.

Key Terms:

- The term of this Agreement shall be from execution until terminated by a 30 day notice.

Previous Council/Committee Action: Council previously approved a previous version of this interlocal at the [3/18/19](#) Council meeting. After that version was approved, signed by the Mayor, and sent to Skagit County we were then informed the Skagit County Sheriff's Office had changes for the document.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 280 between the City of Anacortes and the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol.

Alternative Actions: N/A

Attachments: IL280

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN

**THE CITY OF ANACORTES, THE CITY OF BURLINGTON,
THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF
OAK HARBOR, ISLAND COUNTY, SKAGIT COUNTY, AND THE WASHINGTON
STATE PATROL**

THIS AGREEMENT (“Agreement”) is entered between the City of Anacortes, The City of Burlington, the City of Mount Vernon, the City of Sedro Woolley, the City of Oak Harbor, Island County, Skagit County, and the Washington State Patrol in order to use agency investigative resources from various jurisdictions in a planned and concerted fashion that shares supervision, investigative staff, equipment, technology, skills and experience offering the best opportunity for apprehension and successful prosecution; and

WHEREAS the members of the existing Skagit County Multiple Agency Response Team (hereinafter “SMART” or “Team”) propose to include the Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as member agencies of the Team; and

WHEREAS each of the parties have authority granted through state or federal law to contract and be contracted with including but not limited to the Interlocal Cooperation Act (Chapter 39.34 RCW) granting additional and supplemental authority authorizing public agencies to enter into agreements for their mutual benefit; and

WHEREAS law enforcement agencies have the responsibility for protecting lives and property and keeping the peace; and

WHEREAS effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limitations; and

WHEREAS law enforcement agencies face significant challenges in meeting the public’s needs when a major criminal incident such as when a homicide, child abduction, serial arson or sexual predator victimizes the community or when a criminal act or a potential criminal act is alleged against an officer; and

WHEREAS the issues of public trust and organizational credibility require an investigative process that is objective and fair; and

WHEREAS an agency can become overwhelmed by the volume of investigative demands including securing, preserving and processing crime scenes; locating and interviewing witnesses; searching for suspects; documenting, recording and impounding evidence; responding to media and public information requests, etc.; and

WHEREAS experience has shown that delays in the use of law enforcement personnel and facilities have an adverse impact on identifying perpetrators, discovering reliable evidence, and conviction rates; and

WHEREAS the protocol for the use of resources from multiple agencies:

- a) Fosters public trust by conducting professional and consistent investigations of criminal incidents involving police employees;
- b) Provides a multi-jurisdictional response to criminal or fatal incidents involving police employees;
- c) Provides greater efficiency and effectiveness during large scale criminal acts by employing a multi-disciplinary response; and
- d) Offers flexibility to employ investigative methods and tools that are practical and appropriate for given circumstances; and

WHEREAS the team approach used since 2013 for investigating complex criminal acts has proven to offer increased staffing during critical time periods, allow for sharing of equipment and investigative tools that small agencies may not have, provide an unbiased and competent investigation when police personnel are implicated, and take advantage of individuals possessing specialized training; and

WHEREAS the addition of the Oak Harbor Police Department, the Island County Sheriff, and the Washington State Patrol as partner agencies will further the goals set out above.

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. This agreement is intended to adopt protocols for the functioning of a Skagit County Multiple Agency Response Team (hereinafter “SMART” or “Team”) that will conduct or assist in investigations of incidents that will benefit from the use of resources from multiple law enforcement agencies. The SMART will be activated upon the request of a Venue Agency to handle qualifying incidents including, but not limited to:

- a) Intentional and accidental officer-involved shootings, including police tactical incidents involving specialized response teams.
- b) Intentional or accidental use of any other dangerous or deadly weapon.
- c) Felony or serious assaults upon law enforcement officers or assaults on other law enforcement employees who are on duty or are acting in the performance of their duties.
- d) Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose, including incidents where a law enforcement officer has applied a use of force on an individual and that individual stops breathing either during the application of force or immediately thereafter.
- e) Any fatal or serious injury in police custody.
- f) Any fatal or serious injury of an inmate at the Skagit County or Island County Jail that occurs as a result of the use of force by a jail employee.
- g) Vehicular collisions involving police gunfire directed at the suspect or the suspect vehicle.
- h) Vehicular collisions which result in a serious injury or fatality arising from the use of vehicle(s) by police as a “legal intervention” technique intended to apprehend a suspect.

“Legal Intervention” includes vehicle ramming, roadblocks, and forcing a vehicle to alter its course by cutting in front of it or by contact.

- i) Vehicular collisions which involve serious injuries or a fatality that occur during a police pursuit. The serious injury or fatality may be to the suspect, an officer or other third party.
- j) Significant criminal events that exhaust an individual agency’s resources:
 - (1) Crimes of violence such as homicide, aggravated assault, rape, arson, kidnapping, robbery or as determined by the Executive Board;
 - (2) Serial crimes involving arson, rape, robbery, burglary, etc.;
 - (3) “Crime spree” crimes with similar characteristics occurring in multiple jurisdictions; and
 - (4) Activation of an Amber Alert and/or the Child Abduction Response Team when significant investigative resources are required.

Nothing in this agreement is intended to preclude any party from entering into agreements with any law enforcement or specialized service agency for limited or high profile investigations, including:

- a) Officer involved incidents that involved limited scope investigations, including allegations of DUI, misdemeanor assault-DVPA, theft, etc.
- b) Allegations of criminal misconduct against high ranking police staff; and
- c) Any significant crime or incident where the Sheriff or the affected jurisdiction’s Police Chief, believe seeking aid from another county or agency is appropriate.

The parties agree that use of the SMART for non-officer involved cases is meant for significant criminal events where an agency’s resources are or are likely to be exhausted. Utilization of the SMART is not intended as a substitute for costs a Venue Agency could incur by using their own off-duty staff or resources. It is also not intended to defer continuing staff training and development for serious crimes.

2. TREATMENT OF ASSETS AND PROPERTY. No fixed assets or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Each party shall be responsible for the costs associated with its personnel, including wages, and consumable property, and basic safety equipment to adhere to current WISHA or OSHA blood borne pathogens rules. Participating agencies will work together to ensure the SMART has the non-consumable equipment necessary to support the Team’s mission and goals. Any non-routine costs shall be the responsibility of the Venue Agency upon the approval by Venue Agency head.

3. SMART STRUCTURE AND DUTIES. Upon request of the Venue Agency, the SMART will assume control of an investigation into an officer-involved incident where a serious injury or fatality has occurred. When an investigation does not involve an officer or employee but the scope of the incident is beyond a Venue Agency’s capability, the Venue Agency may request the SMART to supplement its investigatory efforts.

SMART operations shall be governed by the terms of this agreement and any mutual aid agreements between the participating agencies. The SMART command structure for Officer Involved investigations is depicted in Attachment 1 (SMART Structure). The command structure

for supplementing a Venue Agency's investigation is illustrated in Attachment 3 (SMART Structure for Supplemented Investigations), is intended to be flexible depending on agency needs.

Every member assigned to the SMART is subject to his/her own agency's policies and procedures and to any non-conflicting policies and procedures adopted by the Executive Board.

3-1. Executive Board. An Executive Board comprised of representatives of the respective parties is established to administer this Agreement and to coordinate and monitor performance of the SMART. The Executive Board's responsibilities include, but are not limited to: (1) identification of crimes and incidents that qualify for the SMART to conduct or assist in investigations; (2) resolution of disputes arising under this Agreement; (3) coordination of personnel issues, investigative policies, practices, and training standards; (4) maintenance of relations between participating law enforcement departments; and (5) adoption of SMART policies and procedures.

Members of the Executive Board shall include:

- a) Skagit County Sheriff;
- b) Island County Sheriff;
- c) Chief of Police, Anacortes Police Department;
- d) Chief of Police, Burlington Police Department;
- e) Chief of Police, Mount Vernon Police Department;
- f) Chief of Police, Sedro-Woolley Police Department;
- g) Chief of Police, Oak Harbor Police Department; and
- h) Commander District 7, Washington State Patrol.

In the event an officer involved investigation is or becomes an investigation of the Venue Agency's Chief of Police or County Sheriff it shall be deemed ineligible under this Agreement to utilize the SMART. Nothing in this Agreement shall prevent a Venue Agency from entering into agreements with any law enforcement or specialized service agency to assist or conduct such investigations.

3-2. Prosecuting Attorney. The Skagit County Prosecuting Attorney shall be the legal advisor for the SMART investigations occurring in Skagit County. The Island County Prosecuting Attorney shall be the legal advisor for the SMART investigations occurring in Island County.

3-3. SMART Command.

- a) **SMART Commander:** The Executive Board shall appoint a SMART Commander, a law enforcement officer of command rank from one of the participating law enforcement agencies, for a term of two years. Selection criteria shall include a consideration of training, experience, skills and abilities. The Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel)
- b) **Assistant SMART Commander:** The Executive Board shall also appoint an Assistant Commander, a law enforcement officer of command rank from one of the participating law enforcement agencies. To provide for an overlap of experience at the command level, the term of appointment for the initial Assistant Commander will be for one year, with two year terms used thereafter. Selection criteria shall include a consideration of

training, experience, skills and abilities. The Assistant Commander's responsibilities are provided in Attachment 2 (Command Structure and Personnel).

3-4. Public Records Act and Open Public Meetings Act. The parties recognize that it will be necessary for personnel assigned to SMART to maintain SMART investigation records in a secure environment appropriate to the circumstances. The parties further recognize and acknowledge that SMART is not a legal entity subject to legal process. As a result each party is independently responsible for responding to requests for records under the Public Records Act, Chapter 42.56 RCW.

Requests for public records addressed to individual agencies or generically to SMART will be promptly forwarded to the SMART records manager for processing who will coordinate, with the receiving agency, the mailing of an appropriate response to the requestor within five business days as required by RCW 45.56.520(1) and the review and production of requested records held by the records manager. Where appropriate, a copy of a generic request for public records will be sent to each agency to determine whether it holds SMART records or other records that may be responsive to the request. When similar requests for SMART records are received by two or more agencies, an effort should be made to obtain clarification from the requestor to avoid duplication of effort.

As a public body, the Executive Board is subject to the Open Public Meetings Act.

4. INVESTIGATION TEAM STRUCTURE AND DUTIES.

4-1. Commander. The SMART Commander is responsible for all aspects of an investigative response when SMART is activated for an officer/employee involved incident to include situational assessment, developing investigative priorities and objectives, and operations management. If SMART is requested to assist with an investigation that exceeds a Venue Agency's capabilities but doesn't involve an officer/employee the Venue Agency's Investigation's Commander may remain in charge and the Commander will provide support as requested or able. Nothing precludes the Commander from assuming these responsibilities if the Venue agency requests. Responsibilities are provided in Attachment 4 (Investigation Team Personnel and Responsibilities).

4-2. Assistant Commander. When required by the scope of an investigation, the Assistant Commander shall assist the Commander and shall assume the duties of the Commander in his/her absence. In a SMART controlled investigation, the Assistant Commander shall serve as the Assistant Commander. When the Venue Agency provides the Investigation Commander, the Assistant Commander may serve as the Assistant Investigation Commander. The Assistant Investigation Commander's responsibilities, including assisting with public information, safety and security liaison duties with the Venue Agency, are provided in Attachment 4.

4-3. Supervisor. The Commander shall appoint a Supervisor to lead each investigation conducted under this Agreement. The Supervisor will determine the number and skills of investigators and technicians needed for each aspect of an investigation and coordinate their work. In the event there are multiple scenes or responsibilities that stretch the Supervisor's span of control, he/she may designate Lead Investigators to cover specific areas of responsibility. The Supervisor's responsibilities are provided in Attachment 4.

4-4. Investigation Teams. The Commander shall establish Investigation Teams as needed for (1) crime scene processing; (2) suspect apprehension; (3) evidence collection, packaging, and storage; and (4) specialized services. See Attachment 3. Personnel assigned to these teams will be available to conduct the various aspects of an investigation. Depending upon need, the structure for the investigation teams may be amended upon approval by the Executive Board.

A leader for each team tasked to a particular investigation component shall be selected by the SMART Supervisor based upon a consideration of team needs and a consideration of the individual's training, experience, skills and abilities. Core areas of knowledge for all investigators are provided in Attachment 5 (Minimum Qualifications for Team Investigators).

4-5. Case Manager. Every investigation will have a person or persons who are assigned to track the case details from the start of the investigation through prosecution. The Case Manager will be familiar with all aspects of the case in order to be responsive to requests from others such as the prosecutor. The Case Manager reports to the SMART Supervisor unless directed otherwise and is responsible to have a working knowledge of all aspects of the case.

4-6. Administrative Services. Personnel qualified by training and experience shall handle the following duties under the supervision of the Commander or Assistant Commander, as assigned:

- a) Public information;
- b) Public disclosure and records management for all records held by the SMART; and
- c) Crime scene safety and security.

5. VENUE AGENCY. The Venue Agency is the law enforcement department with jurisdiction over the crime or incident requiring investigation. When an incident occurs in part in two or more jurisdictions, each of those jurisdictions is the Venue Agency. When the incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of the acts leading up to the incident within its jurisdiction shall be the Venue Agency.

5-1. Venue Agency obligations. When SMART assistance is desired, the Venue Agency shall:

- a) Determine its resource limitations and what additional levels are needed for an investigation;
- b) Request SMART assistance – either that the SMART assume control of an investigation or supplement Venue Agency resources – through a senior officer (Sheriff, Police Chief, or a command level officer above the rank of Sergeant), who shall direct the request for Team assistance to the SMART Commander with enough details for him/her to determine whether a callout is necessary and the level of resources and assistance needed;
- c) Designate an Incident Commander to coordinate the Venue Agency's response with the SMART;
- d) Provide crime scene protection, security and staff support as required;
- e) Provide facilities, equipment, resources and assistance as needed for the SMART;

- f) Agree to be responsible for all reasonable investigative expenditures, including the costs of storing and handling extraordinary items such as vehicles, HAZMAT, etc.;
- g) Allow SMART personnel access to all available documents, reports and information regarding the incident and investigation; and
- h) Refer all media requests for information to the SMART Public Information Officer assigned to the investigation and coordinate any release of public information with the Team's public information staff.
- i) Except as may be required by law and only after notice to the SMART Commander, the Venue Agency will not release any information that may compromise a SMART investigation.

If the Venue Agency determines that it has adequate oversight and control of an investigation that does not involve potential allegations of officer/employee misconduct and only needs additional staff or equipment, the Venue Agency may retain command of the investigation by assigning a qualified supervisor for the investigation. In such cases, the Venue Agency shall retain responsibility for decisions involving the investigative process and the release of any information and the SMART Commander may assist the Venue Agency in selecting and mobilizing needed resources or with organizational tasks. (If the Venue Agency's request is for an Officer Involved incident, the SMART Commander, will have complete autonomy to manage the investigation or the SMART will not be utilized.)

5.2. SMART Obligation to Keep Venue Agency Informed. The following shall apply to investigations in which SMART has assumed control. The SMART Commander shall ensure that the Venue Agency's Police Chief, Sheriff or their designees are kept informed of the progress of the investigation. The Commander may meet with the involved agency's Police Chief/Sheriff or their designee the following business day after the initial investigation.

If requested by the Venue Agency's Chief, Sheriff or their designee, the SMART Commander will arrange for an administrative walk-thru of the scene with the Venue Agency's Chief, Sheriff or command staff. The SMART Supervisor and Case Manager will participate in this walk-thru to answer any questions. This walk-thru will only occur after the scene has been processed and evidence collected and just prior to the scene being turned back over to a responsible party. The Venue Agency's command staff will not take part in any crime scene processing. Involved officers and witnesses will not participate in a walk-thru.

After the SMART investigation has been completed and the prosecutor reviewing the case has made a charging decision, the SMART Commander will schedule a case overview meeting for the Venue Agency. This meeting is intended to brief the Venue Agency's command staff and legal department on what occurred during the incident, what investigative steps were undertaken, and to answer any questions that the Venue Agency may have with regards to the investigation. The SMART Supervisor and Case Manager will be responsible for presenting the case overview.

6. REPORTS, RECORDS and PERSONNEL.

- a) Processing and maintenance of investigation reports.
 - (1) Upon request from the SMART Commander, Supervisor, or designee, the Skagit 911 Dispatch Center will assign a Law Incident Case Number generated through Skagit County's public safety database currently managed through

SPILLMAN® software (“SPILLMAN”) to a SMART investigation. All original reports, statements, and other documentation shall be identified by this case number. Records staff from the participating agencies will have access to SPILLMAN to transcribe their investigator’s reports using the SMART case number.

- (2) The SMART Commander may partition the case in SPILLMAN and limit access when the narrative is sensitive and confidentiality is needed for case integrity.
- (3) The Venue Agency may use or designate a separate SPILLMAN Law Incident Case Number for its originating incident but that number will remain separate from the SMART Investigation case.
- (4) Report processing.
 - (i) Investigators will deliver their completed reports to the SMART Supervisor for review and approval.
 - (ii) The Team Supervisor will deliver approved case reports to the Case Manager as soon as practical.
- (5) Maintenance of original records.
 - (i) For an Officer Involved investigation that does not involve a Skagit County Sheriff’s deputy, records will be maintained by the Skagit County Sheriff’s Office.
 - (ii) For an Officer Involved investigation that involves a Skagit County Sheriff’s deputy, records will be maintained by the SMART Commander’s agency. If the Commander is from the Skagit County Sheriff’s Office, he/she would step out of that role and the Assistant Commander would step in to command the investigation (as long as they were from another agency). If it is determined that an alternate Commander or Assistant Commander is required to maintain investigation integrity, the Executive Board may appoint a qualified officer to fill the position for the duration of the investigation,
 - (iii) For any SMART investigation required because need exceeds the Venue Agency’s resources, the Venue Agency shall maintain reports.

b) Personnel.

- (1) Law enforcement agencies providing personnel to the SMART will track successfully completed training and make it available to the SMART Commander as requested.
- (2) Incidents covered by this agreement can expose individuals to traumatic experiences. Upon an investigation team member’s request or as recommended by a Team supervisor, commander, or executive board, Critical Incident Stress Management (CISM) services should be made available to any and all members of the SMART by the member’s law enforcement agency.
- (3) Personnel may be removed from the SMART without cause by the SMART Commander or by his/her agency.
- (4) In the event of a conflict between terms within this Agreement and a Party’s collective bargaining agreement, terms within the collective bargaining agreement shall control.
- (5) Nothing in this Agreement shall prevent an individual from speaking or otherwise presenting about incidents covered by this Agreement where such

incidents do not involve ongoing investigations, open criminal cases or civil litigation matters involving the member agency. Personnel may only speak or present on behalf of the SMART with permission from the Executive Board. Personnel may speak or present on their own time and in their personal capacity without such permission but are nevertheless encouraged to seek and obtain permission whenever possible.

c) Investigation review.

- (1) Upon the conclusion of a SMART investigation, the SMART Commander will schedule a timely debriefing for SMART Investigators. The debriefing shall review each investigator's involvement in the case, assign out any additional tasks that may need completing, and ensure equipment is returned in working order for future callouts. The SMART Supervisor shall facilitate the debriefing.
- (2) A formal SMART Use Review will be scheduled no later than 30 days from demobilization. The purpose of this review will be to improve readiness and identify training needs by reviewing roles, responsibilities, communication lines, investigative systems, and equipment applied during the Team's activation.
- (3) The SMART Commander or his/her designee shall prepare and report findings from the Use Review to the Executive Board. The SMART Commander will communicate any findings that involve the Venue Agency to the Venue Agency.
- (4) Each party's law enforcement agency shall communicate the findings of the Use Review to appropriate staff and shall train or retrain as appropriate.

7. INDEMNIFICATION.

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, and further agrees to save, indemnify, defend, and hold the other party(ies) harmless from any such liability for the wrongful and/or negligent acts or omissions of the indemnifying party or of the indemnifying party's officials, officers, agents, or employees.

For the purpose of indemnification, persons assigned to SMART shall be deemed to be, at all times, continuing under the control and employment of his or her assigning jurisdiction and its law enforcement department. It is mutually agreed by the participating agencies that any control exerted by SMART supervisors shall not supersede this clause.

It is intended that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

Each party shall give written notice to the Executive Board, and the legal departments of the parties, of any act or occurrence that the party reasonably believes may lead to a claim or demand that may be subject to the indemnity provisions of this agreement. Such notice shall be given within 5 days after the incidence of such act or occurrence has come to the notifying party's knowledge.

8. DISPUTE RESOLUTION AND VENUE.

- a) **Mediation.** Any controversy, claim or dispute, including claims and counterclaims by the parties concerning the making, formulation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement shall be subject to mandatory mediation. A competent mediator shall be chosen by agreement of the parties. If the parties are unable to agree on a mediator, a party may request that the Presiding Judge for Skagit County Superior Court for the State of Washington appoint a mediator.
- b) **Arbitration.** If not resolved within fifteen days after selection or appointment of a mediator (or such longer period as may be mutually agreed upon by the parties), any controversy, claim or dispute, including claims and counterclaims by the parties, concerning the making, formation, validity, obligations and duties under and/or breach of a party's obligations under this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, shall be adjudicated by binding arbitration. The arbitration shall take place in the administrative offices of Skagit County, or such other place as the parties may agree. One neutral arbitrator shall be selected by mutual agreement. When applicable expedited arbitration procedures shall be used. The arbitrator shall have the power and authority to grant legal and equitable remedies in accordance with the provisions of this Agreement. The arbitrator shall have the authority to authorize or require discovery of the kinds provided for by the Washington Rules of Civil Procedure. The decision of the arbitrator shall be final and binding. The costs of arbitration shall be borne equally by the parties unless the arbitrator rules otherwise.
- c) **Compelling and Enforcing Arbitration.** Mediation and arbitration under this paragraph 8 may be compelled and a decision of the arbitrator pursuant to sub-paragraphs B or D may be enforced through appropriate judicial proceedings initiated in the Skagit County Superior Court.

9. EMPLOYER DESIGNATION-STATUS OF PARTIES

- a) The parties agree that while performing any portion of the work described in this Agreement each police officer shall remain, for all purposes and issues of liability, the employee of the officer's originating employer. Each officer's originating employer shall remain obligated for that employee's benefits, of any nature, and all federal and state employment tax obligations as if that employee were performing the listed functions for its originating employer. The intent of this paragraph is to avoid the creation of a "borrowed employee" situation as the party's officers perform the functions laid out in this Agreement.
- b) Nothing contained herein shall be construed to imply a partnership, joint venture, or principal and agent relationship between the parties. No party to this Agreement shall have any right, power or authority to create any obligation, express or implied, on behalf of the other unless expressly provided for in writing.

10. TERM OF AGREEMENT. The term of this Agreement shall be from date signed by the participating municipalities and shall continue until terminated pursuant to Section 11 of this Agreement.

11. TERMINATION. Any party hereto may terminate its participation in this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to each remaining party to the Agreement. In cases where the withdrawing agency is receiving SMART assistance, the termination shall not be effective until the conclusion of the SMART investigation. A party's decision to terminate its participation in the SMART does not affect the participation of remaining parties under this Agreement. A terminating party 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.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

14. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The Agreement between the parties (with exception of the City of Oak Harbor and Island County who are additional parties added to this Agreement) executed on or about December 23, 2013 by Skagit County Commissioners is terminated and replaced in its entirety by this Agreement.

DATED this _____ day of _____, 2019.

CITY OF ANACORTES:

LAURIE GERE, Mayor

Mailing Address:

City of Anacortes
City Hall
P.O. Box 547
Anacortes, WA 98221

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2019.

CITY OF BURLINGTON:

STEVE SEXTON, Mayor

Mailing Address:

City of Burlington
City Hall
833 S. Spruce St.
Burlington, WA 98233

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2019.

CITY OF MOUNT VERNON:

JILL BOUDREAU, Mayor

Mailing Address:

City of Mount Vernon
City Hall, 2nd Floor
910 Cleveland Avenue
P.O. Box 809
Mount Vernon, WA 98273

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2019.

CITY OF SEDRO-WOOLLEY:

JULIA JOHNSON, Mayor

Mailing Address:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley WA 98284

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

DATED this _____ day of _____, 2019.

CITY OF OAK HARBOR:

ROBERT SEVERNS, Mayor

Mailing Address:

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor WA 98277

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

STATE GOVERNMENT AGENCY:
Washington State Patrol

Dated this _____ day of _____, 2019.

JOHN R. BATISTE
Chief, Washington State Patrol

Mailing Address:

210 11th Ave. SE
P.O. Box 42600
Olympia, WA 98504-2600

DATED this ____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

HELEN PRICE JOHNSON, Commissioner

JILL JOHNSON, Chair

Attest:

JANET ST. CLAIR, Commissioner

Clerk of the Board

Recommended:

Rick Felici, Island County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this ____ day of _____, 2019.

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

Recommended:

Don McDermott, Skagit County Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

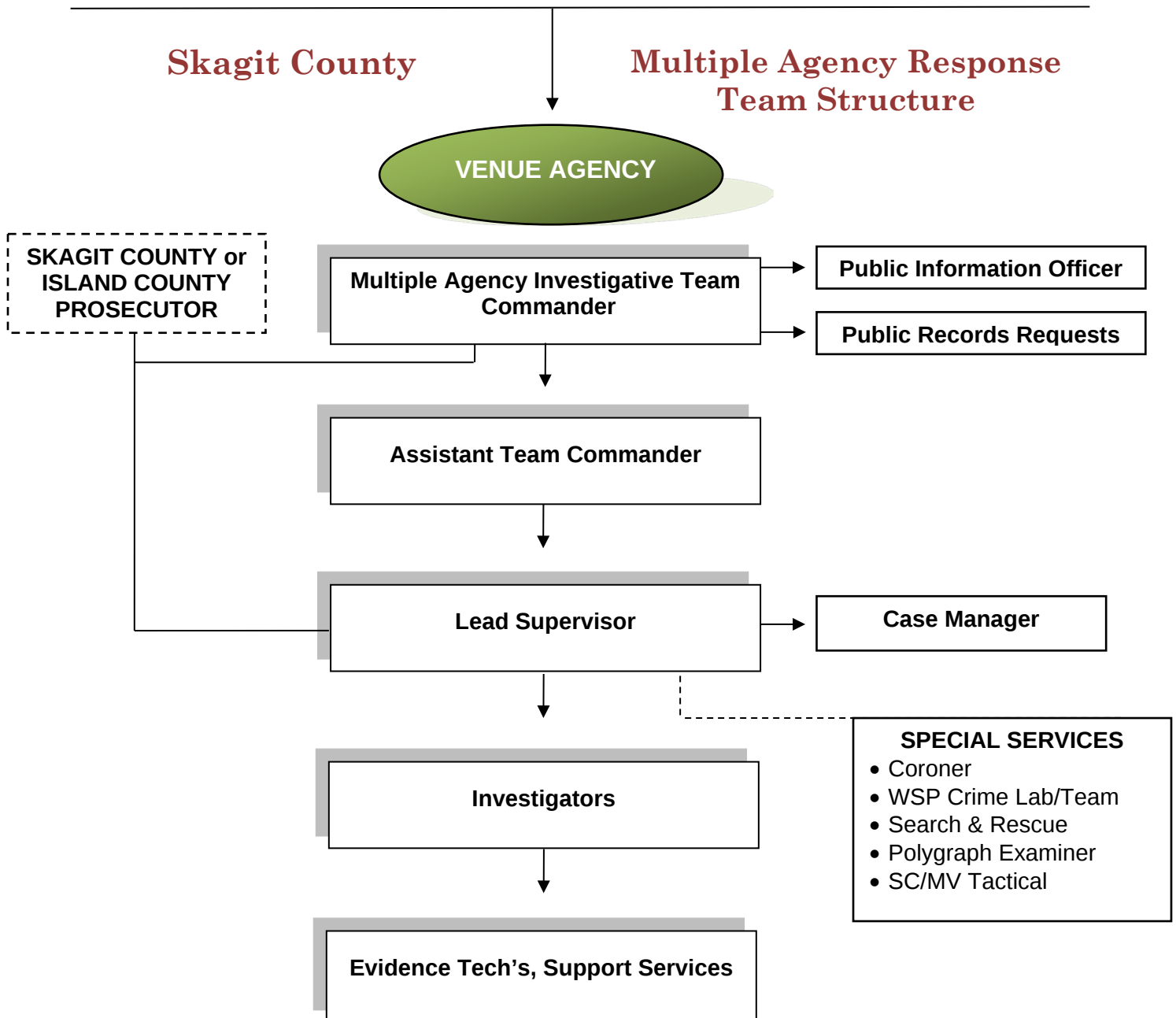
Risk Manager

Approved as to budget:

Budget & Finance Director

ATTACHMENT 1: SMART Structure

**Skagit County Sheriff, Island County Sheriff,
Chiefs of Police
Commander, Washington State Patrol for Skagit-Island-
Whatcom County**



ATTACHMENT 2: Command Personnel and Responsibilities

SMART COMMANDER

Maintains a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for all aspects of managing and coordinating SMART Team readiness to include equipment readiness, personnel training, situational assessments, developing investigative priorities/objectives and managing all operations as needed for an investigation.

Administrative Responsibilities:

- Develop a roster of investigators, specialists and equipment available for callout.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.
- Manage financial transactions/records of the Team.
- Assume Investigative Command responsibilities when requested.
- Report SMART activities to the Executive Board annually.

Investigative Command Responsibilities:

- Command and control for all aspects of the investigative response including situational assessment, developing investigative priorities/objectives and managing the operation.
- Ensure safety and welfare of all personnel assigned to the investigation including any citizens directly or indirectly impacted.
- Consult with County Prosecutor regarding legal issues.
- Designate the SMART Supervisor & approve tactics to accomplish the objectives.
- Report status/progress to the Venue Agency Chief, Sheriff or designee.

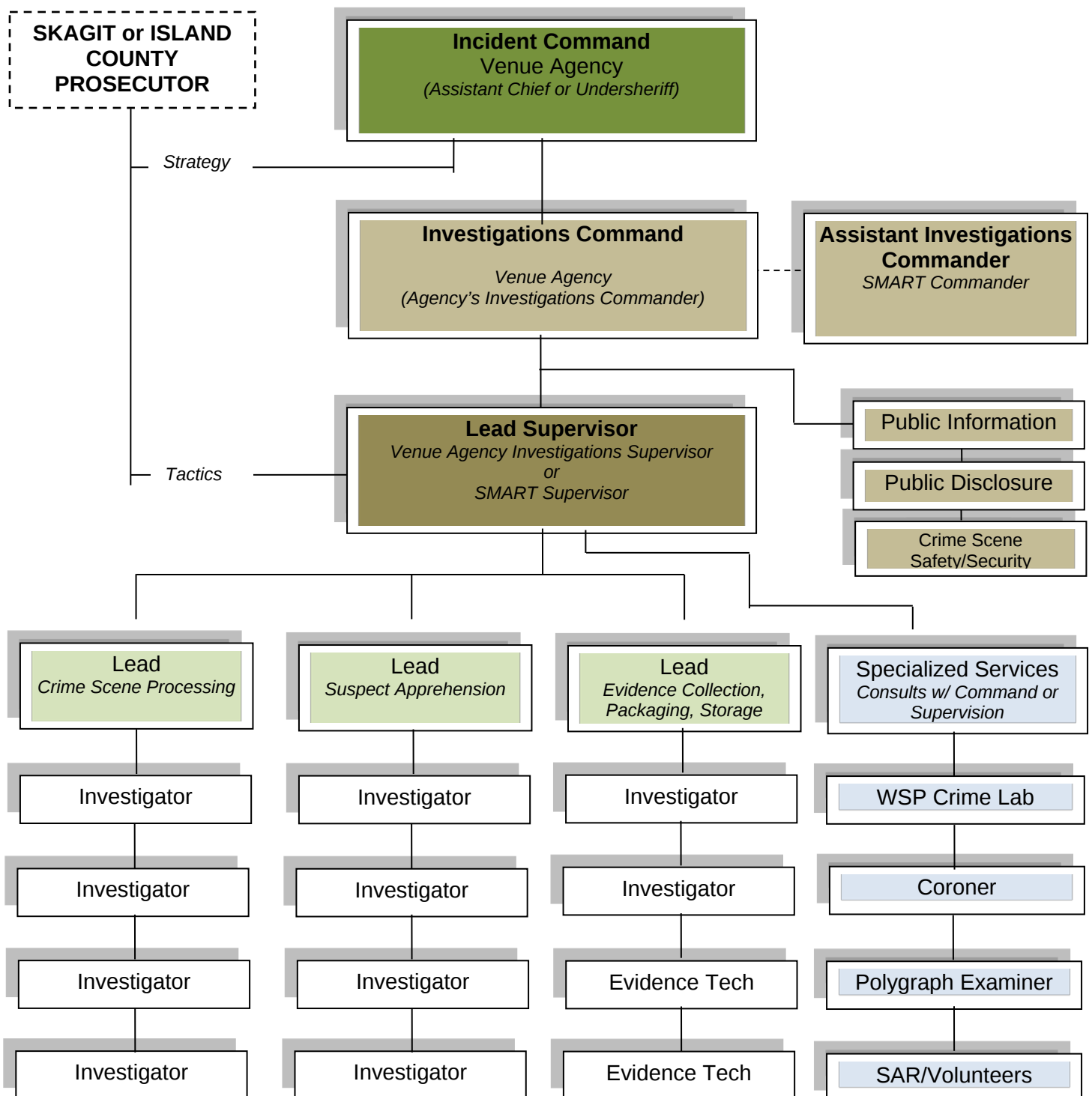
ASSISTANT SMART COMMANDER

Possesses a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for assuming all aspects of the SMART Team Commander's duties in his/her absence.

Key Responsibilities:

- Provide assistance to the SMART Commander as needed for administrative tasks.
- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

ATTACHMENT 3: SMART Structure (Optional) for SMART Assisting an Agency Investigation



ATTACHMENT 4: Investigation Team Personnel and Responsibilities

GENERAL: Participating in the SMART is voluntary and requires approval from the member's agency and the SMART Commander.

SMART command staff, including supervisors and team leaders, and investigators, shall be a general authority Washington peace officer who either works full-time for a city or county law enforcement agency or has such status under the Tribal Police Officers Act, chapter 10.92 RCW. Individuals with part-time or prior experience working in non-investigative areas will be referred or approved between the agency head and the SMART Commander.

Participants shall acknowledge the additional workload demands and potential hazards involved with this type of assignment including, but not limited to, extended hours of work, availability for callout with little or no notice, and exposure to potential hazards at crime scenes.

The SMART Commander will review a proposed member's training, experience, and performance and may consult with team supervisors before final acceptance occurs. Work assignments will be based on the individual's investigative training and experience.

SMART COMMANDER

Maintains a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for all aspects of managing and coordinating SMART Team readiness to include equipment readiness, personnel training, situational assessments, developing investigative priorities/objectives and managing all operations as needed for an investigation.

Administrative Responsibilities:

- Develop a roster of investigators, specialists and equipment available for callout.
- Update training records for those assigned to SMART responsibilities annually.
- Arrange, coordinate and record all Team training and attendance.
- Manage financial transactions/records of the Team.
- Assume Investigative Command responsibilities when requested.
- Report SMART activities to the Executive Board annually.

Investigative Command Responsibilities:

- Provide command and control for all aspects of the investigative response including situational assessment, developing investigative priorities/objectives and managing the operation.
- Ensure safety and welfare of all personnel assigned to the investigation including any citizens directly or indirectly impacted.
- Consult with County Prosecutor regarding legal issues.
- Designate the SMART Supervisor and approve tactics to accomplish the objectives.
- Report status/progress to the Venue Agency Chief, Sheriff or designee.

ASSISTANT SMART COMMANDER

Possesses a command level rank and is appointed by the Executive Board for a two year term. The Executive Board may extend the service based on mutual agreement. He/she is responsible for assuming all aspects of the SMART Team Commander's duties in his/her absence.

Key Responsibilities:

- Provide assistance to the SMART Commander as needed for administrative tasks.
- Report to the SMART Commander.
- Assist with investigative strategy development.
- Provide public information regarding the status/progress of the investigation or establish a formal Public Information Officer function.
- Conduct safety audits of the scene, personnel & methods.
- Coordinate with Venue Agency security supervisor.
- Liaison to community/business surrounding crime scene area addressing concerns, access restrictions, timelines, etc.

SMART SUPERVISOR

The SMART Supervisor is designated by the Team Commander. The SMART Supervisor will take direct charge of the crime scene investigation. In the event teams of investigators are created to handle certain tasks or areas, one person from each team shall be designated the Lead Investigator and report back to the SMART Supervisor.

If multiple supervisors are required, only one will be designated as the SMART Supervisor, the remainder will be Lead Investigators or general investigators.

Key Responsibilities:

- Reports to the Team Commander.
- Develops investigative tactics to accomplish objectives outlined by the Investigation Commander.
- Supervises all personnel and resources committed to the investigation.
- Develops specific methods for preserving, processing and collecting evidence.
- Develops investigative timelines.
- Organizes processes to collect victim, witness & suspect interviews.
- Participates in meetings or consults with the Prosecutor as needed.
- Coordinates investigative processes with specialized services (WSP Crime Lab, Coroner, Polygraph, etc.)

CASE MANAGER

Every investigation needs a person or persons who are assigned to track the case details from start of the investigation through prosecution stages. This function will be familiar with all aspects of the case in order to be responsive to requests from agencies like the prosecutor's office. Case Manager(s) are selected by the SMART Supervisor as early as possible in the investigation and remain until reassigned.

Key Responsibilities:

- Report to the SMART Supervisor.
- Responsible have a working knowledge of all aspects of the case.
- Respond to requests from the prosecutor's office.
- Coordinate responses with the SMART Commander/Supervisor to the Venue Agency.
- Review all investigator reports.
- Confirm evidence collection is accurately reported.

INVESTIGATORS & LEADS (TEMPORARY)

Investigators are comprised of those currently assigned to the Participating Agency's Criminal Investigations Division. Selection and assignment of specific investigatory tasks will be at the direction of the SMART Supervisor or his/her designee.

Leads, in the event teams of investigators are created to handle certain tasks or areas (hospital scene, outdoor scene, interviews, etc.), one person may be designated the Lead Investigator. Once the task is complete, Leads return to their normal assignments.

Key Responsibilities - Investigators:

- Report to the SMART Supervisor or assigned Lead.
- Responsible for specific investigative tasks as assigned.
- Work collaboratively with other investigators & personnel to accomplish tasks.
- Prepare investigative reports to document work as required.
- Maintain proficiency with various equipment and contemporary investigative practices.
- Report safety issues or concerns.

Key Responsibilities - Leads:

- Report to the Lead Supervisor.
- Responsible for personnel or resources within a defined task or area. (Example: Neighborhood canvass, scene documentation, evidence collection, witness interviews, a specific geographic area, etc.).
- Develop investigative approaches for the specific assignment.
- Supervise all personnel and resources assigned to him/her.

- Develop timelines to accomplish assigned tasks.
- Coordinate investigative processes with specialized services (Prosecutor, Crime Lab, Coroner, etc.) within the specific task or area assigned.

EVIDENCE TECHNICIANS

Evidence Technicians shall help with tabulating, collecting, packaging, transporting and storing evidence. Other duties within the scope of their assignment and training may be assigned.

Key Responsibilities:

- Report to the SMART Supervisor or Lead Investigator.
- Responsible for specific evidentiary collection, packaging or transport tasks.
- Establish packaging logs and appropriate audit trails for collected items.
- Assess appropriate transportation needs.
- Solve special evidence collection/packaging challenges – Haz Mat, oversized items, storage space limitations, etc.
- Work collaboratively with other investigators & personnel to accomplish tasks.
- Prepare investigative reports to document work as required.
- Report safety issues or concerns.

PUBLIC INFORMATION OFFICER (PIO)

The Team Commander will designate a PIO at all investigation scenes. The PIO serves as an information conduit to the organized media. The PIO will ensure that all information is accurate, objective and factual and shall coordinate its release information through the SMART Commander. At incidents where the media is on-scene and a PIO is not immediately available the Team Commander or his/her designee may provide preliminary statements to the media. In the event the media does not respond to the scene of an investigation but still contacts the affected agencies requesting information, the media will be instructed to first contact the designated PIO assigned to the investigation

Key Responsibilities:

- Report to the Team Commander.
- Assist news personnel in covering news stories at the scene of incidents.
- Is reasonably available for on-call responses to the news media.
- Is available for after-hours call-out.
- Prepare and distribute agency news releases.
- Arrange for and assist at news conferences.
- Coordinate and authorize the release of information about victims, witnesses, and suspects.
- Coordinate and authorize the release of information.

ATTACHMENT 5: MINIMUM QUALIFICATIONS FOR TEAM INVESTIGATORS

GENERAL AUTHORITY

- General authority Washington peace officer who works full-time for a city or county law enforcement agency and is commissioned to enforce the criminal laws of the State of Washington.
- Tribal police officers recognized and authorized to act as general authority Washington peace officers under the Tribal Police Officers Act, chapter 10.92 RCW.

BASIC TRAINING

- Criminal Investigations
- Basic Homicide Investigation
- Crime Scene Investigation
- Reid Technique of Interviewing and Interrogation
- Officer Involved Shooting Investigation
- In-Custody Death Investigation
- WSP Evidence, Collection & Packaging/Crime Scene Laboratory Services
- Cell Phone Forensic extraction (Cellebrite)

ADVANCED TRAINING

The following are recommended courses for investigators:

- Advanced Homicide Investigation
- Advanced Reid Interviewing and Interrogation
- Blood Spatter
- Crime Scene Photography
- Cell phone tracking
- GPS Tracking
- DNA collection
- Sudden Infant Death Syndrome
- Excited Delirium and Positional Asphyxia
- Other related training, seminars, and conferences or on-going training as offered by CJTC or other training venues on an as available basis.

IN-SERVICE TRAINING

- Monthly area detectives meetings.
- At least annually, an exercise or training that mobilizes the entire team.

ROW SEPA File Number: SPL-2019-0002 Vacation Support for Anacortes Co-Housing

1 message

Joe Arellano <wellopt@comcast.net>
To: tessc@cityofanacortes.org

Mon, Sep 23, 2019 at 7:37 AM

Dear Ms. Cooper

As longtime engaged residents of Anacortes, we wish to voice our support for the Skagit Co-Housing project in Anacortes.

During this unique time of change in our city with regards to rezoning and the potential for increasing housing options. We feel that the city has an opportunity to also consider these innovative concepts such as Co-Housing. These innovations not only enhance our community but provide *aging in place* options for us entering our later years.

However, we are disappointed to hear of an objection to the **ROW SEPA File Number: SPL-2019-0002 Vacation** process by an adjacent property owner. We hope that this can become mutually rectified so that the project can continue to move forward and become a proud model of community within our precious community.

We are deeply grateful for your time and effort in this matter.

Sincerely,

Joe and Billie Arellano

6135 Parkside Dr

Anacortes 98221

TONIGHT'S CITY COUNCIL MEETING; SUPPORT OF HEARING FOR SKAGIT CO-HOUSING RIGHT OF WAY VACATION APPLICATION

1 message

Tom Carpenter <tom.carpenters@gmail.com>
To: tessc@cityofanacortes.org
Cc: Jeroldine Hallberg <hardinester@gmail.com>

Mon, Sep 23, 2019 at 12:25 PM

Dear Ms. Cooper:

I'm writing to add my voice in favor of the proposed Skagit Co-housing condominium project, SPL-2019-0002, and the vacation petition. I am a member of the Skagit cohousing community; I have invested into this project and *look forward to becoming an Anacortes resident!*

I am writing today because I just learned that Mr. Matt Lieske will be speaking to the city council at tonight's meeting, in opposition to our petition for the vacation of right of way. I feel very strongly that this application deserves a hearing as scheduled, on November 4. Our community sought this vacation of the right of way in April, 2019. We feel we deserve a hearing on this matter in November, and not wait any longer. Waiting longer will only increase the costs of this project and cause unnecessary delay.

As you know, we are asking the city to vacate one-half of the unopened 36th Street right-of-way so we can create a better site design. In exchange, we propose to build a non-motorized trail connection to help connect the Anacortes Community Forest Land to the West with the Down Jones Way neighborhood, Rotary Park, Mt Erie Elementary School, and areas to the East. The remaining city-owned buffer will be improved with new landscaping and removal of trash, blackberry brambles, and other weedy species. This will help buffer the existing development from the new Skagit Cohousing condominiums. In addition, it will provide a pleasing visual transition from the 10-12' high concrete retaining walls that border the buffer.

We co-housing members have done careful planning around traffic flow, fire department access, stormwater runoff, energy efficiency, and so many other things that will make this project a positive addition to the neighborhood. We have done thorough and careful preparation of our request to improve the site design by adding a small piece of property from the unopened 36th Street right-of-way in exchange for a much-needed walking path plus clean-up and landscaping the remaining city-owned buffer.

Finally, Ms. Cooper, please forward this email on to any staff who will be present or involved in tonight's council meeting.

Tom Carpenter and Marina King
4833 S. Morgan Street
Seattle, WA 98118



Jeroldine Hallberg <hardinester@gmail.com>

Tonight's council meeting - support for Skagit Co-housing ROW vacation application

1 message

Diane Brunette <dibrunette@gmail.com>

Mon, Sep 23, 2019 at 1:42 PM

To: tessc@cityofanacortes.org

Cc: Jeroldine Hallberg <hardinester@gmail.com>

Dear Ms. Cooper:

I'm writing in favor of the proposed Skagit Co-housing condominium project, SPL-2019-0002, and the vacation petition. I am a member of the Skagit cohousing community.

I feel very strongly that this application deserves a hearing as scheduled, on November 4. Will you please recommend to the council members present at tonight's meeting that the hearing remain as scheduled.

Thank you for your consideration.

Diane Brunette
206-235-6391

Tonight's City Council Meeting; Support for Skagit Cohousing Project SPL-2019-0002; and Nov 4 Hearing

1 message

Randal Smith <randalsmith99@hotmail.com>

Mon, Sep 23, 2019 at 2:32 PM

To: "tessc@cityofanacortes.org" <tessc@cityofanacortes.org>

Cc: Jeroldine Hallberg <hardinester@gmail.com>, "darcys@cityofanacortes.org" <darcys@cityofanacortes.org>

Dear Ms. Cooper:

I am writing in favor of the proposed Skagit Co-housing condominium project SPL-2019-0002, and the included vacation petition. I am a member of the Skagit Cohousing community and as such am invested into this project. My wife and I are looking forward to becoming active Anacortes residents.

I am also writing to you now because I just learned that Mr. Matt Lieske will be speaking at tonight's city council meeting, in opposition to our petition for the vacation of right of way. I feel very strongly that this application deserves a hearing as previously scheduled on November 4.

As you know, we are asking the city to vacate one-half of the unopened 36th Street right-of-way so we can create a better site design. In exchange, we propose to build a non-motorized trail connection to help connect the Anacortes Community Forest Land to the West with the Down Jones Way neighborhood, Rotary Park, Mt Erie Elementary School, and areas to the East. The remaining city-owned buffer will be improved with new landscaping and removal of trash, blackberry brambles, and other weedy species. This will help buffer the existing development from the new Skagit Cohousing condominiums. In addition, it will provide a pleasing visual transition from the 10-12' high concrete retaining walls that border the buffer.

We co-housing members have done careful planning around traffic flow, fire department access, storm water runoff, energy efficiency, and so many other things that will make this project a positive addition to the neighborhood. We have done thorough and careful preparation of our request to improve the site design by adding a small piece of property from the unopened 36th Street right-of-way in exchange for a much-needed walking path plus clean-up and landscaping in the remaining city-owned buffer.

Finally, Ms. Cooper, please forward this email to any staff who will be present or involved in tonight's council meeting.

Sincerely,

Randal Smith
7507 5th Ave NE
Seattle, WA 98115
206-218-5155

Cc: Jerry Hallberg (Skagit Cohousing); Darcy Swetnam (City of Anacortes)



Jeroldine Hallberg <hardinester@gmail.com>

Skagit Co-Housing ROW Vacation Application

1 message

Doug Sowdon <dsowdon@comcast.net>

Mon, Sep 23, 2019 at 2:32 PM

Reply-To: Doug Sowdon <dsowdon@comcast.net>

To: ryanw@cityofanacortes.org, brada@cityofanacortes.org, ericj@cityofanacortes.org, mattm@cityofanacortes.org, brucem@cityofanacortes.org, carolynm@cityofanacortes.org, anthony@cityofanacortes.org, tessc@cityofanacortes.org

Dear Anacortes City Council Members and Ms Cooper,

We are in favor of allowing Skagit Co-Housing to petition for vacation of the 36th street right-of-way. It is our understanding that there will be some objection against allowing them to do so. They are only asking for 40' of the existing 80' right-of-way which should not impact properties adjacent to the other side of the right-of-way.

There have been a number of recent developments near our home on Anaco Beach Road and while this wasn't our first choice, a reasonable community member can accept change. We believe that anyone living near the Skagit Co-Housing project will be fortunate to have them as neighbors.

We appreciate your service to our community. Thank you for allowing consideration of the petition for vacation of the 36th street right-of-way.

Sincerely,

Betsy Carroll and Doug Sowdon

dsowdon@comcast.net

TONIGHT'S CITY COUNCIL MEETING; SUPPORT OF HEARING FOR SKAGIT CO-HOUSING RIGHT OF WAY VACATION APPLICATION

3 messages

jmcarle@gmail.com <jmcarle@gmail.com>

Mon, Sep 23, 2019 at 2:25 PM

To: tessc@cityofanacortes.org

Cc: hardinester@gmail.com

Dear Ms. Cooper –

I am writing in support of the proposed Skagit Cohousing project, SPL-2019-0002. As members of Skagit Cohousing my husband and I have invested time, energy, and funding in support of its development and look forward to making Anacortes our new home.

In addition to my personal interest in this specific development, I have a long-held interest in the potential of cohousing to provide a critical diversification of home ownership options. I am currently a member of the Planning Policy Commission for the City of Issaquah, WA and look forward to referencing Anacortes' fostering of the Skagit development as a standard for my current community.

With some urgency, I note that Mr. Matt Lieske is slated to speak at tonight's Anacortes City Council meeting in opposition to a full public hearing regarding our petition for the right-of-way vacation. At a minimum, I call for Council to support the Development Commission's upcoming hearing regarding the Skagit development, which will enable all concerned current and future citizens to understand and contribute to the best eventual decisions on all aspects of the project. Truly, open and transparent community discussion is critical to faithful service of our government processes to citizenry.

Best regards –

Janice M. Carle

Member, Skagit Cohousing

Member, Issaquah Planning Policy Commission

423 Sky Country Way NW

Issaquah, WA 98027

Jeroldine Hallberg <hardinester@gmail.com>

Mon, Sep 23, 2019 at 2:31 PM

To: jmcarle@gmail.com

Hi Janice -

A heads up that Tess may not have turned off an out-of-office message. To be sure it gets to the council for tonight, please forward to City Attorney Darcy Swetnam at darcys@cityofanacortes.org

[Quoted text hidden]

jmcarle@gmail.com <jmcarle@gmail.com>

Mon, Sep 23, 2019 at 2:33 PM

To: Jeroldine Hallberg <hardinester@gmail.com>

Will do, Jerry.

[Quoted text hidden]



Jeroldine Hallberg <hardinester@gmail.com>

Skagit CoHousing ROW Vacation

1 message

Jim <jimilagro@gmail.com>

Mon, Sep 23, 2019 at 2:42 PM

To: tessc@cityofanacortes.org

Cc: Jerry Hallberg <hardinester@gmail.com>, Teresa Foster <fostertlu@gmail.com>, Ryanw@cityofanacortes.org, ericj@cityofanacortes.org, mattm@cityofanacortes.org, brucem@cityofanacortes.org, carolynm@cityofanacortes.org, anthony@cityofanacortes.org, brada@cityofanacortes.org

Greetings,

We are a member family of Skagit CoHousing and are looking forward to retiring in Anacortes in the near future when the Skagit CoHousing project is completed. The ROW Vacation is a vital part of the project. We are writing to request that you proceed with the ROW vacation permit from Skagit CoHousing as scheduled and that you do not delay its review. Our community had submitted our application on the first of April and have already agreed to a delay until our development application was submitted. That application has been submitted and accepted by the Planning Department. We have consistently worked with the city with open minds and in a spirit of cooperation. Our application for the ROW vacation includes a design that would enhance the neighborhood. Our community itself will be an asset to Anacortes, bringing additional taxpayer dollars to the city while having a minimal impact. (CoHousing communities use less resources and city services than the average community while paying the same or more in taxes as the average community).

As a community, we have been open and welcoming to the resident neighbors of the area and have kept them informed of our activities. We have gone door to door with information and have invited them to our events. We are not sure how it would make sense to allow one person who is not, or will not be, a resident of the local neighborhood to have the ability to delay a project that would ultimately be an asset to that local neighborhood. In effect, an absentee landlord would be imposing his will on a neighborhood in which he does not and will not live. We trust that you will impose no further delays in considering the ROW Vacation beyond what has already occurred and we ask that you allow the development and the ROW Vacation to proceed without further delay.

Respectfully yours,

James Wilson and Teresa Foster
1440 Baker St, Unit D
Longmont, CO 80501

Debra Cannon

to lessc@cityofanacortes.org, me

Dear Ms. Cooper:

I'm writing in favor of the proposed Skagit Co-housing condominium project, SPL-2019-0002, and the vacation petition. I am a member of the Skagit cohousing community; I have invested into this project and *look forward to becoming an Anacortes resident!*

I am writing today because I just learned that Mr. Matt Lieske will be speaking to the city council at tonight's meeting, in opposition to our petition for the vacation of right of way. I feel very strongly that this application deserves a hearing as scheduled, on November 4.

As you know, we are asking the city to vacate one-half of the unopened 36th Street right-of-way so we can create a better site design. In exchange, we propose to build a non-motorized trail connection to help connect the Anacortes Community Forest Land to the West with the Down Jones Way neighborhood, Rotary Park, Mt Erie Elementary School, and areas to the East. The remaining city-owned buffer will be improved with new landscaping and removal of trash, blackberry brambles, and other weedy species. This will help buffer the existing development from the new Skagit Cohousing condominiums. In addition, it will provide a pleasing visual transition from the 10-12' high concrete retaining walls that border the buffer.

We co-housing members have done careful planning around traffic flow, fire department access, stormwater runoff, energy efficiency, and so many other things that will make this project a positive addition to the neighborhood. We have done thorough and careful preparation of our request to improve the site design by adding a small piece of property from the unopened 36th Street right-of-way in exchange for a much-needed walking path plus clean-up and landscaping the remaining city-owned buffer.

Finally, Ms. Cooper, please forward this email on to any staff who will be present or involved in tonight's council meeting.

Signed,
Debra Cannon
debracannon@hotmail.com
(206)313-0473

Monday, September 23rd, 2019
Clerk, City of Anacortes

Re: 36th Street ROW Vacation Petition

Dear Mayor and City Council members,

This letter is written to request no delay in the processing of the 36th Street ROW Vacation petition submitted by Skagit Cohousing.

This petition was submitted to the City of Anacortes last April. It has already been delayed once, at the City's request, for a complete development application.

Neighbors have been well informed of this project. Members of Skagit Cohousing have noticed residents with door to door flyers in the late spring. An open site visit was held for neighbors during the summer. Members of Skagit Cohousing have personally met with Matt Lieskey on three separate occasions to discuss the 36th Street ROW vacation. To my knowledge and to date, no options have been offered to Skagit Cohousing by Mr. Lieskey regarding the 36th Street ROW vacation.

In many communities adjacent landowners are required to maintain public rights of way adjacent to their property. The 36th Street ROW as well as the D Avenue ROW have never been maintained by Mr. Lieskey. If he has some claim to the property it should be documented, if not then it is hearsay.

Skagit Cohousing is proposing to improve the remaining unopened portion of the 36th Street ROW with a non-motorized trail that will benefit the entire community and removing the existing blackberry brambles and weedy species.

In summary, please schedule the Public Hearing for the Skagit Cohousing Project for November 4th.

Kind regards,
Jennifer Harrington
Skagit Cohousing Member
PO Box 1195
PMB 107
LaConner, WA 98257
360-610-5349

Hunt, Marcia

From: CityClerk
Sent: Tuesday, September 24, 2019 9:46 AM
To: 'Jen Harrington'; CityClerk
Cc: Swetnam, Darcy; CityClerk
Subject: RE: 36th Street ROW Vacation

Of course, thank you.

Steve
360-293-1906

From: Jen Harrington <sakyavancouver@shaw.ca>
Sent: Monday, September 23, 2019 12:38 PM
To: CityClerk <cityclerk@cityofanacortes.org>
Subject: Re: 36th Street ROW Vacation

Dear Mr. Hoglund,

I am currently in the State of Massachusetts and am unable to make the meeting this evening. I am planning to view it on line if possible. I would like my letter entered into the file and distributed to the Mayor and Council members if possible. I may be able to reach one of the other Skagit Cohousing members and ask them to read it at the meeting as well.

Thank you for your quick response and kind consideration,
Jennifer Harrington

On Sep 23, 2019, at 3:14 PM, CityClerk <cityclerk@cityofanacortes.org> wrote:

Ms. Harrington,

There is a resolution on tonight's City Council agenda (linked below) to consider a public hearing for the ROW vacation you are referencing, and there will be an opportunity for public comment at that time, if you are interested. If you are able to make the meeting, it starts at 6:00 PM at Anacortes City Hall, located at 904 6th Street in Anacortes.

<https://www.anacorteswa.gov/AgendaCenter/ViewFile/Agenda/09232019-949>

Thank you,
Steve Hoglund
City Clerk / Treasurer
(360) 293-1906

From: Jen Harrington <sakyavancouver@shaw.ca>
Sent: Monday, September 23, 2019 10:28 AM
To: CityClerk <cityclerk@cityofanacortes.org>
Subject: 36th Street ROW Vacation

Monday, September 23rd, 2019
Clerk, City of Anacortes

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Dear Mayor and City Council members,

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To my knowledge and to date, no options have been offered to Skagit Cohousing by Mr. Lieskey regarding the 36th Street ROW vacation.

In many communities adjacent landowners are required to maintain public rights of way adjacent to their property. The 36th Street ROW as well as the D Avenue ROW have never been maintained by Mr. Lieskey. If he has some claim to the property it should be documented, if not then it is hearsay.

Skagit Cohousing is proposing to improve the remaining unopened portion of the 36th Street ROW with a non-motorized trail that will benefit the entire community and removing the existing blackberry brambles and weedy species.

In summary, please schedule the Public Hearing for the Skagit Cohousing Project for November 4th.

Kind regards,
Jennifer Harrington
Skagit Cohousing Member
PO Box 1195
PMB 107
LaConner, WA 98257
360-610-5349

Hoglund, Steve

From: Jen Harrington <sakyavancouver@shaw.ca>
Sent: Monday, September 23, 2019 10:28 AM
To: CityClerk
Subject: 36th Street ROW Vacation

Monday, September 23rd, 2019

Clerk, City of Anacortes

Re: 36th Street ROW Vacation Petition

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Kind regards,

Jennifer Harrington

Skagit Cohousing Member

PO Box 1195

PMB 107

LaConner, WA 98257

360-610-5349



iMap

Additional Maps

Currently Viewing:
Property Map

Common Maps

Comprehensive Plan/Zoning
Crime Related Incidents
Property Map
Aerial Images

Map Categories

Districts
Elections
Lost Communities
Planning and Development
Property Assessment and Sales
Public Health
Public Safety
Public Works
Utilities

Build-A-Map

Topographic Basemap

After choosing a map from above,
select the Layer List tab to see
more options.

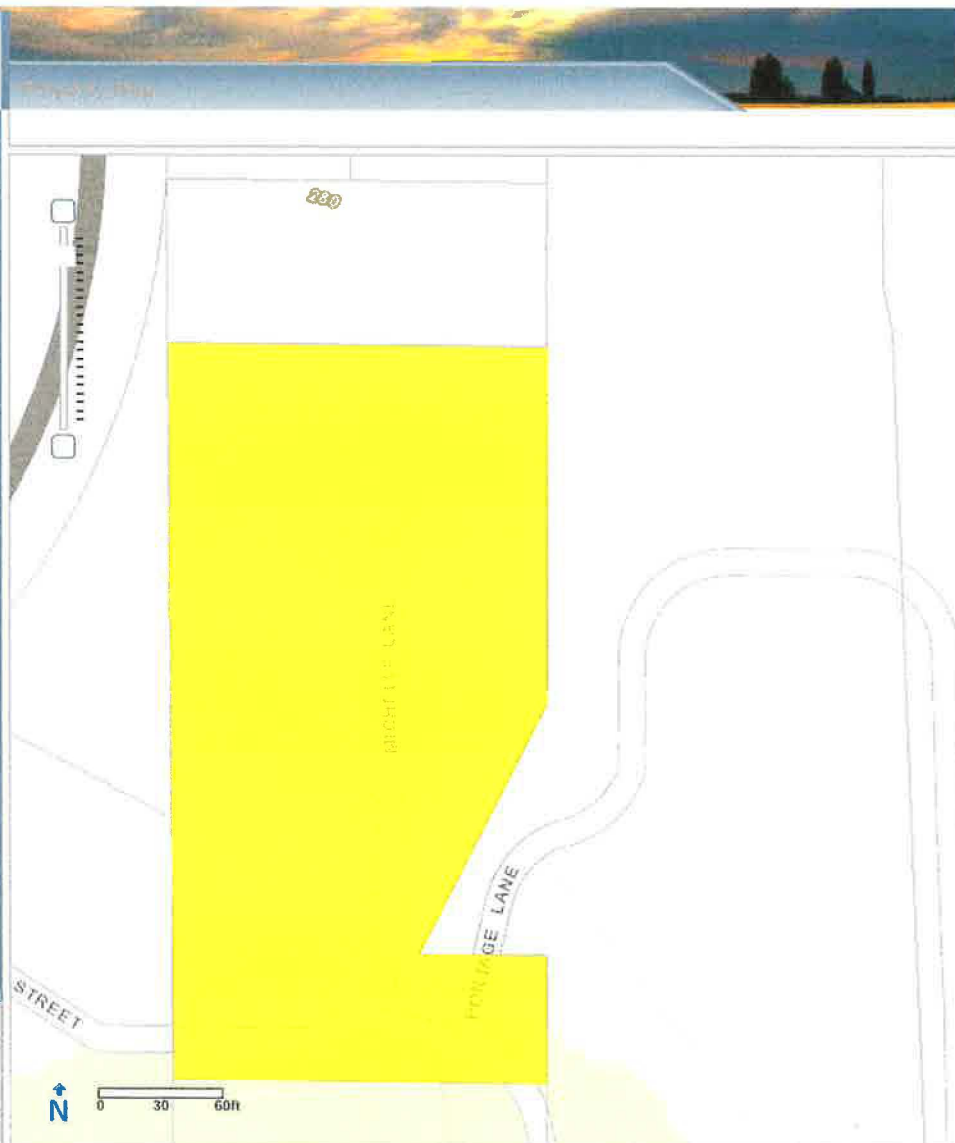
[See iMap Help for more info.](#)

Legend

Layer List

Search

Map Description



Environmental S

RESOLUTION 2056

SEPTEMBER 23, 2019

OVERVIEW

- Vacation Process
 - 36th Street Vacation Timeline
 - Objection to Resolution 2056
-

VACATION PROCESS GENERALLY

- Governed by
 - Chapter 35.79 RCW
 - Chapter 12.50 AMC
 - Process Generally
 - Petition to vacate signed by 2/3 of abutting property owners
 - Council adopts resolution fixing time for public hearing
 - Public hearing
 - Vacation is approved by ordinance
-

RCW 35.79.010

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such vacation procedure. The petition or resolution shall be filed with the city or town clerk, and, **if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, legislative authority by resolution shall fix a time when the petition will be heard** and determined by such authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution.

AMC 12.50.070

- (A) ...[The director of public works] shall determine **whether the petition has been signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated.**
 - (B) If the petition has been signed by more than two-thirds of such owners, the director of public works...shall bring the petition before the city council within thirty days...and the city council shall by resolution fix the time when the petition will be heard by the city council, which time shall not be more than sixty days nor less than twenty days after the adoption of the resolution.
 - *The AMC proscribes a process that includes a board of adjustment, which the City no longer has. City staff is currently working on a rewrite that eliminates obsolete process.
-

36TH STREET VACATION PETITION



D HILL GROUP LLC PETITION FOR VACATION

- March 12, 2019: D Hill Group was advised by staff that abutting property owners to proposed vacation only included those parcels on the north side of 36th Street
 - August 26, 2019: Petition submitted
 - Signed by owners of all property on north side of 36th Street
 - Staff determined complete
 - September 23, 2019: Council meeting to adopt resolution scheduling public hearing
 - AMC 12.50.070(B) requires petition be brought to Council within 30 days to adopt a resolution scheduling public hearing
 - November 4, 2019: Proposed public hearing date
 - RCW 35.79.010 and AMC 12.50.070 require public hearing to be between 20 – 60 days after resolution
-

PACIFIC RIDGE PROPERTY OBJECTION TO RESOLUTION 2056

- Matt and Kim Lieske on behalf of Pacific Ridge Property LLC object to adoption of Resolution 2056 because they don't think the required 2/3 of abutting property owners signed petition
 - Lieskes believe they should have been considered abutting property owners, and therefore their consent should have been required before petition may proceed
 - AMC 12.50.090. Protest: If fifty percent or more of the owners of the abutting property file written objects to a city council-initiated vacation with the city clerk, prior to the time of the hearing, the city shall be prohibited from proceeding with the vacation.
-

PAST EXAMPLES

- Partial vacation request for half of a portion of 29th Street submitted by Troy Williams denied in 2012
 - Partial vacation for a portion of A Avenue submitted by John Prosser in 2014 was granted
 - Partial vacation request for a portion of 10th street submitted by Martin family in 2016 was granted and owners on both sides of street signed petition for partial vacation along one side of street
-

CASE LAW

- Upon vacation of a street, the public easement is extinguished and the abutting property owners regain unencumbered title to the center of the street. *London v. Seattle*, 93 Wn.2d 657, 667 (1980), Citing RCW 35.79.040.
- “Respondents contend that the vest interest of an abutting property owner in a street extends only to the middle of the street, and that therefore appellants are not abutting owners as to the thirteen feet vacated, which is across the street. But this position is untenable. ...An abutting property owner’s vested interest is to the full width of the street in front of his land, and he is entitled to use the whole thereof for egress and ingress, light, air and view, and for any substantial or material diminution of any of these rights he is entitled to recover in damages.” *Fry v. O’Leary* 141 Wash. 465, 470 (1927).
- “[W]here only part of a street is vacated, the owners abutting the vacated portion are entitled to its entirety.” *Michelson Bros. v. Baderman*, 4 Wn. App. 625, 630 (1971).

QUESTION PRESENTED TO COUNCIL

- Is Pacific Ridge Properties, LLC (Lieske property) an abutting property owner under RCW 35.79.010 and AMC 12.50.070?
 - If yes
 - D Hill Group Petition is incomplete because it failed to secure the signature of 2/3 of abutting property owners.
 - Resolution 2056 may not be adopted.
 - If no
 - D Hill Group Petition is complete.
 - Council shall adopt Resolution 2056 scheduling a public hearing.
 - Pacific Ridge Properties, LLC may still participate in the public hearing and oppose the vacation petition on its merits.
-



City Council Agenda Bill

Meeting Date: 9/23/2019

Agenda Item: 5f

Subject: Hallberg-Skagit Cohousing Vacation, North half of 36th Street right-of-way East of the "D" Avenue right-of-way and South of Block 28, "Kellogg & Ford's Addition to Anacortes, Washington"

Staff Contact: Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 2056
	Contract
	Public Hearing
	Staff Report

Summary Statement: Seeking approval of a public hearing date of November 4, 2019 for possible city right-of-way vacation.

Background: This is standard procedure for a vacation application, to set a hearing date. More information will be sent prior to the hearing date.

Budget Impact	
Amount Budgeted	n/a
Budget Account (BARS)	n/a
Proposed Expenditure	n/a
Budget Amendment Required?	n/a
Revenue Source	n/a

Proposed Contract	
Contractor	n/a
Amount	n/a
Start Date	n/a
End Date	n/a

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution No. 2056.

Alternative Actions: N/A

Attachments (listed in order presented): Resolution No. 2056.

RESOLUTION NO. 2056

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION
MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN
SETTING A PUBLIC HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 and AMC 12.50.070 require a time to be fixed for a public hearing on said matter; now, therefore,

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANACORTES,
WASHINGTON, AS FOLLOWS:**

Section I. That certain petition asking for the vacation of the North half of 36th Street right-of-way East of the “D” Avenue right-of-way and South of Block 28, “Kellogg & Ford’s Addition to Anacortes, Washington” shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **4th day of November 2019.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 23rd day of September 2019.**

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: 9/23/2019

Agenda Item: 5g

Subject: Resolution 2057, setting a public hearing on Vacation Petition

Staff Contact: Jonn Lunsford

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2057
	Contract
	Public Hearing
	Staff Report

Summary Statement: Staff recommends adoption of Resolution 2057, which schedules a public hearing for the City-initiated Petition to Vacate the unopened right-of-way on the east side of the 2100 block of Commercial Avenue pursuant to the Pickett Pocket Park Agreement for construction of a public park.

Background: City Council approved the [Pickett Pocket Park Agreement](#) on [September 16, 2019](#), between the City and property owners abutting the above-described unopened right-of-way. The Agreement dictated that the City would initiate a Petition for Vacation of the unopened right-of-way area within 10 days of the Agreement. The first step in the vacation process is for City Council to adopt a resolution scheduling a public hearing on the vacation petition. Staff therefore recommends approval of the attached resolution.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Parks and Recreation sub-Committee has discussed the process at previous meetings.

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Resolution 2057, scheduling the public hearing on the Pickett Pocket Park vacation for October 14, 2019 at 6:00 PM in City Council Chambers.

Alternative Actions: N/A

Attachments (listed in order presented): Proposed Resolution 2057

RESOLUTION NO. 2057

**A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION MAY BE
HEARD AND DETERMINED BY THE CITY COUNCIL IN SETTING A PUBLIC
HEARING DATE.**

WHEREAS, a petition for the vacation of the below described property has been initiated by the City of Anacortes and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 and AMC 12.50.070 require a time to be fixed for a public hearing on said matter; now, therefore,

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANACORTES,
WASHINGTON, AS FOLLOWS:**

Section I. That certain petition asking for the vacation of the west 150.1 feet of the alley in Block 3, Stewart's First Addition to the City of Anacortes (platted, unopened, alley running from Commercial Avenue to "Q" Avenue in block between 21st Street and 22nd Street) shall be heard and determined by the City Council and a public hearing shall be heard thereof on the **14th day of October, 2019.**

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 23rd day of September, 2019.**

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer



City Council Contract Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 5h

Subject: Contract Award - Washington Park Launch Float Replacement – Custom Manufacturing
#19-147-PRK-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$139,988.21 to Transpac Marinas, Inc. to perform the Washington Park Launch Float Replacement – Custom Manufacturing project. The project provides for the custom manufacturing of the Washington Park boat launch float in accordance with the specifications detailed in the [Invitation to Bid](#).

Background:

1. **History:** One February 4th of this year high winds and waves damaged a piling and floats at the Washington Park boat launch. Parks staff with the assistance of Public Works were able to remove the damaged piling and two of the six floats at the launch. The city was awarded funds from the Washington State Legislature via Senator Liz Lovelett's office of \$200,000 to go towards the replacement of the pilings and floats. Parks staff has secured permitting from local, state and federal officials for the work. The launch will occupy the same foot print what existed before. All creosote will be removed and the new floats will be constructed of steel and fiberglass with HDPE floats. To expand the foot print of the floats would have required additional permitting that was likely to take 18 months according to the permitting agencies. Due to the importance of the launch to local residents our goal is to make this improved dock operational as soon as possible. There will be an additional future procurement process and contract for the installation of the launch float.
2. **Key Terms:**
 - Total contract price of \$139,988.21 which includes \$11,204.21 in sales tax.
 - The Contractor will complete all work within 8 weeks of contract execution.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on September 5, 2019 an [Invitation to Bid](#) was sent to five contractors in the appropriate small works roster category. One bid was received by the deadline on September 17, 2019 at 2:00pm, and Transpac Marinas, Inc. was determined to be the lowest responsible bidder. The bid tabulation is attached.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-147-PRK-001 with Transpac Marinas, Inc. in the amount of \$139,988.21 to perform the Washington Park Launch Float Replacement – Custom Manufacturing project.

Alternative Actions: Cancel the project, rebid

Attachments: Bid tabulation, Contract 19-147-PRK-001

Contractor	Transpac Marinas, Inc.
Contract Amount	\$139,988.21
Earmarked Funds	\$0
BARS #	108.410.594.76.60
Budget Amendment Required?	Yes
Revenue Source?	Grant
Start Date	Contract execution
End Date	8 weeks



CITY OF ANACORTES

WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION - BID DATE 9/17/19

Washington Park Launch Float Replacement – Custom Manufacturing #19-147-PRK-001				Transpac Marinas, Inc.	
ITEM	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$
1	Washington Park Launch Float Replacement – Custom Manufacturing project as detailed in the Invitation to Bid 19-147-PRK-001	1	LS	\$ 128,784.00	\$ 128,784.00
				Subtotal:	\$ 128,784.00
				8.7% sales tax:	\$ 11,204.21
				TOTAL BID:	\$ 139,988.21



CONTRACT 19-147-PRK-001
Between
THE CITY OF ANACORTES
AND
TRANSPAC MARINAS, INC.

WASHINGTON PARK LAUNCH FLOAT REPLACEMENT – CUSTOM MANUFACTURING

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as “City”) and Transpac Marinas, Inc., a private company at PO Box 1169, Anacortes, WA 98221 (herein after referred to as “Contractor”).

1. **Scope of Work.** The Contractor shall manufacture and furnish goods in accordance with and as described in the City of Anacortes document entitled “Washington Park Launch Float Replacement – Custom Manufacturing 19-147-PRK-001” issued September 5, 2019, which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The Total Contract Price is **One Hundred Thirty-Nine Thousand Nine Hundred Eighty-Eight Dollars and Twenty-One Cents (\$139,988.21)**, which includes \$11,204.21 in 8.7% sales tax.

3. **Time of Completion:** All work shall be completed within eight (8) weeks of contract execution date.

4. **Delivery.** Advance coordination of the work shall be made with the Project Manager Bob Vaux at (360) 588-8233.

5. **Subcontracts.** The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. “Subcontract” means any contract entered into by a Sub-Contractor to furnish supplies or services for performance of the prime Contractor or a Sub-Contractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (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 Sub-Contractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract, or
- (3) To relieve the Contractor of any responsibility for performing this Contract.

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

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

8. **Withholding Payment.** In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the

City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

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

10. **Inspection.**

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

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

11. **Defense and Indemnity Agreement.** 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.

12. **Insurance.**

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

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

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

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. **Commercial General Liability** insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an

insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

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

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

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

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

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

14. **Registered or Licensed Contractor.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000.

Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

15. **Standard of Care.** The Contractor represents that Contractor has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Contractor and any persons employed by Contractor shall use their best 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. The City's remedy shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

16. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Contractor 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 Contractor. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

17. **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, Contractor 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.

18. **Discrimination Prohibited.** During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

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. **The City's Right to Terminate Agreement.**

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

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. An equitable adjustment in the Agreement 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 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 Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

25. **Disputes**

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

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

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

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

26. **Force Majeure**. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The

time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

27. **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.

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

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

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

CITY:

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

CONTRACTOR:

Transpac Marinas, Inc.
Dan Jankelson
PO Box 1169
Anacortes, WA 98221

32. **WASHINGTON STATE PREVAILING WAGES**

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. The applicable provisions are as follows:

Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the contractor and each subcontractor must provide the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

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

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Contract and agree to be bound accordingly;

CITY OF ANACORTES

TRANSPAC MARINAS, INC.

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name

Title _____

Date _____



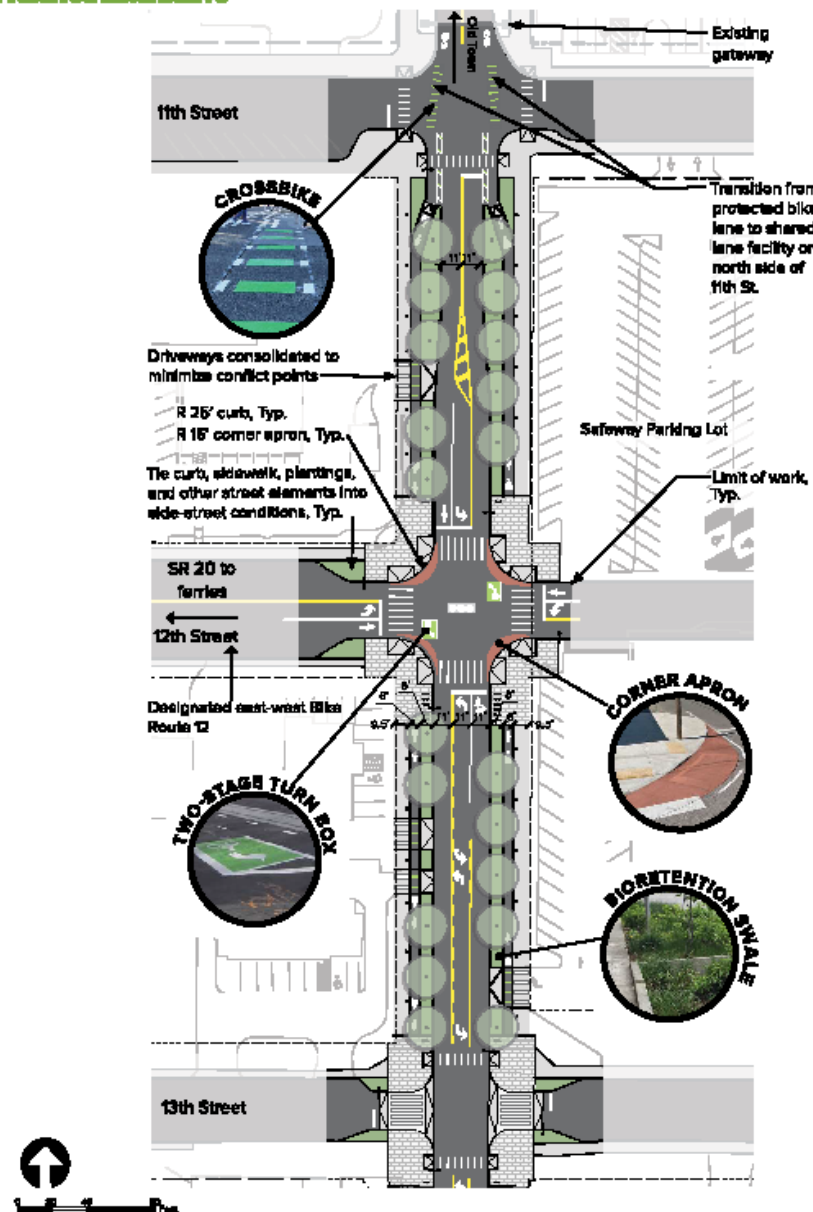
Commercial Avenue Corridor Plan Phase 1 – 11th Street to 13th Street

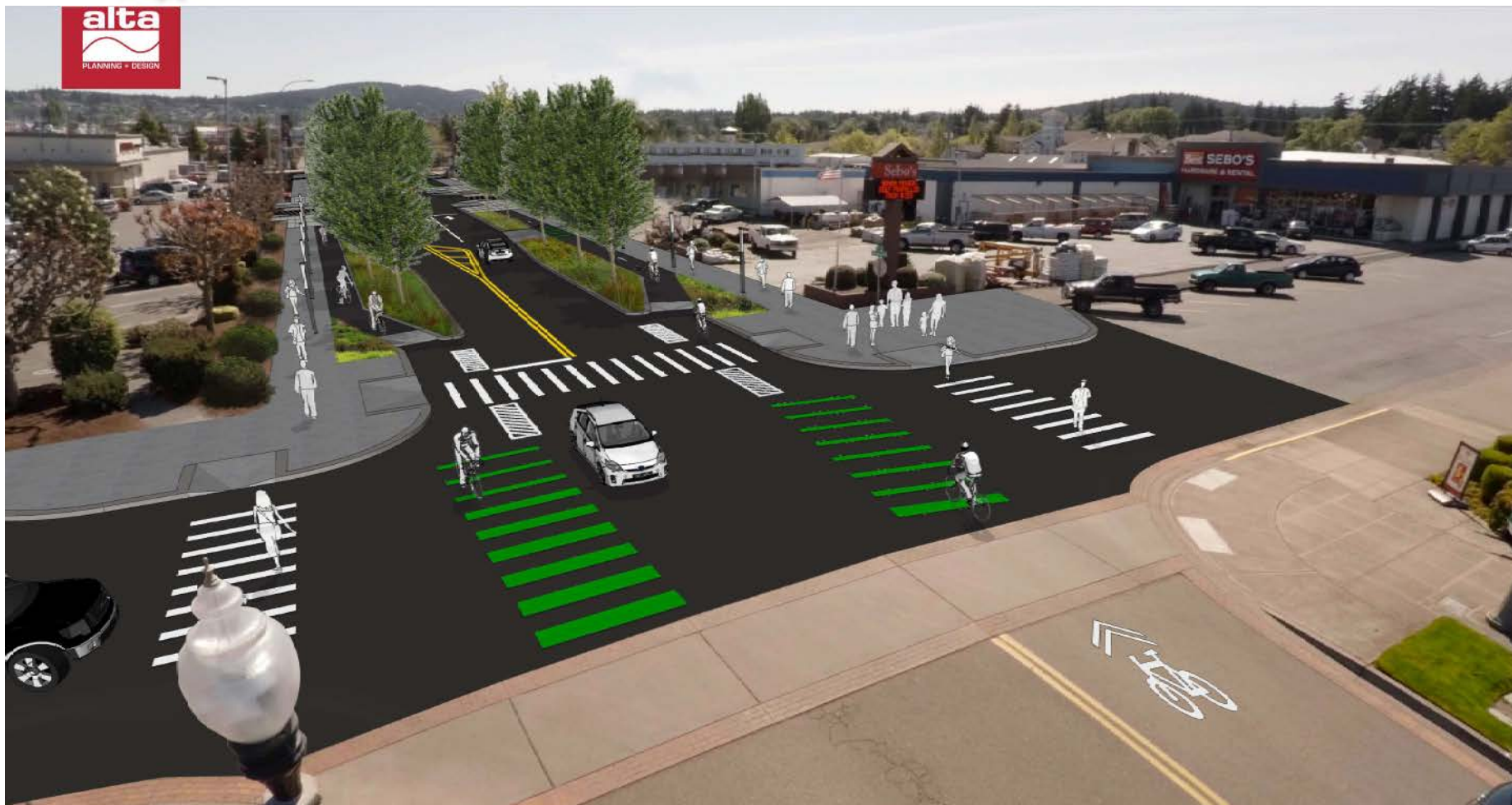


South Commercial Avenue Corridor Plan

ANACORTES, WA

April 2016







City Council Contract Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 7a

Subject: Contract Award – Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design #19-095-TRN-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$334,154.00 to Alta Planning + Design, Inc to perform the design for the 11th St to 13th St portion of the Commercial Ave Corridor Plan Phase 1 project. The Consultant shall provide preliminary design through final Plans, Specs, & Estimate (PS&E).

Background:

1. **History:** In 2016 the City created a South Commercial Avenue Corridor Plan with the intention of creating a more robust, inviting corridor safer for non motorized users and to stimulate economic development. This would be an initial phase of this overall project.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$334,154.00.
 - The period of performance under this Agreement is through July 31, 2021.
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.

Previous Council/Committee Action: N/A

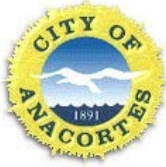
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-095-TRN-001 with Alta Planning + Design, Inc in the amount of \$334,154.00 to perform the Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design.

Alternative Actions: Not award the contract

Attachments: Contract 19-095-TRN-001

Contractor	Alta Planning + Design, Inc
Contract Amount	\$334,154.00
Earmarked Funds	\$0
BARS #	105.720.595.30.63
Budget Amendment Required?	Yes
Revenue Source?	WSDOT Grant
Start Date	Inception
End Date	7/31/21



AGREEMENT 19-095-TRN-001
Between
THE CITY OF ANACORTES
AND
ALTA PLANNING + DESIGN, INC.

Commercial Ave Corridor Plan Phase 1 - 11th St to 13th St Design

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Alta Planning + Design, Inc., hereinafter referred to as the "Consultant"; alleged

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 provide preliminary design through final Plans, Specs, & Estimate (PS&E) for the Commercial Avenue Project, from 11th Street to 13th Street including intersections. Work is detailed in the attached Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of City's Project Manager, Eric Shjarback, who may be reached at (360) 299-1980 or email erics@cityofanacortes.org.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Three Hundred Thirty-Four Thousand One Hundred Fifty-Four Dollars (\$334,154.00)**. The per task estimates are detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through July 31, 2021.

4. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (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 sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

The Consultant shall give prompt, but in no event later than 5 days, written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any sub Consultant 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.

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Name, Agreement Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. The Consultant accepts no responsibility for the use of documents and materials prepared by Consultant beyond the intended purpose of this Agreement. Any unauthorized transfer, reproduction or re-use of such documents and materials shall be at the City's sole risk. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

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

11. **Defense and Indemnity Agreement.** 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, to the extent caused by the alleged negligent 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property to the extent caused by 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 consultants 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 \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 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: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

15. **Standard of Care.** The Consultant represents that Consultant has 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 engineering 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 Professional Services, at the City's discretion

16. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

17. **Consultant is an Independent Consultant.** The parties intend that an independent Consultant 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 sub Consultants during the performance of this Agreement.

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

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

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear reasonable expenses incurred by the City in completing the work, including reasonable 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. An equitable adjustment in the Agreement 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 Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services

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

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

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

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

25. **Disputes**

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

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

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

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

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delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

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

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

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CITY:

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

CONSULTANT:

Alta Planning + Design, Inc.
Contract Administrator
711 SE Grand Avenue
Portland, OR 97214

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

ALTA PLANNING + DESIGN, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

CITY OF ANACORTES CONTRACT 19-095-TRN-001
EXHIBIT A

Alta Planning + Design
City of Anacortes, WA
Commercial Avenue 11th Street to 13th Street Final Design

Introduction

The City of Anacortes (CLIENT), along with the consultant team led by Alta Planning + Design (CONSULTANT) will be preparing Final PS&E Documents for the Commercial Avenue Project, from 11th Street to 13th Street including intersections.

Scope of Services Purpose

The overall purpose of this Scope of Services is to define CONSULTANT services to provide preliminary design through Final PS&E. This Scope of Services will also provide for the necessary management oversight of the development of the project's preliminary and final design phases. Design fee for the project is based on an approximately \$3 million construction value, subject to change as the project proceeds.

The following major tasks will be completed by the CONSULTANT:

Task 1 – Conceptual Street Design Preparation

Task 2 – 30% Preliminary Design Preparation

Task 3 – Environmental Compliance

Task 4 – 60% Construction Documents (Supplemental Agreement #1)

Task 5 – 90% and 100% Construction Documents (Supplemental Agreement #2)

Assumptions:

1. CONSULTANT reserves the opportunity to shift budget between work tasks and the subconsultant tasks upon written notice to the project manager and his written consent.
2. Construction observation and/or administration may be negotiated under supplemental agreement
3. Assumes CLIENT will perform all FHWA, WSDOT, and other agency reporting requirements
4. Assumes CLIENT will perform all permitting requirements, with document and data support from CONSULTANT
5. Design will require new signal equipment at 12th Street
6. CLIENT to define the design vehicle for intersection design
7. Street and/or pedestrian lighting is included the scope of the project

TASK 1: CONCEPTUAL STREET DESIGN PREPARATION

1.1 Data Collection and Opportunities & Constraints

CONSULTANT will submit a data request memo to CLIENT for existing data pertaining to the project (e.g., GIS layers, existing topographic survey, utilities, existing signal systems).

CONSULTANT will conduct a field review to identify and understand the unique features that will impact the design of this project. The field reconnaissance of the project site will include pertinent features

such as steep slopes, visible utilities, culverts, land uses, sidewalk connectivity and conditions, crossing treatments, curb ramp conditions, pavement conditions, surface water conveyance, and other site observations.

We will review existing traffic counts and conditions, collision data and speed surveys, and prepare a summary of conditions in the study area. This task also includes gathering data such as traffic volumes, signal timings, channelization, and alternative channelization.

Utility research and potential conflicts to be identified by the CLIENT and be provided to CONSULTANT as part of the data request memo.

Data and information collected will be documented in an opportunities and constraints map. Consultant will prepare a photo inventory of the corridor and critical features for the purpose of illustrating and explaining existing conditions and as a base for illustrating proposed improvements.

CLIENT Deliverables	CONSULTANT Deliverables
• Provide information in data request memo • Single list of non-contradictory comments on draft opportunities and constraints map • Single list of non-contradictory comments on draft summary of existing conditions • Utility system memo and data • Notification to utility owners • Oversee CLIENT-led deliverables	• Data request memo • One draft and one final opportunities and constraints map • One draft and one final existing conditions report

1.2 Project Kickoff

CLIENT staff will lead CONSULTANT on a walking tour and review goals and priorities for the project. During the walk CONSULTANT and CLIENT Staff will examine the existing conditions for walking and biking, evaluate the existing intersections, identify issues with ADA compliance, and envision the corridor as a gateway.

CONSULTANT will review findings from the opportunities and constraints maps prepared in Task 1.1 with CLIENT Staff and identify additional issues, including parking impacts, utility conflicts, drainage facilities, speed and traffic management, safety and other elements that can impact design and cost.

CLIENT Deliverables	CONSULTANT Deliverables
• Identify and invite participants in the site assessment and kickoff meeting • Co-lead walk audit with CONSULTANT • Confirm preferred design	• Attend project kickoff meeting • Summary of walk audit findings • Summary of opportunities and constraints

1.3 Topographic Survey

The intent of this task is to provide base mapping to support design improvements related to the project. CONSULTANT will perform the following:

1.3.1 Establish Control

- Research existing records and right-of-way plans to determine alignment of the roadway and intersecting streets and alleys.
- Confirm ties to existing city control monuments and right-of-way monuments within the project area.
- Based upon record information and found monuments calculate right-of-way lines.
- Establish survey control points (horizontal and vertical) out of traffic flow areas.

1.3.2 Topographic Surveying

- Topographic survey of the edge of existing pavement and as-built centerlines, curb & gutter, sidewalks, trees, property corners, surface utilities, gravel areas, channelization, signs, posts and signal posts, curb cuts and access points to private ownership within the project right-of-way lines, including 100 ft. each direction from intersection mid points with alley entrance curb cuts denoted on the curb lines.
- Locate horizontal and vertical position of improvements generally within 25 feet outside of the right-of-way.

1.3.3 Base Mapping

- Prepare a base map showing as-located pavement centerlines, curb lines, back of sidewalk and edges of exiting pavement where no curbs exist, and other appurtenances in the right-of-way and generally within 25 feet of the right-of-way.
- Base map will include control monuments, right-of-way centerlines and ROW limits within project area.

Assumptions

- There is sufficient existing survey control to efficiently establish the requested work.
- City will provide right of entry.
- CLIENT will provide horizontal and vertical datum control points and requirements. If the CITY does not provide specific horizontal and vertical datum requirements, the determination will be made by the SUBCONSULTANT.
- This Scope of Work does not include establishment of reference points or recovery of impacted monuments.
- Traffic Control will be provided by a Vendor.
- Private owner parcel lines will be shown per Skagit County GIS and not surveyed.

1.4 Geotechnical Memo (provided by CLIENT)

CONSULTANT will coordinate with CLIENT for delivery of a preliminary geotechnical memo which will include the following tasks:

1. research and review existing available data in the project area (geologic maps, soil maps, well logs, as-built drawings, and critical areas mapping);
2. visit the site and observe surface conditions (pavement, drainage, slopes, existing developments);
3. analyze the available data with respect to the subject project (preliminary slope stability, infiltration feasibility based on soils and geologic mapping, identify possible causes of pavement failure);

4. drill 8-12 pavement cores in the roadway that extend to and also sample native soil beneath the roadway for evaluation of existing pavements and infiltration feasibility (including drilling subcontractor and traffic control);
5. perform 6 Unified Soil Classification System (USCS) laboratory tests to determine infiltration feasibility;
6. prepare the preliminary geotechnical report (discussion of reviewed documents / data, discussion of surface conditions and site reconnaissance / boring data, laboratory results, preliminary recommendations for grading, pavements, critical areas setbacks, infiltration feasibility, and further exploration needed).
7. A Phase I environmental site assessment for the presence of hazardous materials will be performed by the geotechnical consultant if required.

Assumptions

- CLIENT will provide Geotechnical services as required for the timely progress of the work
- Further geotechnical investigation will occur after 30% based on identified need

CLIENT Deliverables	CONSULTANT Deliverables
• Oversee CLIENT-led deliverables • Preliminary Geotech memo • Access permission for survey activities outside of the right-of-way	• Survey in AutoCAD Civil 3d • Coordination with CLIENT Geotechnical consultant

1.5 Conceptual Street Design

CONSULTANT will review relevant background documents and information provided by CLIENT or readily available, to understand the context, opportunities and challenges.

1.5.1 Concept Alternatives. Prior to stakeholder input, CONSULTANT will prepare alternative designs (in plan and cross-section) and intersection designs and compare opinions of probable construction cost for the project. Alternatives may include contrasting approaches to channelization and traffic control, accommodating people walking and riding bicycles along and across the corridor, handling storm drainage, access management, streetscape improvements, plantings, street furnishings, lighting, signing, and other civic improvements to the corridor.

CONSULTANT will conduct simulation analysis (existing condition and two alternative conditions for one peak period) for 1 signalized intersection using Synchro and compiling the results in tabular format. Traffic design components will be reflected in the civil design plans.

CONSULTANT will prepare conceptual layouts for each alternative for use at meetings with CLIENT staff. The conceptual layouts will be based on available GIS and preliminary survey data if available.

1.5.2 Preferred Design. CONSULTANT will recommend a Preferred Design, which may be a combination of elements from the alternatives. Upon authorization of CLIENT a Final Preferred Design plan, cross-sections, costs and compliance report will be developed for CLIENT approval.

An internal CONSULTANT quality assurance/quality control review of deliverables will be conducted. A record of comments received will be maintained. Response to each comment will be tracked to confirm that they have been addressed.

CLIENT Deliverables	CONSULTANT Deliverables
- Oversee CLIENT-led deliverables - Single list of non-contradictory comments on the conceptual sections and plan concepts	- Up to two (2) alternative sections and plans. Drawing will be in Illustrator or AutoCAD - Up to two (2) conceptual plans for 1 signalized intersection. Drawings will be in Illustrator or AutoCAD - Planning level costs for up two (2) alternatives - Simulation analysis for 1 signalized intersection - Preferred Design report

1.6 Public Engagement

1.6.1 Open Houses. The CONSULTANT will facilitate up to 2 open house meetings. Open House 1 will be conducted after Task 1.1 to address opportunities and constraints, and to guide the development of alternatives. Open House 2 will be conducted after task 1.5 to take citizens and stakeholders input on a preferred design. The format, location, and date of open houses will be determined with CLIENT Staff.

1.6.2 City Council Presentations. CONSULTANT will prepare for and present or be in attendance at up to 2 City Council presentations. Schedule and subjects to be determined.

1.6.3 Online Public Engagement. CONSULTANT will develop and host an online public engagement strategy including information and document sharing, mapping, comment, survey for three phases of engagement (project initiation, options, preferred).

1.6.4 Demonstration Project. With the assistance of CLIENT labor workforce, CONSULTANT will develop, deploy, monitor and remove a demonstration project of one or more elements to be considered in the alternatives, using temporary measures to simulate a safety and/or aesthetic concept.

CLIENT Deliverables	CONSULTANT Deliverables
- Advertise event - Secure meeting venue - Meeting attendance - Oversee CLIENT-led deliverables	- One draft and one final presentation materials for up to 2 Open Houses and up to 2 City Council presentations - Attendance by up to two (2) consultant team members - Meeting summaries - Develop, deploy, monitor and remove demonstration project

TASK 2: PRELIMINARY DESIGN (30%)

2.1 Preliminary Design Plans

Once the Preferred Design identified in task 1 has been completed and confirmed by the CLIENT, the consultant will develop the preliminary design and prepare 30% Plans and Opinion of Construction Costs.

CONSULTANT will prepare 30% design plans in accordance with current WSDOT LAG Manual and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The design plans will be prepared based on the selected preferred alternative from the preliminary design stage. The plans will

be signed and sealed by a registered professional engineer and will be prepared on 22"X34" (or 24"X36") sheets at a minimum scale of 1"=40'.

Specific preliminary plans are anticipated to consist of:

- Cover Sheet (1 sheet)
- Legend Sheet (1 sheet)
- Site Preparation and Demo Plan (3 sheets)
- Drainage Plan (3 sheets)
- Roadway Plan (3 sheets)
- Channelization and Signage (3 sheets)
- Signal and Lighting Plan (3 sheets)
- Planting Plan (3 sheets)
- Streetscape Improvements Plan (3 sheets)
- Details (5 sheets)

Assumptions

- A signal plan will be developed with this phase of work under this scope of services
- Pavement design will be developed with this phase of work under this scope of services
- Water main, sanitary sewer main, and stormwater main will not require upgrades or replacements and design services by the Consultant and are NOT included in this Scope of Services. If it is determined that existing water main, sanitary sewer main, and/or stormwater upgrades will be needed as part of this Project, this will be considered an additional service and can be performed by the Consultant as an amendment to this Scope of Services.

2.2 Opinion of Construction Costs

This work element will include preparing 30% level quantities and Opinion of Construction Costs. The opinion of costs will identify bid items that are intended to be Special Provision items. The opinion of costs will include an inflation factor for the anticipated year of construction (2021).

CLIENT Deliverables	CONSULTANT Deliverables
• Meeting attendance • Oversee CLIENT-led deliverables • Single list of non-contradictory comments on draft 30% design set	• Site Visit • Draft 30% Design Plans • 30% Opinion of Construction Costs • Storm drainage memo • In-person meeting with CLIENT Project Manager and Senior CLIENT Staff to review 30% design. • 30% Design Plans

Task 3: Compliance

3.1 Permitting Support

CONSULTANT shall provide support to CLIENT permitting and compliance efforts, including tabulation of quantities and excerpts of Preliminary Design plans.

3.2 Traffic Analysis

CONSULTANT will prepare a Traffic Memorandum to evaluate the specific traffic treatments included in the project. In addition to describing the existing traffic conditions, the memorandum will analyze intersection operations at Commercial Avenue at 11th, 12th and 13th, including proposed operations for one alternative for the 1 signalized intersection at 12th, bicycle and pedestrian movements, and safety of the corridor. The proposed improvements will be described and potential mitigation measures will be given if necessary.

- Preliminary Draft traffic memorandum (up to 5 pages)
- Final Draft traffic memorandum for submission (up to 5 pages)
- CLIENT comments response
- Final traffic memorandum (up to 5 pages)

Deliverable(s):

1. Preliminary Draft and Draft documents for CLIENT review.
2. Final Draft documents.

Assumptions:

1. This scope assumes there will be two (2) on-site meetings for two (2) staff, in addition to the field work described in the tasks above.
2. This scope assumes that no NEPA, FHWA nor WSDOT documentation or coordination is required. This scope of work will need to be amended if FHWA or WSDOT determines that the project requires an environmental assessment or environmental impact statement or other NEPA documentation.
3. It is assumed that each document will undergo two (2) rounds of review by the project team, and CLIENT. Preparation of additional drafts may require an amendment to this scope and budget.

4. CLIENT will conduct all government-to-government consultation with tribal governments.
5. An archaeological survey is not included in this scope of work.
6. It is assumed that no properties will need to be documented on Historic Property Inventory forms.
7. The CLIENT will provide any other relevant information concerning site conditions, including previous environmental reports, if available.
8. The CONSULTANT shall provide all deliverables electronically in WORD and PDF formats.

CLIENT Deliverables	CONSULTANT Deliverables
•	• Tabulations and plan excerpts for CLIENT insertion in permit documents. • Traffic Memorandum

Task 4: 60% Construction Documents

The scope, schedule and fee will be reviewed upon completion of Task 3 (30% design) and submitted via supplemental agreement. Approximately 20% of the design fee for a \$3 million construction project will be reserved for this task. If, upon completion of Task 3, the project cost opinion differs, the project limits, scope or design fee for Task 4 (30%-60% design) may be adjusted.

Task 5: Final Design 90% and 100% Construction Documents

The scope, schedule and fee will be reviewed upon completion of Task 4 (60% design) and submitted via supplemental agreement. Approximately 15% of the design fee for a \$3 million construction project will be reserved for this task. If, upon completion of Task 4, the project cost opinion differs, the project limits or design fee for Task 5 (30%-60% design) may be adjusted.

TASK 6: PROJECT MANAGEMENT

CONSULTANT will manage technical aspects of the plan, including quality assurance and quality control and will provide monthly reports on the status of the project budget, work effort progress, and schedule. The CONSULTANT's project manager will be responsible to the CLIENT to complete the design on schedule, is technically competent, and meets the CLIENT's needs and expectations. Federal funding is not anticipated.

Throughout the project, there will be ongoing coordination between the CONSULTANT's Project Manager, and the CLIENT's Project Manager – including email, telephone calls, and written communication to keep CLIENT apprised of progress.

6.1 Coordination with CLIENT

CONSULTANT will coordinate on a regular basis with the CLIENT project manager to inform about project progress, project issues and schedule. Regular communication with CLIENT will occur on a weekly basis, including a weekly email summary of work completed and anticipated work the next week. This work element will also include preparing an Action Items Log and keeping the log updated throughout the duration of the project.

CONSULTANT will conduct monthly (1 hour) conference check-in calls (up to 12 calls) throughout the project's duration. The CONSULTANT will prepare bulleted conference call summaries and action items.

CLIENT Deliverables	CONSULTANT Deliverables
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- Meeting attendance - Oversee CLIENT-led deliverables	- Meeting agendas - Weekly email summary - Attendance by Alta Project Manager (up to 12 phone conferences) - Meeting notes/action items
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6.2 Project Schedule, Budget, and Team Management

CONSULTANT will develop an overall project schedule, which will include a detailed schedule by task for the 30% design phase and a high-level schedule for the remainder of the project phases through 100% construction documents. CONSULTANT will prepare a draft and final schedule for CLIENT review. CONSULTANT will keep the schedule updated as the project progresses. CONSULTANT will manage subconsultant budgets, monitor staff and CONSULTANT team, manage change and prepare amendments, and monitor work progress under this work element.

6.3 Project Reports and Invoices

CONSULTANT will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task. The monthly progress reports will identify issues or problems that may occur in any given month and proposed resolutions. CONSULTANT will submit these monthly progress reports to the CLIENT Project Manager with the monthly invoices. The monthly invoices will document Individual tasks. CONSULTANT Project Manager will notify CLIENT Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

CITY Deliverables	CONSULTANT Deliverables
- Ongoing tracking of CLIENT activities - Oversee CLIENT-led deliverables	- Monthly progress reports and invoices - Project Management Plan including: Detailed critical path schedule with meeting dates and milestones - Contact list and protocols for project management and communication

Assumptions

- This contract duration shall be no longer than June 30, 2021.
- Maximum of two project schedule updates will be prepared.

Fees

**Anacortes WA - Commercial Ave
11th Street to 13th Street**

9/5/2019

Task	Alta	TSI	Skilling	
1 Conceptual Street Design Preparation	69,067	16,119	17,374	102,560
2 Preliminary Design (30%)	30,485	13,164	3,154	46,803
3 Compliance	2,939	7,822	-	10,762
4 60% Design	62,315	9,086	-	71,401
5 Final Design	42,014	10,852	-	52,866
6 Project Management	17,407	12,889	-	30,296
	224,227	69,932	20,528	\$314,688
Expenses	4,300	1,000	14,166	\$19,466

Grand Total **\$334,154**



City Council Agenda Bill

Meeting Date: 9/23/2019 **Agenda Item:** 7b

Subject: Parks and Forestlands Regulations

Contact: Councilmembers Ryan Walters, Carolyn Moulton

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
X	Ordinance No. 3050
X	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: Create authority to issue tickets for parks and forestland alcohol violations; create new prohibition on camping, campfires, smoking, and vaping; and consolidate all parks and forestland rules in a single code chapter.

Background: The cause of the 2016 Little Cranberry fire was [determined to be smoking](#). The adopted plan for the Anacortes Community Forest Lands notes that campfires and cook fires are a problem (page 12), and calls for prohibiting fires and barbeques and any open flame used for cooking or lighting in the ACFL, and recommends “stiff fines for violations” (page 21). These measures have never been implemented.

The most effective way to deal with these relatively minor illicit behaviors is to (a) make them against the law, (b) erect signage announcing that fact, and (c) create a reasonable penalty, i.e., a civil infraction (a “ticket”). The City currently lacks these mechanisms for parks and ACFL offenses. For example, although the municipal code prohibits consumption of alcoholic beverages in city parks and forest lands, it makes such an offense a misdemeanor—punishable by up to 90 days imprisonment. Misdemeanors are time-consuming to prosecute and leave a guilty defendant with a criminal record. In the last few years, the City has properly transitioned other such minor misdemeanors (e.g., dog barking, fireworks) to ticketable offenses to improve enforceability.

The proposed ordinance would:

- Consolidate parks and ACFL rules in a single chapter of the Anacortes Municipal Code, Chapter 8.10.
- Change drinking or possession of alcohol in parks and the ACFL from a misdemeanor to a class 3 civil infraction (a \$50 ticket).
- Prohibit smoking AND vaping in city parks and the Anacortes Community Forest Lands, making it a class 1 civil infraction (a \$250 ticket).
- Prohibit fires in the ACFL and making it a class 1 civil infraction (a \$250 ticket).
- Prohibit camping in the ACFL and making it a class 2 civil infraction (a \$125 ticket).
- Require the parks director to erect signage that discloses these rules and their penalties.

Note:

- The definition of “smoking” is from RCW 70.160.020.
- The prohibition on flame of any kind in the forestlands addresses the practice of “dabbing.”
- Representatives from the Skagit County Health Department will be available at the September 23 Council meeting to address the health and fire risks of vaping and dabbing.

Previous Council/Committee Action: An earlier, similar ordinance was reviewed by the Council Parks Committee several years ago. No recommendation returned from the committee to full council.

Competing Viewpoints Considered: Previous staff objected to “enforceability”—the idea that we cannot enforce the ordinance against all of the prohibited conduct therefore should not adopt the prohibitions. Similarly, we cannot enforce every instance of drivers running stop signs or exceeding the speed limit—but we still have traffic laws because they set the community expectation for behavior, and drivers then self-police in most cases.

Recommended Motion: n/a at this time; the Two-Read Rule in Council Procedures section 7.4(b) provides that “An ordinance must be heard at two separate council meetings before it can be adopted.”

Alternative Actions: As a legislative action, Council could amend the proposed text in any number of ways.

Attachments (listed in order presented):

- Proposed Parks and Forestlands Regulations Ordinance 3050

Ordinance No. 3050

An Ordinance Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands

Whereas the adopted plan for the Anacortes Community Forest Lands notes that campfires and cook fires are a problem (page 12), and calls for prohibiting fires and barbeques and any open flame used for cooking or lighting in the ACFL, and recommends “stiff fines for violations” (page 21);

Whereas the city lacks effective mechanisms for enforcement of these rules;

Whereas, in August 2016, a fire consumed 18 acres of the Anacortes Community Forest Lands at Little Cranberry Lake, the cause of which was smoking;

Whereas the Skagit County Board of Health has adopted a prohibition on vaping in parks throughout the county, SCC 12.51.040, but that prohibition is not enforceable by city police;

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

- Section 1. New Chapter 8.10 is added to the Anacortes Municipal Code as shown in Attachment A.
- Section 2. AMC 9.20.010 and 9.20.015, concerning consumption of alcoholic beverages in city parks and forest lands, are repealed.
- Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.
- Section 4. Within 120 days of the effective date of this ordinance, the director of the City Parks and Recreation Department is directed to erect and maintain permanent signage at all City parks and at Anacortes Community Forest Land trailheads for Mt. Erie, Cranberry Lake, Whistle Lake, and Heart Lake, noting the prohibitions contained in this ordinance, the amount of the penalty, and reference to AMC Chapter 8.10.

PASSED and APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Attachment A

Chapter 8.10 Parks and the Anacortes Community Forest Lands

8.10.020 Definitions.

The definitions in this section apply to the entire Chapter.

- A. "City park" means a piece of real property owned by the City and designated as a park by the City Parks and Recreation Comprehensive Plan and denoted with appropriate signage.
- B. "Anacortes Community Forest Lands" or "ACFL" means that area of forestlands owned by the City of Anacortes and commonly designated on City maps as the Anacortes Community Forest Lands, not including Washington Park.
- C. "Smoke" or "smoking" means the carrying or smoking of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment.
- D. "Vape" or "Vaping" means the use of a vapor product, or the act of inhaling/exhaling the vapor or aerosol from a vapor product, as defined in RCW Chapter 70.345.

8.10.040 Alcoholic beverages.

- A. It is unlawful for any person or persons to drink or consume intoxicating liquor or beverages or to have in his or her possession an open container containing such intoxicating liquor or beverage within the boundaries of the Anacortes Community Forest Lands or any city park, except Washington Park.
- B. A person who violates this section is subject to a class 3 civil infraction per RCW Chapter 7.80, carrying a maximum penalty and a default amount of \$50, not including statutory assessments.

8.10.060 Smoking and Vaping.

- A. It is unlawful to smoke within any City park or the Anacortes Community Forest Lands.
- B. It is unlawful to vape or carry any active vaping device within any City park or the Anacortes Community Forest Lands.
- C. A person who violates this section is subject to a class 1 civil infraction per RCW Chapter 7.80, carrying a maximum penalty and default amount of \$250, not including statutory assessments.

8.10.080 Fires.

- A. It is unlawful to make or maintain a fire or flame of any kind, including a campfire, within the Anacortes Community Forest Lands.
- B. A person who violates this section is subject to a class 1 civil infraction per RCW Chapter 7.80, carrying a maximum penalty and default amount of \$250, not including statutory assessments.

8.10.100 Fireworks.

See AMC 8.16.010 and AMC 8.16.030.

8.10.120 Camping

- A. It is unlawful to camp or stay overnight within the Anacortes Community Forest Lands.
- B. A person who violates this section is subject to a class 2 civil infraction per RCW Chapter 7.80, carrying a maximum penalty and default amount of \$125, not including statutory assessments.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning October 7, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

October 7, 2019

- Contract Modification: Sewer Cost of Service and Rate Design Study #18-099-SEW-001 (Consent)
- Interlocal 281 with Port of Anacortes: Mutual Assistance on Minor Projects (Consent)
- Interlocal 285 with Port of Anacortes: Blanket Temporary Laydown Space Agreement (Consent)

October 14, 2019

- Mid Biennial Budget Review (Discussion)

October 21, 2019

- Mid Biennial Budget Review (Discussion)

October 28, 2019

November 4, 2019

- Public Hearing: Mid Biennial Budget Review (Discussion)

November 12, 2019

- Ordinance ____: 2019/2020 Budget Mid-biennial Review and Modification (Discussion/Possible Action)
- Resolution ____: Setting the City's Year 2020 Property Tax Regular Levy Increase (Action)

November 18, 2019

November 25, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Sep 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Sep 25, 2019, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Oct 1, 2019, 8:30 AM, City Hall
- Public Safety, Tuesday, Oct 1, 2019, 10:00 AM, Mayor's Office
- Public Works, Monday, Oct 7, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 14, 2019, 5:00 PM, Main Conference Room, City Hall
