



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

October 7, 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. Proclamation: Childhood Cancer Awareness Month
 - b. Finance Committee
 - c. Port/City Liaison Committee
 - d. Public Safety Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of September 23, 2019
 - b. Approval of Claims in the amount of: \$1,083,013.23
 - c. Contract Modification: Sewer Cost of Service and Rate Design Study #18-099-SEW-001
 - d. Street Fair Application: Anacortes High School Homecoming Parade
 - e. Contract Approval: PSE Pole Attachment Agreement #19-165-FBR-001
 - f. Memorandum of Agreement: Anacortes Museum Foundation #19-167-MUS-001
6. **Public Hearings**
7. **Other Business**
 - a. * Ordinance 3050: Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands (Discussion/Possible Action)
 - b. * Ordinance 3051: Repealing Fees for Certain Administrative Land Use Actions and Resolution 2059: Updating Unified Fee Schedule to Add City Planning Fees and Implement a Credit Card Fee (Discussion/Possible Action)
 - c. * Updated Sewer Rates and Updated General Facilities Charges (GFCs) for Water and Sewer (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 14, 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 14, 2019

- Public Hearing: Ordinance 3049 vacating 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) (Discussion/Possible Action)
- Mid Biennial Budget Review (Discussion)

October 21, 2019

- Mid Biennial Budget Review (Discussion)

October 28, 2019

October 30, 2019

Special Meeting: Shoreline Master Program Update Open House

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

- Solid Waste Collection Schedule Review (Discussion)

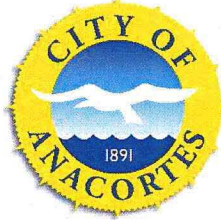
November 25, 2019

December 2, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Oct 7, 2019, 5:00 PM, CANCELLED
- 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
- Public Works, Monday, Oct 21, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 28, 2019, 5:00 PM, Main Conference Room, City Hall



PROCLAMATION

WHEREAS, 1 in 285 children in the United States will be diagnosed with Cancer by their 20th birthday or 15,780 children annually who are diagnosed, and;

WHEREAS, there are approximately 40,000 children on active treatment at any given time, and, nearly 2,000 American children under the age of nineteen still die each year from cancer, and;

WHEREAS, of the surviving patients two-thirds will have chronic health conditions as a result of their treatment toxicity, including conditions later on in life such as ailments related to – heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

WHEREAS, cancer is the leading killer of children by disease and the causes of childhood cancer are largely unknown, more studies are needed to understand which treatments work best for children; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and; although the five-year survival rate for childhood cancers has reached 80 percent the City of Anacortes recognizes that there are unique research needs of childhood cancer; and

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

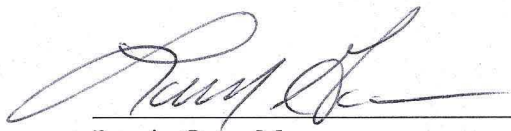
WHEREAS, Anacortes is a caring community that supports children and families and too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE BE IT RESOLVED, that Mayor Laurie Gere of the City of Anacortes declares the month of September 2019, to be

CHILDHOOD CANCER AWARENESS MONTH

In the City of Anacortes and encourages all citizens to support this cause which impacts children and their families in our community and communities across our country.

Signed this 27th day of September, 2019.


Laurie Gere, Mayor



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



Anacortes City Council

**Municipal Building Council Chambers
904 Sixth Street**

**October 7, 2019
6:00 p.m.**

PUBLIC COMMENT SIGN IN SHEET

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. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
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City Council Minutes – September 23, 2019

Mayor Laurie Gere called to order the Anacortes City Council meeting of September 23, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Brad Adams, Carolyn Moulton and Matt Miller were present. Councilmember Bruce McDougall participated in the meeting via telephone. Councilmember Anthony Young was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor's Award of Merit: Mayor Gere presented the Award of Merit to Planning Manager Libby Grage.

Councilmember Anthony Young joined the meeting at approximately 6:04 p.m.

Planning Committee: Mr. Walters reported from the committee meeting earlier in the evening at which revisions to the land use permit review fee schedule were discussed. He said the committee also discussed the need for a white paper on city efforts relating to affordable housing.

Mayor Gere reminded the public of Diaper Need Awareness Week and invited the public to visit the Skagit County Diaper Bank website for more information.

Housing Affordability and Community Services Committee: Ms. Moulton reported from the committee meeting the prior week at which those present discussed the search for a cold weather shelter, short term rental regulations, the multifamily tax exemption program, and updating the affordable housing strategic plan.

Mayor Gere reported from her recent trip to Sister City Vela Luka, Croatia. Mayor Gere and Mr. Adams both attended this trip at no expense to the city.

Public Comment

Ronald Fernandez, a resident on 15th Street, commented on how loud the music was at the Oyster Run and other downtown events and said the police told him they did not have a certified decibel meter. He asked that the noise ordinance be enforced, saying the 110 db he had measured with his phone was loud enough to cause hearing damage. Mr. Fernandez also commented on a recent proposal for a 65-foot tall apartment building. He said that height is excessive and said that others agreed with him.

Brian Wetcher, 814 26th Street, referred to two recent emails he had sent to Council regarding the efficacy and durability of clay capping landfills. Mr. Wetcher said that clay caps and liners are failing catastrophically around the nation. He asked Council to review the materials he had submitted with an eye to the long term maintenance of the former A Avenue dump. He suggested establishing a funding mechanism for remedial action in the future in case that should become necessary.

Consent Agenda

Mayor Gere removed Item 5f, 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", from the consent agenda and moved it to a later portion of the agenda under Other Business.

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

- 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)
- 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

The following vouchers/checks were approved for payment:

EFT numbers: 94651 through 94710, total \$423,867.51

Check numbers: 94647 through 94650 and 94711 through 94753, total \$206,016.95

Wire transfer numbers: 255939 through 256252, total \$1,163.35

OTHER BUSINESS

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”

City Attorney Darcy Swetnam introduced Resolution 2056, summarized the vacation process, and explained the objection that had been raised to the subject vacation by Matt and Kim Lieske. Ms. Swetnam’s slide presentation was added to the packet materials for the meeting. Ms. Swetnam concluded that Council’s course of action depended on its determination whether Pacific Ridge Properties, LLC (Lieske property) is an abutting property owner under RCW 35.79.010 and AMC 12.50.070.

Matt Lieske, 15681 N Deception Shores Drive and 1119 8th Street, displayed a Skagit County property map which was added to the packet materials for the meeting. Mr. Lieske argued that he was an abutting property to the area proposed to be vacated, which he demonstrated was depicted as a single parcel on the county website. Mr. Lieske urged Council not to approve Resolution 2056.

Jeroldine Hallberg, representing D Hill Group LLC, the street vacation applicant, related the history of the vacation petition and staff’s determination that securing adequate support for a petition depended only on property owners abutting the portion of the property requested to be vacated. She displayed a diagram of the property in question and referenced letters of support from other members of D Hill LLC, which were added to the packet materials for the meeting. Ms. Hallberg urged Council to approve Resolution 2056 without delay.

Mr. Miller maintained that owners of the property directly east of the property proposed to be vacated were abutting property owners in addition to the owners of the properties to the north and south. Mr. Johnson said it was premature for Council to determine who the abutting property owners were and asked to see the case relevant law mentioned by Mr. Lieske. Mr. Miller requested more information on precedent to guide Council’s decision in this matter.

Mr. Young recused himself from voting on this matter.

Ms. Swetnam invited Council to move to clarify AMC 12.50.070 which would preclude action on the resolution. Mr. Walters said Council should revise the code instead. Ms. Swetnam advised that AMC 12.50 was currently undergoing a rewrite.

Mr. Miller moved, seconded by Mr. Adams, to find that the petition for vacation was incomplete because it failed to secure the signatures of two thirds of the abutting property owners.

Mr. Walters moved, seconded by Mr. Adams, to amend the motion to add direction to staff to bring back a draft ordinance revising AMC 12.50. Ms. Swetnam indicated a first draft could come back to Council within a month.

Vote on amendment: Ayes – Walters, Adams, Moulton, McDougall, Miller and Johnson. Abstain – Young. Motion carried.

Vote on amended motion: Ayes – Walters, Adams, McDougall, Miller and Johnson. Nays – Moulton. Abstain – Young. Motion carried.

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

City Engineer Eric Shjarback requested 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 Street to 13th Street portion of the Commercial Avenue Corridor Plan Phase 1 project. Mr. Shjarback reviewed the nature and scope of the project; his slide presentation was added to the packet materials for the meeting. He responded to councilmember questions about coordinating the project with the larger South Commercial Avenue plan.

Mr. Young moved, seconded by Ms. Moulton, to 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 Avenue Corridor Plan Phase 1 - 11th Street to 13th Street Design. Vote: Ayes – Adams, Moulton, McDougall, Miller, Johnson, Young and Walters. Motion carried.

Ordinance 3050: Adopting New AMC Chapter 8.10 Regarding City Parks and the Anacortes Community Forest Lands

Mr. Walters presented draft Ordinance 3050 and summarized its intent and construction, referring to the agenda bill included in the packet materials for the meeting. Julie de Losada, Skagit County Public Health, responded to councilmember questions about Skagit County code forbidding smoking and vaping in public places where children congregate. Ms. Moulton observed that Ordinance 3050 would thus be consistent with the rest of the county. Mr. Miller had no objection to the proposed ordinance but asked how many signs would be required to comply with the ordinance; Mr. Walters and Ms. De Losada responded. Mr. Johnson asked about the penalty fees for camping in the forestlands and how those might accrue to homeless individuals. Ms. Moulton noted that the ordinance would prohibit camping in the forestlands but not in all city parks. Mr. Miller invited constituents to provide Council with feedback on the draft ordinance. Mr. Adams inquired how the Police Chief, Parks Director, Forest Advisory Board and Parks and Recreation Commission had responded to the draft ordinance.

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

Brian Wetcher, 814 26th Street, spoke as a member of the Forest Advisory Board. He expressed reservations about the mechanics of enforcement, noting a shortage of officers in the woods. Mr. Wetcher also spoke to the need to enforce the leash law in the forestlands. He asked to see the ordinance expanded to allow for civil enforcement of a number of prohibitions listed in the Comprehensive Plan.

Ward MacKenzie, 1302 7th Street, said it was a good idea to create an enforceable code of conduct but said he was really concerned with allowing anyone to set up a tent in a public park and preclude the use of that park by the citizens.

There being no further business, at approximately 8:05 p.m. the Anacortes City Council meeting of September 23, 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 October 7, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256254	7/19/2018	180654-5323	LAB/COR, INC.	CRYPTO-GIARDIA ANALYSIS	\$ 900.00	dwtpt
256679	4/22/2019	24463	DAVIDO CONSULTING GROUP, INC.	TURSI PARK ZIP LINE RETROFIT- ENGINEERING SERVICES	\$ 2,500.00	parks1
256675	7/14/2019	T19-013.02	TUTTLE ENGINEERING AND MGMT	GRAND VIEW CEMETERY EXPANSION - PHASE 1 - JUNE 2019	\$ 4,713.25	parks1
256440	7/18/2019	266114A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 433.17	pwfac
256443	7/23/2019	S3713955.001	BUILDERS' HARDWARE & SUPPLY	PAD LOCK CORES	\$ 88.05	pwfac
256445	7/23/2019	S37139555.002	BUILDERS' HARDWARE & SUPPLY	PAD LOCKS NO COREE	\$ 205.44	pwfac
256803	7/31/2019	1632188	INTERMOUNTAIN SLURRY SEAL INC.	SLURRY SEAL 2018	\$ 203,927.80	pw1
256804	7/31/2019	1632225	INTERMOUNTAIN SLURRY SEAL INC.	SLURRY SEAL 2019	\$ 206,288.08	pw1
256314	8/2/2019	46446	CITIES DIGITAL, INC.	DOCUSIGN ANNUAL SUBSCRIPTION	\$ 2,989.25	finance
256426	8/23/2019	59672	COMMERCIAL FIRE PROTECTION INC	FACILITY FIRE EXTINGUISHERS INSPECTIONS	\$ 1,440.68	pwfac
256795	8/25/2019	41873	GEO-TEST SERVICES, INC	GROUND PENETRATING RADAR SERVICE FOR THE WWTP	\$ 850.20	dwwtp
256670	8/26/2019	16-446	LOUIS NUTTER SR	WTP LAGOON 2 SEDIMENT REMOVAL	\$ 24,683.75	dwtpt
256800	8/26/2019	9836946319	VERIZON WIRELESS	WTP SCADA MODEM 7/27-8/26/19	\$ 510.89	dwtpt
256441	8/27/2019	264936	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 751.06	pwfac
256579	8/27/2019	38505	DIMENSIONAL COMMUNICATIONS INC	REPLACE BASEBALL FIELD SOUND SYSTEM	\$ 1,066.60	parks1
256439	8/27/2019	1297086	SURETY PEST CONTROL	RODENT CONTROL @ HITY HALL	\$ 43.48	pwfac
256906	8/27/2019	13820	WASHINGTON FIRE CHIEFS	PAYMENT REMAINING ON MECHANICS CONFERENCE - MARTIN	\$ 50.00	medic
256788	8/28/2019	9836993697	VERIZON WIRELESS	CITY CELL PHONES 7/29-8/28/19	\$ 10,322.86	finance
256895	8/30/2019	89935	BLYTHE PLUMBING & HEATING, INC	HVAC UNIT - HYPO ROOM BELT REPLACEMENT	\$ 425.15	dwtpt
256709	8/30/2019	158643	INFOSEND, INC.	AUGUST 2019 PROCESSING	\$ 3,441.23	finance
256555	8/31/2019	CL93401	REISNER DISTRIBUTOR INC	VEHICLE FUEL - AUGUST	\$ 20,945.17	finance
255800	8/31/2019	INV00541072	SMARSH, INC	TEXT ARCHIVING SOFTWARE PRORATION CHARGE	\$ 71.39	infosys
256820	9/4/2019	01-48891	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 103 5TH AVE 7-921	\$ 1,183.88	pw1
256827	9/4/2019	01-48892	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - WWTP 7-903	\$ 1,181.12	pw1
256828	9/4/2019	01-48895	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - WWTP 7-902	\$ 1,181.12	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256834	9/4/2019	01-48836	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - WWTP 7-904	\$ 1,369.11	pw1
256576	9/4/2019	20191009	SYSTEMS DESIGN WEST, LLC	AMBULANCE BILLING AUG	\$ 3,333.55	finance
256907	9/4/2019	14097	WASHINGTON FIRE CHIEFS	PAYMENT REMAINING - MECHANICS CONFERENCE - PARRETT	\$ 50.00	medic
256819	9/5/2019	01-49001	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 1517 R AVE 7-923	\$ 1,075.24	pw1
256822	9/5/2019	01-48999	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 2712 FIR CREST DR 7-919	\$ 1,078.00	pw1
256833	9/5/2019	01-49000	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - FIRE STATION 1 2909A	\$ 1,369.11	pw1
256796	9/6/2019	1063505	BUILDERS EXCHANGE OF	POST BID DOCS FOR 2019 ASPHALT OVERLAY STRIPING PROJECT 19-004-TRN-004	\$ 45.00	pw1
256817	9/6/2019	01-49181	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - OPERATIONS SHOP 9-902A	\$ 1,369.11	pw1
256818	9/6/2019	01-49173	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - B AVE 7-913	\$ 2,039.23	pw1
256821	9/6/2019	01-49184	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 1118 EDWARDS WY 7-920	\$ 1,388.70	pw1
256823	9/6/2019	01-49182	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 2803 T AVE 7-918	\$ 1,061.19	pw1
256824	9/6/2019	01-49261	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 9430 S MARCH POINT RD 7-917	\$ 1,273.58	pw1
256835	9/6/2019	01-49188	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - FIRE STATION 2 2910	\$ 1,200.70	pw1
256610	9/6/2019	12707	RAINBOW METALS, INC.	STREET TREE PLAQUE REPLACEMENT - TIERNEY	\$ 194.14	parks1
256577	9/7/2019	100145	LAKESIDE INDUSTRIES, INC.	ASPHALT - WA PARK	\$ 199.96	parks1
256825	9/9/2019	01-49433	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 5910 CABANA 7-915	\$ 2,608.92	pw1
256826	9/9/2019	01-49434	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - 8071 MARCH PT RD 7-905	\$ 1,682.11	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256832	9/9/2019	01-49432	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 2102 PENNSYLVANIA AVE 6-953	\$ 1,494.71	pw1
256322	9/9/2019	0551232855	HONEY BUCKET	MT. ERIE - WEEKLY SERVICE 9-9 TO	\$ 119.50	parks1
256275	9/9/2019	300000290035	PUGET SOUND ENERGY INC	MUSEUM 8/6-9/5/19	\$ 179.30	museum
256607	9/9/2019	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 8/6-9/5/19	\$ 3,864.34	parks1
256315	9/11/2019	306538	DITCH WITCH WEST	VALVE 1 1/4" FOR #860	\$ 145.43	dshop
256567	9/11/2019	115710049	LINDQUIST, THAD	REIMBURSE VISION SERVICES, LEOFF1 RETIREE	\$ 35.00	hr
256606	9/12/2019	INV10549	BOULDER BIBS	ART DASH BIBS	\$ 171.75	parks1
256830	9/12/2019	01-49829	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 301 BLUE HERON CIRCLE 6-938	\$ 2,036.45	pw1
256831	9/12/2019	01-49830	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 3802 MARINE HEIGHTS 6-952	\$ 1,494.71	pw1
256809	9/12/2019	1633-34	MAKERS ARCHITECTURE	ZONING, DEV & DESIGN STDS - AUGUST 2019	\$ 1,065.00	plan
256258	9/12/2019	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 8/6-9/5/19	\$ 3,892.74	dwtp
256435	9/12/2019	ReimbCalebR	ROLLO, JAMES	TRAVEL EXPENSE VOUCHER - WCIA SUPERVISOR CLASS - CALEB R	\$ 96.00	dwtp
256369	9/12/2019	L132582	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 18-18	\$ 41,053.52	finance
256370	9/12/2019	0117361-IN	SWS EQUIPMENT	PUMP SEAL KIT- VEH #511	\$ 123.41	dshop
256677	9/13/2019	458	AQUA-TERR SYSTEMS INC	VOLUNTEER PARK MASTER PLAN	\$ 16.50	parks1
256429	9/13/2019	23261	COMMERCIAL FIRE PROTECTION INC	FIRE ALARM HORN/STROBE INSTALLATION @ CITY HALL AFTER CONSTRUCTION	\$ 754.37	pwfac
256829	9/13/2019	01-49961	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 4155 SAN JUAN BLVD 6-913	\$ 1,385.93	pw1
256836	9/13/2019	01-49960	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING/SERVICING - 2100 FERRY TERMINAL RD 7-914	\$ 1,746.42	pw1
256837	9/13/2019	01-49959	CUMMINS, INC.	2019 CUMMINS ANNUAL GENERATOR TESTING AND SERVICING - POLICE DEPT 1-903	\$ 1,724.06	pw1
256668	9/13/2019	BM 18948 S	DITCH WITCH WEST	DITCH WITCH DUAL FREQUENCY TRACKER	\$ 22,427.95	wdist
256562	9/13/2019	11634504	HACH COMPANY	HYDROCHLORIC ACID STANDARD, TIRTAVER EDTA STANDARD	\$ 114.33	dwtp
256565	9/13/2019	115875046	LINDQUIST, THAD	REIMBURSE VISION, LEOFF1 RETIREE	\$ 184.00	hr
256371	9/13/2019	MV220254	MOTOR TRUCKS, INC	AIR DRYER- VEH #512	\$ 713.76	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
256604	9/14/2019	2-553331-27	DIAMOND RENTALS, INC.	TOILET RENTALS @ CEMETERY, THOMPSON	\$ 449.90	parks1
256330	9/14/2019	100990	LAKESIDE INDUSTRIES, INC.	ROCK SALES- WATER DEPT	\$ 526.91	wdist
256569	9/15/2019	212719	SKAGIT PUBLISHING LLC	POSITION AD, NETWORK TECH, SEASONAL WATER. IT INTERNSHIP	\$ 731.81	hr
256272	9/16/2019	BI-0334504	BECKWITH & KUFFEL	REPLACEMENT BEARINGS FOR SAND PUMP	\$ 575.08	dwtpt
256673	9/16/2019	1200216162	HDR ENGINEERING, INC	SKAGIT RIVER 42" WATER LINE PROJECT - PHASE 1 - 8/4/19-9/12/19	\$ 7,399.00	dwtpt
256674	9/16/2019	1200216166	HDR ENGINEERING, INC	PILOT-SCALE & FULL-SCALE TESTING FOR WTP FILTERS RE-RATING - 8/4/19-8/31/19	\$ 1,154.85	dwtpt
256383	9/16/2019	2019-11	HEART OF ANACORTES, LLC	SUMMER CONCERT SERIES 2019	\$ 3,250.00	parks1
256327	9/16/2019	001-445920	PISTON SERVICE OF ANACORTES	REPAIR PARTS #221	\$ 53.67	dshop
256706	9/16/2019	ReimbSchuh	SCHUH, EMILY	TRAVEL REIMBURSEMENT	\$ 154.54	admsrv
256805	9/16/2019	1143	VARIUS INC	WATER SYSTEM EARTHQUAKE EARLY WARNING SYSTEM - PHASE 1 & 2	\$ 26,113.00	dwtpt
256319	9/17/2019	901625	DITCH WITCH WEST	SERVICE TECHNICIAN TROUBLESHOOT ISSUES	\$ 1,243.30	dshop
256316	9/17/2019	316976	DOORMAN COMMERCIAL, LLC	DOOR REPAIR AT OPS	\$ 418.50	dshop
256682	9/17/2019	WAANA119509	FASTENAL COMPANY	OPERATING SUPPLIES- VEH #704	\$ 52.31	dshop
256680	9/17/2019	19411.05	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 25 UNIT APT	\$ 652.47	plan
256317	9/17/2019	3986-440923	O'REILLY AUTO PARTS	REPAIR PARTS #023	\$ 53.24	dshop
256318	9/17/2019	3986-440914	O'REILLY AUTO PARTS	BRAKE TOOLS #023	\$ 65.21	dshop
256329	9/17/2019	001-446042	PISTON SERVICE OF ANACORTES	REPAIRS FOR #023A	\$ 103.49	dshop
256374	9/17/2019	001-446113	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #022	\$ 11.20	dshop
256676	9/17/2019	T19-013.03	TUTTLE ENGINEERING AND MGMT	GRAND VIEW CEMETERY EXPANSION - PHASE 1 - JULY/AUGUST 2019	\$ 13,933.49	parks1
256312	9/17/2019	331 0481104	UNIFIRST CORPORATION	LAUNDRY - WATER DEPT	\$ 59.39	wdist
256324	9/18/2019	September 18, 2019	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER HOLIDAY WREATH	\$ 2,255.05	plan
256393	9/18/2019	3909	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A06844	\$ 163.05	apd
256444	9/18/2019	4064	ANACORTES TOWING, LLC	TOWING FEES- VEH #031	\$ 168.49	dshop
256323	9/18/2019	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 8/21-9/17/19	\$ 76.41	admsrv
256325	9/18/2019	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVE - DEPOT 8/21-9/17/19	\$ 47.11	parks1
256326	9/18/2019	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST - 8/21-9/17/19	\$ 15.23	parks1
256328	9/18/2019	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR #B 8/21-9/17/19	\$ 13.00	parks1
256365	9/18/2019	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 8/21-9/17/19	\$ 22.69	parks1
256366	9/18/2019	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 08/21-09/17/19	\$ 74.06	dshop
256368	9/18/2019	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 8/21-9/17/19	\$ 13.00	dwwtp
256392	9/18/2019	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 8/21-9/17/19	\$ 245.31	apd
256556	9/18/2019	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 8/21-9/17/19	\$ 24.14	museum

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256557	9/18/2019	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 8/21-9/17/19	\$ 14.50	museum
256558	9/18/2019	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 8/21 TO 9/17/19	\$ 113.52	publib
256911	9/18/2019	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 8/21 - 9/17/19	\$ 36.07	medic
256912	9/18/2019	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 8/21 - 9/17/19	\$ 21.20	medic
256427	9/18/2019	19-35487	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtp
256428	9/18/2019	19-35637	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtp
256430	9/18/2019	19-34115	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtp
256447	9/18/2019	126765	FRONTIER FORD	TRIM PANNEL- VEH #100	\$ 103.23	dshop
256378	9/18/2019	MV220573	MOTOR TRUCKS, INC	BRAKE PARTS- VEH #612	\$ 318.78	dshop
256380	9/18/2019	MV220551	MOTOR TRUCKS, INC	TAIL LIGHT- VEH #807	\$ 52.44	dshop
256792	9/18/2019	1181712	SKAGIT PUBLISHING LLC	PUBLISH AA-1944871 AA-1975069 AA-1945368 AA-1945414 AA-1945421	\$ 767.34	finance
256570	9/18/2019	107523	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES	\$ 374.00	hr
256893	9/18/2019	1305123	SURETY PEST CONTROL	ANACORTES MUSUEM PEST CONTROL	\$ 44.57	pwfac
256434	9/18/2019	331 0481265	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 117.10	dwtp
256367	9/19/2019	98	ANACORTES ARTS FESTIVAL	PORT A JOHNS HONEY BUCKET RENTALS FOR ART DASH	\$ 965.36	pkrec
256391	9/19/2019	1991422927	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
256436	9/19/2019	1991422935	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 65.55	finance
256446	9/19/2019	1991422936	ARAMARK	OPS: MAT CLEANING 09/19/19	\$ 41.63	dshop
256442	9/19/2019	266702	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 398.89	pwfac
256802	9/19/2019	W519	BLYTHE PLUMBING & HEATING, INC	WWTP SERVER ROOM HVAC SYSTEM	\$ 7,228.55	pw1
256388	9/19/2019	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 8/21-9/17/19	\$ 13.75	finance
256575	9/19/2019	N03472	DEPARTMENT OF HEALTH	SANITARY SURVEY FEE	\$ 765.00	dwtp
256783	9/19/2019	1-586400	DIAMOND RENTALS, INC.	ROD END & SCREWS- #706A	\$ 143.53	dshop
256566	9/19/2019	176	ESPRI	AEROBIC SPORE CHALLENGE STUDY MATERIALS	\$ 2,850.00	dwtp
256559	9/19/2019	09/19/2019	FIDALGO CLEANING	MUSEUM CLEANING	\$ 100.00	museum
256561	9/19/2019	09/19/2019	FIDALGO CLEANING	MARITIME HERITAGE CENTER CLEANING 9/5-9/19/19	\$ 50.00	museum
256608	9/19/2019	401360	KRIEG CONSTRUCTION, INC	GRAVEL - GUEMES TRAIL	\$ 132.46	parks1
256609	9/19/2019	401351	KRIEG CONSTRUCTION, INC	ASPHALT - GUEMES TRAIL	\$ 465.46	parks1
256707	9/19/2019	50193	KRIEG CONSTRUCTION, INC	MATERIAL FOR GUEMES CHANNEL TRAIL	\$ 649.94	parks1
256382	9/19/2019	10209968	MUIA, AMY	REFUND - MUIA - 2 NIGHTS CAMPING	\$ 39.00	parks1
256372	9/19/2019	001-446254	PISTON SERVICE OF ANACORTES	TAIL LAMP- VEH #178	\$ 195.66	dshop
256811	9/19/2019	P1829-1	QCC QUALITY CONTROLS CORP.	TELEMETRY RTU FOR WWTP SYSTEMS GENERATOR MONITORING	\$ 3,775.00	dwwtp
256708	9/19/2019	219164	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 67.83	dwtp
256396	9/19/2019	1032	THE CLEAN TEAM	CITY HALL MAIN FLOOR DEEP CLEANING AFTER CONSTRUCTION	\$ 1,169.78	pwfac
256381	9/19/2019	191276	T-SHIRTS BY DESIGN	SOCCER T SHIRTS	\$ 165.22	parks1

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256433	9/19/2019	KT580778	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,674.99	dwtp
256377	9/19/2019	114987	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 168.26	dshop
256387	9/19/2019	114986	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 210.00	finance
256432	9/19/2019	114989	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 18.50	dwtp
256572	9/19/2019	114985	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 122.50	medic
256394	9/19/2019	REIMB	WOLFSWINKEL, KARL	PARKING FOR TRAINING; WOLFSWINKEL-SOCIAL MEDIA SUMMIT	\$ 10.00	apd
256512	9/20/2019	206009-5	BIRCH EQUIPMENT CO., INC	LIBRARY GENERATOR RENTAL	\$ 302.04	finance
256431	9/20/2019	92737377	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 4,850.28	dwtp
256913	9/20/2019	WAANA119634	FASTENAL COMPANY	EXTRICATION GLOVES, WORK GLOVES, BATTERIES, FLASHLIGHT	\$ 504.49	medic
256808	9/20/2019	2914-21909035	FCS GROUP	SEWER COST OF SERVICE AND RATE DESIGN STUDY - THROUGH 9/20/19	\$ 4,637.50	pw1
256681	9/20/2019	0160343	GEOENGINEERS, INC.	CRITICAL AREAS REGULATIONS UPDATE - TECHNICAL SUPPORT - 6/22/19-8/23/19	\$ 2,187.00	plan
256384	9/20/2019	100998683	GHA TECHNOLOGIES INC	FIBER NETWORK ELECTRONICS	\$ 688.38	fiber
256813	9/20/2019	3612	NW CLEANERS	2019-2020 JANITORIAL SERVICES - SEPTEMBER 2019	\$ 4,539.00	pw1
256807	9/20/2019	678	POHLI, INC	2019 WTP LAB EQUIPMENT PREVENTATIVE MAINTENANCE - SEPT 2019	\$ 819.13	dwtp
256678	9/20/2019	P0001-30	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - AUGUST 2019	\$ 245.00	dwwtp
256901	9/20/2019	AFD Q4 19	SKAGIT 911	4RH QTR 2019 RADIO MAINTENANCE/MANAGEMENT	\$ 4,769.00	medic
256390	9/20/2019	5022260	SKAGIT VALLEY HERALD	SKAGIT VALLEY HERALD ANNUAL SUBSCRIPTION	\$ 228.80	apd
256395	9/20/2019	2431	SOUND COMPUTING SOLUTIONS, INC	FIBER MOCA DEVICE PURCHASE	\$ 574.20	fiber
256798	9/20/2019	9838511129	VERIZON WIRELESS	SCADA COMMUNICATION 8/21-9/20/19	\$ 1,098.77	dwwtp
256683	9/20/2019	1941399	WASHINGTON TRACTOR, INC	TIE ROD ASSEMBLY- VEH #704	\$ 304.75	dshop
256424	9/21/2019	1226743	FOSTER PEPPER PLLC	CLEAN WATER ACT CITIZEN SUIT MATTER #103	\$ 23,028.50	legal
256425	9/21/2019	1226744	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER NO. 96	\$ 363.00	legal
256612	9/21/2019	101809	LAKESIDE INDUSTRIES, INC.	ASPHALT- WATER DEPT	\$ 777.88	wdist
256508	9/22/2019	8128176218	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$ 83.08	finance
256510	9/22/2019	8128173576	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	\$ 23.76	apd
256437	9/23/2019	1991426660	ARAMARK	WWTP LAUNDRY SERVICE	\$ 77.77	dwwtp
256573	9/23/2019	4641386	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 842.87	medic
256448	9/23/2019	41600330744	LES SCHWAB TIRE CENTERS	TIRE- VEH #404A	\$ 290.11	dshop
256927	9/23/2019	63575	LUCAS HOLDINGS, LLC	APL ADULT CARD	\$ 686.00	publib
256438	9/23/2019	3606	NW CLEANERS	WA PARK BATHROOM DEEP CLEANING	\$ 500.00	pwfac
256563	9/24/2019	126401	ALAN WEBB AUTOMOTIVE GROUP	2019 NISSAN FRONTIER	\$ 24,593.38	dshop

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256929	9/24/2019	ReimbBarefoot	BAREFOOT, RUTH	TRAVEL REIMBURSEMENT	\$ 255.62	publib
256574	9/24/2019	4643235	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 19.37	medic
256664	9/24/2019	19-35422	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	\$ 49.00	dwtpt
256665	9/24/2019	19-36457	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
256705	9/24/2019	0811144	FERGUSON ENTERPRISES, INC	SMPCL AY-COMMAND LINK SMART POINT	\$ 640.29	wdist
256611	9/24/2019	10183618	GAULL, JIM	REFUND CAMPING RESERVATION	\$ 61.00	parks1
256568	9/24/2019	1202546	GENERAL PACIFIC INC	NETWORK HARDWARE	\$ 100.00	fiber
256507	9/24/2019	100999743	GHA TECHNOLOGIES INC	FIBER SERVER CONSOLE	\$ 3,151.76	fiber
256560	9/24/2019	1255576864	GRAY, MATTHEW	DENTAL SERVICES, STRICKERT, ROBERT, LEOFF1 RETIREE	\$ 150.00	hr
256810	9/24/2019	1690	LIFETIME ROOFING, INC.	ANACORTES PUBLIC LIBRARY ROOF REPLACEMENT	\$ 72,752.47	pw1
256578	9/24/2019	001-446650	PISTON SERVICE OF ANACORTES	SUPPLIES- VEH #031A	\$ 60.74	dshop
256768	9/24/2019	001-446716	PISTON SERVICE OF ANACORTES	FUSE- VEH #008A	\$ 8.48	dshop
256923	9/24/2019	ReimbStewart	STEWART, JOANN	CDBG = TRAVEL TO COEUR D'ALENE ID 9/22- 9/25, 2019	\$ 154.00	plan
256898	9/24/2019	2791925	STRYKER SALES CORPORATION	POWER KIT FOR STRETCHER	\$ 1,115.19	medic
256671	9/24/2019	Pay App 5	TRINITY CONTRACTORS, INC	DOWNTOWN SIDEWALKS PHASE 4	\$ 26,516.83	pw1
256806	9/24/2019	Pay App 7	TRINITY CONTRACTORS, INC	2019 ASPHALT OVERLAY - UTILITY AND PEDESTRIAN IMPROVEMENTS	\$ 818.13	pw1
256603	9/24/2019	331 0482189	UNIFIRST CORPORATION	WATER DEPT LAUNDRY	\$ 59.39	wdist
256921	9/24/2019	95485	VECA ELECTRIC & TECHNOLOGIES	CITY HALL REMODEL PROJECT - FINANCE/FIBER ELECTRICAL	\$ 7,744.88	pw1
256910	9/25/2019	92519	AIR HEALTH SERVICES	CITY HALL HVAC/BOILER SYSTEMS DUCT CLEANING	\$ 14,674.50	pw1
256778	9/25/2019	3912	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A07057	\$ 163.05	apd
256779	9/25/2019	3911	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A07049	\$ 163.05	apd
256766	9/25/2019	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 10/5-11/4/19	\$ 191.15	finance
256605	9/25/2019	2020WAG994323	DEPARTMENT OF ECOLOGY	HEART LAKE WATER QUALITY PERMIT	\$ 647.00	parks1
256794	9/25/2019	INVOICE	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING (8/26/19-9/25/19)	\$ 253.27	apd
256900	9/25/2019	09/25/2019	ECONOWASH LAUNDRY & DRY	LAUNDRY - KENNEDY 8/26-9/25/19	\$ 22.83	medic
256666	9/25/2019	19-36472	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
256920	9/25/2019	135462	LITHTEX NORTHWEST, LLC	MOTION FOR CONTINUANCE FORMS	\$ 151.65	court
256797	9/25/2019	0555464-IN	NATIONAL SAFETY, INC	COMBI TESTGAS CYLINDER	\$ 432.63	dwwtp
256767	9/25/2019	001-446842	PISTON SERVICE OF ANACORTES	DISC PADS, DRUM/ROTOR- VEH #155	\$ 228.12	dshop
256791	9/25/2019	1182549	SKAGIT PUBLISHING LLC	PUBLISH AA-1947734	\$ 81.20	finance
256613	9/25/2019	191286	T-SHIRTS BY DESIGN	EXTRA SHIRTS FOR CITY SOCCER LEAGUE	\$ 41.31	pkrec
256614	9/25/2019	ReimbSeth	VAN WYCK, SETH	OPERATOR 4 APPLICATION AND TEST FEES	\$ 187.00	dwtpt
256684	9/26/2019	1991432795	ARAMARK	OPS: MAT CLEANING 09/26/19	\$ 34.96	dshop
256765	9/26/2019	1991432794	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 63.79	finance

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256777	9/26/2019	1991432788	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
256892	9/26/2019	171774	FIELD INSTRUMENTS & CONTROLS	LEVEL SENSOR	\$ 1,355.71	dwwtp
256781	9/26/2019	126916	FRONTIER FORD	CIRCUIT BOARD- #008B	\$ 38.98	dshop
256780	9/26/2019	013806940	GALLS, LLC.	UNIFORM SHIRT AND 2 PANT; OFC FABER	\$ 181.30	apd
256769	9/26/2019	001-446952	PISTON SERVICE OF ANACORTES	BRAKE ROTOR, DISC PAD SET- #018A	\$ 227.11	dshop
256770	9/26/2019	001-446942	PISTON SERVICE OF ANACORTES	FILTER- VEH #018	\$ 12.07	dshop
256771	9/26/2019	001-446872	PISTON SERVICE OF ANACORTES	RACK & PINNION - #155	\$ 321.63	dshop
256812	9/26/2019	P1819-2	QCC QUALITY CONTROLS CORP.	WTP CONTROLS MODIFICATIONS PROJECT - PHASE 1 DESIGN & INSTALLATION	\$ 148,102.50	dwwtp
256801	9/26/2019	0243629-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 5,391.38	dwwtp
256914	9/26/2019	191307	T-SHIRTS BY DESIGN	HATS, SWEATSHIRT	\$ 129.67	medic
256784	9/27/2019	19-36908	EDGE ANALYTICAL, INC	COLIFORM ANALYSIS- S MARCH PT RD	\$ 15.00	wdist
256164	9/27/2019	801661	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$ 4,699.71	dwwtp
256950	9/27/2019	41600331364	LES SCHWAB TIRE CENTERS	TIRES DISMOUNT / MOUNT #513	\$ 76.09	dshop
256932	9/27/2019	001-446998	PISTON SERVICE OF ANACORTES	BATTERY TERMINAL LUG VEH #203	\$ 11.76	dshop
256934	9/27/2019	001-447038	PISTON SERVICE OF ANACORTES	CABLES, BAT TERM LUG, SHRINK WRAP #203	\$ 82.77	dshop
256764	9/28/2019	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 9/28-10/27/19	\$ 79.74	finance
256773	9/28/2019	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINE 9/28-10/27/19	\$ 208.87	apd
256774	9/28/2019	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 9/28-10/27/19	\$ 72.92	apd
256775	9/28/2019	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 9/28-10/27/19	\$ 85.58	apd
256776	9/28/2019	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 9/28-10/27/19	\$ 304.23	apd
256787	9/28/2019	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS BACK-UP LINES: 09/28-10/27/19	\$ 71.93	dshop
256799	9/28/2019	360-299-0813-1017915	FRONTIER COMMUNICATIONS	WWTP 9/28-10/27/19	\$ 315.40	dwwtp
256916	9/28/2019	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3: PHONE/FAX/INTERNET 9/28-10/27/19	\$ 81.36	medic
256926	9/28/2019	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 9/28-10/27/19	\$ 56.96	publib
256782	9/28/2019	ReimbNewson	NEWSOM, VALERIE	UNIFORM SHOE ALLOWANCE; RECORDS SUPPORT NEWSOM	\$ 41.28	apd
256793	9/30/2019	1991436496	ARAMARK	WWTP LAUNDRY SERVICES	\$ 76.31	dwwtp
256816	9/30/2019	SIN006235	CARTEGRAPH SYSTEMS, INC	CARTEGRAPH PURCHASE AGREEMENT PA1154 - MILESTONE 2	\$ 6,114.38	pw1
256814	9/30/2019	8347	EVERGREEN TRANSFER & STORAGE	MOVING LIBRARY BOOKSHELVES	\$ 8,400.00	pw1
256772	9/30/2019	09/30/2019	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd

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256925	9/30/2019	10214445	NAVIA BENEFIT SOLUTIONS, INC	SEPTEMBER, NAVIA PARTICIPANT FEE	\$ 124.50	hr
256933	9/30/2019	001-447236	PISTON SERVICE OF ANACORTES	FITTINGS AND HOSE INSERT #203	\$ 6.52	dshop
256922	9/30/2019	3rd QTR 2019	SKAGIT COUNTY DISTRICT COURT	3RD QUARTER 2019 PROBATION FEES	\$ 9,550.00	court
256918	9/30/2019	20190930F	SKAGIT COUNTY PUBLIC	TELECOMMUNICATIONS FRANCHISE AGREEMENT FEE	\$ 892.12	fiber
256571	10/1/2019	20191001	CHOWANEC, WILLIAM	STA 3 RENT - OCTOBER	\$ 2,235.00	medic
256919	10/1/2019	000038	HUNTER, JOSHUA	BLS OTEP TRAINER - SEPTEMBER 2019	\$ 275.00	medic
256917	10/1/2019	01712	MCCUNN, MIKE	REIMBURSEMENT: NON-ETHANOL GAS FOR ANTIOUE	\$ 38.62	medic
256928	10/1/2019	19159	ORCA INFORMATION, INC	BACKGROUND CHECKS, FAIRALL, EDWARDS, HARRIS, MARTIN.	\$ 224.00	hr
256924	10/1/2019	0542005-001	UNUM LIFE INS CO OF AMERICA	OCTOBER, LEOFF LONG-TERM CARE PREMIUM	\$ 1,024.90	hr

Total **\$1,083,013.23**



City Council Contract Agenda Bill

Meeting Date: 10/7/2019 **Agenda Item:** 5c

Subject: Contract Modification – Sewer Cost of Service and Rate Design Study

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Financial Consulting Solutions Group, Inc. (FCS) in the amount of \$11,545.00, increasing the total contract price to \$88,800.00, to provide for additional hours needed by the Consultant to complete tasks.

Background:

1. **Reason for Contract Change:** City staff requests additional budget authorization to cover the additional time needed by the Consultant to complete tasks as well as preparation and attendance at an additional City Council meeting.
2. **History:** As discussed in the 2015 Sewer Comprehensive Plan (Plan), the City's sewer capital reserve is being used to fund capital projects. At the time the Plan was prepared, it was projected that without a rate increase the capital reserve balance would be completely used up by 2021. FCS is under contract with the City to perform a Sewer Utility Revenue Requirement and Cost of Service Study, and review and update the City's existing General Facilities Charges (GFCs).
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: City Council awarded the [original contract](#) on [6/25/18](#). [Modification 01](#) was approved on [9/17/18](#). [Modification 02](#) was a no-cost time extension and was fully executed on 12/14/18. [Modification 03](#) was approved at the [7/22/19](#) Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with FCS under Contract 18-099-SEW-001, in the amount of \$11,545.00, increasing the total contract price to \$88,800.00.

Alternative Actions: N/A

Attachments: Contract 18-099-SEW-001 Modification 04

Consultant	Financial Consulting Solutions Group, Inc. (FCS)
Original Agreement Amount	\$53,400.00
Current Agreement Amount	\$77,255.00
Modification 1 approved 9/17/18	\$16,100.00
Modification 2 executed 12/14/18	\$0
Modification 3 executed 7/25/19	\$7,755.00
Change Per this Modification	\$11,545.00
Total After Modification	\$88,800.00
Earmarked Funds	None
BARS #	440.712.535.00.41
Paid on Contract as of 9/19/19	\$72,590.94
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/19



Contract Number 18-099-SEW-001
MODIFICATION 04

Date October 8, 2019
Page 1 of 1 Pages

Project Title Sewer Cost of Service and Rate Design Study
Prime Contractor Financial Consulting Solutions Group, Inc. (FCS)

BACKGROUND

This modification increases the contract price due to additional time needed to complete tasks as well as preparation and attendance at an additional City Council meeting. Accordingly, the contract price will increase from \$77,255.00 by \$11,545.00 to \$88,800.00.

Accordingly, the following changes are incorporated under this contract:

Article 2. Price: Delete in its entirety and insert the following:

"The services provided under this Agreement shall be provided on a time-and-materials basis not-to-exceed **Eighty-Eight Thousand Eight Hundred Dollars (\$88,800.00)**. Payment terms are set forth under Article 4 Payment Terms."

Article 4. Payment Terms: Delete in its entirety and insert the following:

"Payment shall be on a time-and-materials basis not to exceed the Price stated under Article 2, Price. Payments shall be made in accordance with attached Exhibit A, Page 4 section entitled "Budget Estimate", Exhibit B, Page 2 section entitled "Budget Estimate", Exhibit C, and Exhibit D, which are hereby incorporated into this Agreement by reference.

Other direct costs and Subconsultant costs shall be invoiced at actual costs."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

**FINANCIAL CONSULTING SOLUTIONS
GROUP, INC**

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name _____

Title _____

Date _____

Original Agreement Amount	<u>\$53,400.00</u>	Original Contract Completion Date	<u>12/31/18</u>
Current Agreement Amount	<u>\$77,255.00</u>	Current Contract Completion Date	<u>12/31/19</u>
Change Per this Modification	<u>\$11,545.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$88,800.00</u>	Contract Completion Date After Change	<u>12/31/19</u>

COA CONTRACT 18-099-SEW-001

EXHIBIT D

City of Anacortes Amendment Request	Consultant Hours			Total Labor Hours	Budget
	Senior Program Manager Wilson \$210	Manager Aaker \$175	Principal Ghilarducci \$260		
Hourly Billing Rates:					
Study Documentation: Draft & Final Report	40	0	2	42	\$ 8,920
Additional Council Meeting: Preparation & Attendance	8	0	0	8	\$ 1,680
Additional Time Spent on Existing Scope Items	2	3	0	5	\$ 945
Total Amendment Request					\$ 11,545
Existing Contract					\$ 77,255
Total Project Cost					\$ 88,800



City Council Agenda Bill

Meeting Date: 10/7/2019 **Agenda Item:** 5d

Subject: Street Fair Application: AHS Homecoming Parade, October 11, 2019 @ 3 p.m.

Staff Contact: Fred Buckenmeyer, Don Measamer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Fred Buckenmeyer
X	Don Measamer

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

Summary Statement: Street Fair Application for AHS Homecoming Parade, Friday, October 11, 2019 at 3 p.m. to 4:30.

Background: The annual Anacortes High School Welcome Back to School Homecoming Parade and football game kickoff.

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: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve the proposed street fair application as submitted

Alternative Actions: Deny the request(s)

Attachments (listed in order presented): Permit Memo & Application w/map



MEMO

TO: City Council Members, Mayor Gere
FROM: Fred Buckenmeyer, Director of Public Works
DATE: September 19, 2019
SUBJECT: Anacortes High School Homecoming Parade, October 11, 2019

Sponsor/Organizer: AHS, Robert Hancock, ASD 103

Location:

3rd and O Ave to Commercial Avenue, then south to 17th and west on 17th to High School

Dates & Times:

October 11, 2018

3 p.m. – 4:30

Background:

Traditional welcome back to school and Homecoming football game

Parking Restrictions:

Parking restricted in closed areas.

Public Works Services:

Signage and street barriers

Police Services:

Traffic control – police escort requested

Recommendations:

Staff recommends approval subject to applicant's submitted request

Proposed Motion: Recommend approval

Emergency Contact Numbers:

Robert Hancock, 360-466-8897 (cell)

360-293-2166, Ext 1341

rhancock@asd103.org

cc: Marcia Hunt



STREET FAIR APPLICATION

Date Received: 9/17/19 Received by: [Signature] City Council Approved: _____

NAME OF EVENT Homecoming Parade

DATES of Event 10/11/19

TIME of Day ~~2:30-4:00pm~~ 3:00-4:30pm

NATURE/PURPOSE of Event Homecoming Celebration

PARTICIPANTS/Attendees (estimated number) 200-300

LOCATION of Event (include locations and dimensions of any structure to be erected, dimensions of street/right-of-way to be used and dimensions of same to remain unobstructed) Starting at 3rd and O, ~~ends at~~ proceeds down Commercial to 17th then turns right, up to the high school

DESCRIPTION of Event Homecoming Parade

FACILITIES requested (street, sidewalk, park, etc.) Street / Sidewalk

Dates/hours requested 10/11/19 ~~2:30-4:00pm~~ 3:00-4:30pm

EQUIPMENT requested None

Dates/hours requested _____

SERVICES requested (eg. Custodial, traffic control) Police escort

Dates/hours requested ~~2:30-4pm~~ 3:00-4:30pm

PARKING (include locations and dimensions of parking space to be available/provided) _____

INSURANCE (Certificate of Insurance must be submitted with Application)

Required ☒ Not Required ☐

FEES (itemize any Admission fees/space rental fees/sale of items/solicitation of funds) _____

APPLICANT/ORGANIZATION (Name) Anacortes High School

Name of responsible person Robert Hancock Phone # (360) 466-8897

Address 1600 20th Street Anacortes, WA

Event and contact information to be included on the City website:

Contact Name Robert Hancock Phone # (360) 466-8897

Contact Address 1600 20th Street Anacortes, WA

Email Address rhancock@asd103.org Website address asd103.org

Event Address _____ Hours of Event ~~2:30-4:00pm~~ 3:00-4:30pm

Does your event require vendor(s) or participant(s) to sign up to participate? No

The undersigned agrees to assume responsibility for the above-described event, is over the age of 18,
and to abide by all conditions stipulated upon acceptance of permit.

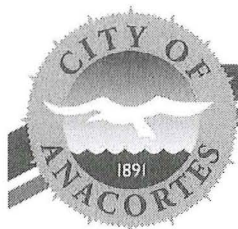
Signature  Date 9/6/19

* FOR OFFICE USE ONLY *

	Initials	Comments (Stipulate Conditions of Approval on Reverse)
Mayor	_____	_____
Building	<u>dm</u>	_____
Fire	<u>DO</u>	_____
Parks	<u>jl</u>	_____
Police	<u>js</u>	_____
Public Works	<u>fb</u>	_____
City Council	_____	_____

* PERMIT *

Permit will be issued after review by above Department Heads and City Council subject to the
following conditions: Compliance with all City Ordinances, Compliance with Department with Public
Works regulations, and Submittal of Certificate of Insurance saving the City harmless from all liability.



SPECIAL EVENT INDEMNIFICATION AGREEMENT

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

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

Date: 9/8/19

Robert Hancock
Name and Title – Printed

Robert Hancock
Signature

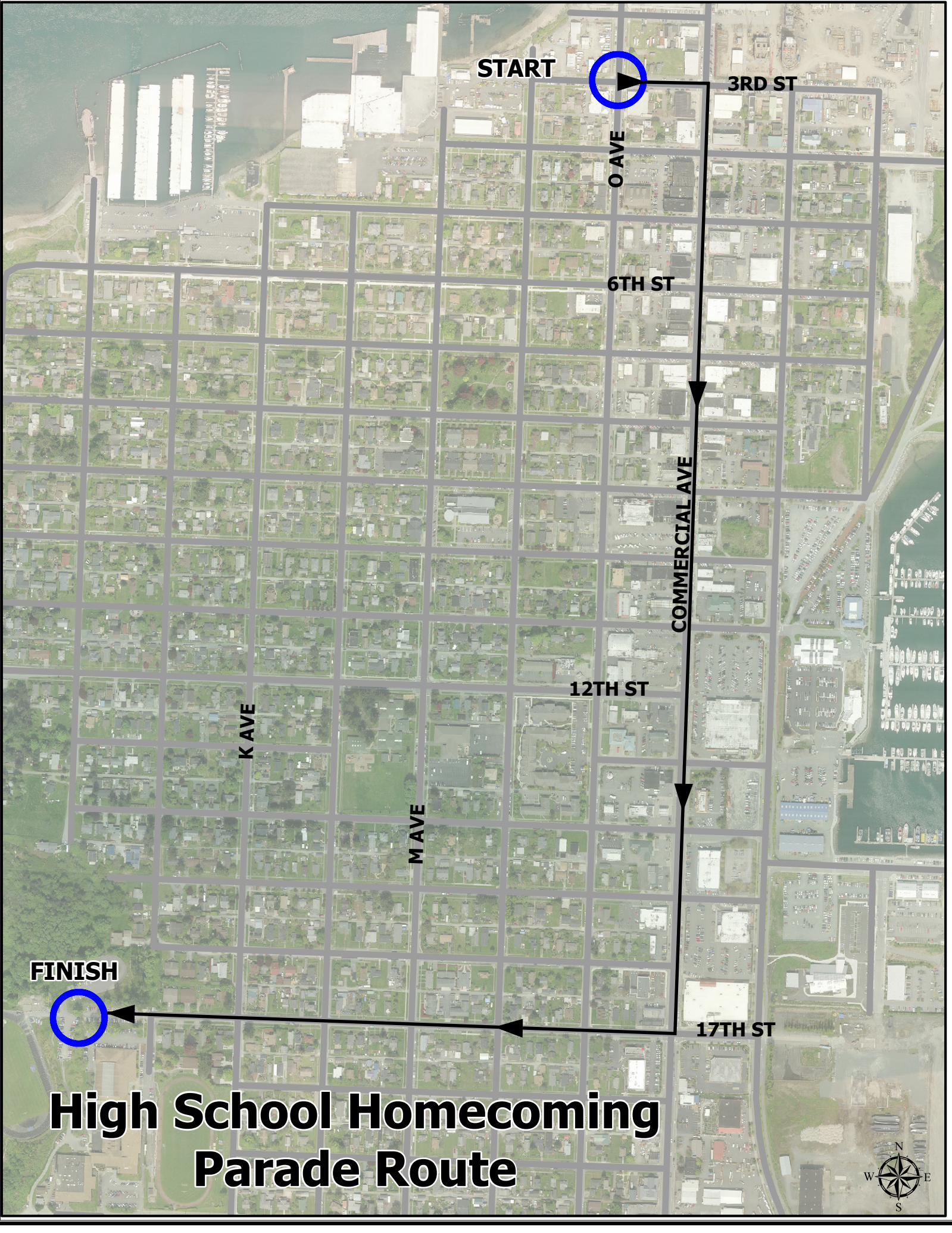
Name and Title – Printed

Signature

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Anacortes School District 2200 M Avenue Anacortes, WA 98221 Member #: 29103
Coverage Agreement #:	COV 2018-2019
Coverage Period:	September 1, 2019 through August 31, 2020
Effective Date of Evidence of Coverage:	October 11, 2019
Expiration Date of Evidence of Coverage:	October 11, 2019
Limits Available General Liability:	\$1,000,000-----
Limits Available Property:	\$1,000,000-----
Limits Available Auto Liability:	\$1,000,000-----
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District personnel as respects Anacortes High School Homecoming Parade.	
Evidence of Coverage Holder:	Issue Date: September 10, 2019
The City of Anacortes 904 6 th Street Anacortes, WA	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



START

3RD ST

O AVE

6TH ST

COMMERCIAL AVE

12TH ST

K AVE

M AVE

FINISH

17TH ST

High School Homecoming Parade Route





City Council Contract Agenda Bill

Meeting Date: 10/7/2019 **Agenda Item:** 5e

Subject: Contract Approval – Pole Attachment Agreement 19-165-FBR-001

Staff Contact: Emily Schuh

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

Action Type: Contract Approval

Summary Statement: City staff seeks City Council approval to enter into an agreement with Puget Sound Energy (PSE) that will govern all attachments of City's fiber optic communications system and related equipment to any utility poles owned by PSE.

Background:

1. **History:** When the City deployed fiber optic cables for the Public Works Department's telemetry project, we entered an agreement with Puget Sound Energy that allowed us to attach those cables to PSE utility poles. That agreement did not contain any mechanism or process by which the City would be allowed to attach additional cables to other PSE poles. As the City's Fiber Department deploys fiber throughout the pilot areas, additional cables will need to be attached to PSE utility poles. This agreement supersedes all previous pole attachment agreements and will allow the City to attach cables to such additional PSE poles.
2. **Key Terms:**
 - The City will pay an annual fee to Puget Sound Energy based on the number of poles to which our cables are attached. Those fees will be included in the Fiber Department's budget.
 - The agreement's term will run in perpetuity until either the City or PSE gives 180 days written notice of intent to terminate the agreement.
3. **Competitive Bidding:** Puget Sound Energy is the sole owner of all utility poles throughout Anacortes and the only party with whom the City can enter a pole attachment agreement.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign the Pole Attachment Agreement #19-165-FBR-001 with Puget Sound Energy.

Alternative Actions: Not award the contract which would prevent any further attachments for the fiber system to PSE poles.

Attachments: Contract 19-165-FBR-001



POLE ATTACHMENT AGREEMENT

BETWEEN

PUGET SOUND ENERGY, INC.

AND

CITY OF ANACORTES

Date: _____

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POLE ATTACHMENT AGREEMENT FOR CITY OF ANACORTES

This Agreement, dated as of _____, is made by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and **City of Anacortes**, a Washington municipal corporation ("City"). In this Agreement PSE and City are sometimes referred to individually as a "Party" and collectively as the "Parties."

PSE and City agree as follows:

SECTION 1. SCOPE AND DEFINITIONS

1.1 This Agreement governs all attachments of City's fiber optic communications system (the "System") and related Equipment now or hereafter made in relation to any utility poles owned in whole by PSE (individually a "Pole", collectively the "Poles"), with or without PSE's consent.

1.2 The Parties hereby acknowledge a Pole Attachment Agreement dated 12/21/2016 between Puget and the City, providing for the attachment of City communication cable to approximately 265 PSE Poles. Said Pole Attachment Agreement is hereby incorporate by reference and any conflicts between this Agreement and the 2016 Agreement shall be controlled by this Agreement. The Parties also acknowledge existing Attachments in the City Central Business District. It is the Parties' intention that any existing Attachments that predate execution of this Agreement be governed by this Agreement.

1.3 When used in this Agreement with the initial letter capitalized, the following terms shall have the following specified meanings:

"Agreement" means this Pole Attachment Agreement between PSE and City together with all exhibits attached hereto.

"Annual Rental Fee" means the fees described in the attached Appendix III.

"Arm" means any wood, fiberglass or steel extension from a Pole used to support Equipment.

"Assignment" as described in Section 24 of this Agreement.

"Attach" (or any conjugation thereof) means to affix, fasten or otherwise attach Equipment to a Pole, either directly or indirectly, including, without limitation, by overlashing or attaching any Equipment to other equipment, cables, attachments or devices affixed, fastened or otherwise attached to a Pole.

"Attachment" will have the meaning given to it on Section 2.1 of the Agreement.

"Attachment Application" a written or electronic application form(s) requesting permission to attach any Equipment to any Pole.

"Attachment Permit" or "Permitted Attachment" will mean a completed permit in the form of Appendix II attached hereto that has been duly and properly executed by PSE or an Attachment authorized in such permit.

"Calendar Year" means any period from January 1 through December 31 of any given year.

"Certificate of Insurance" means a standard ACORD certificate or documentation from an agent authorized by the insurer(s) demonstrating insurance carriers, policy numbers, effective dates, limits of liability and deductible amounts.

"Electronic Notice" will have the meaning given to it in Section 25.2 of the Agreement.

"Equipment" means any coaxial and fiber optic cables, messenger strand, conduit or risers, span guys, down guys, anchors, service drops, mainline, overlash (i.e., any conductor that is overlash on an existing conductor after the initial permit), a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment, other attachments and related equipment made in relation to a utility pole.

"Event of Default" will have the meaning given to it in Section 7.1 of the Agreement.

"Facilities" means any poles, towers, arms, transformers, down guys and anchors, vaults, conduits, handholds, and/or electric system appendices.

"First Trip Costs" means any expenses and costs incurred by PSE for transfer of City's Attachment(s) to a replacement Pole (at the same time PSE is transferring its own facilities to the replacement Pole).

"Indemnitees" means PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its lawful successors and assigns.

"Make-ready" means any and all work relating to the installation of additional Poles, Poles of greater height or strength, additional guying, or re-arrangements of PSE's Equipment or the Equipment of any other party licensed by PSE to use the Poles as required in order for PSE to provide City with access to the Poles.

"NESC" means, at any given point in time, the then-current version of the National Electric Safety Code.

"NJUNS" means the National Joint Utility Notification System or a substantially comparable electronic communication system agreed upon in writing by the Parties.

"Notice of Termination" means any one hundred-eighty (180) calendar day Written Notice by Party requesting Termination of the Agreement to non-terminating Party.

"Plan of Correction" means a mutually agreeable plan to correct any Unauthorized Attachment.

"Pole" will have the meaning given to it in Section 1.1 of the Agreement.

"PSE Pole Attachment Specifications" means, at any given point in time, the then current version of the specifications set forth in the attached Appendix V.

"Return Trip Costs" means any fee assessed by PSE to City when PSE must return to job site to perform transfer work.

"System" will have the meaning given to it in Section 1.1 of the Agreement.

"Termination" cancellation and/or voidance of this Agreement or any Attachments made pursuant thereto.

"Termination of Attachment Notice" means any Written Notice by Party requesting Termination of the Attachment to non-terminating Party.

"Topping Fee" means any fee assessed by PSE to City for removal of the upper portion of any replaced Pole in the event PSE does not transfer City's Attachment(s) to the replacement Pole.

"Unauthorized Attachment" means any Attachment(s) to any Pole(s) by City in violation of the terms and conditions of this Pole Attachment Agreement.

"Work" means any work relating to the attachment, maintenance, repair, relocation, replacement or removal of Equipment and other work performed by City in connection with this Agreement, or the attachment of Equipment to Poles performed by City in connection with this Agreement.

"Written Notice" will have the meaning given to it in Section 25.1 of the Agreement.

SECTION 2. ATTACHMENT

2.1 Any piece of Equipment that occupies space on a Pole will be considered an "Attachment." Any and all City Attachments are subject to this Agreement. Attachments are limited to:

- coaxial and fiber optic cables
- messenger strand
- conduit or risers
- span guys
- down guys
- anchors
- service drops
- mainline
- a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment

2.2 City shall not attach any Equipment to any Pole without PSE's prior written consent in accordance with paragraph 2.3 below, regardless of whether or not City has a valid permit

for Attachments previously attached on such Pole. This Agreement shall not in itself constitute any such consent. Should City fail to obtain a valid permit prior to attaching Equipment to any Pole, in accordance with Section 2.3, City shall be liable for an Unauthorized Attachment in accordance with Section 6.

- 2.3** If City desires to attach any Equipment to any Pole, City shall submit to PSE an "Attachment Application", via the written application form in Appendix II or an "Electronic Notification" as outlined in paragraph 25.2. At a minimum, the pole Attachment Application shall include the information specified in Appendix II, which is attached and incorporated by reference. PSE retains sole discretion to modify the information required in the Attachment Application, upon thirty (30) days Written Notice to City, and such modification shall be effective on the date referenced in the notification.

The Attachment shall be deemed installed on the date the Attachment Permit is approved. However, should City fail to install an Attachment on a Pole for which an Attachment Permit has been granted within six (6) months from the approval date of the Attachment Permit, that Permit shall expire and no Attachment shall be made on that Pole by City until a new Attachment Permit is granted.

If City wishes to remove an Attachment, it must submit a "Termination of Attachment Notice" to PSE via "Electronic Notification" as outlined in paragraph 25.2. If City wished to assign an Attachment to a third party, City must comply with the requirement of Section 24 (Assignment). If City does not submit a Termination of Attachment Notice (and thereafter timely remove the affected Attachment) or an assignment is not made in accordance with Section 24 (Assignment), prior to the beginning of a Calendar Year, the applicable Attachment Permit shall be considered active and City shall be assessed the appropriate Annual Rental Fee.

An Attachment Permit does not relieve City of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment.

- 2.4** Unless otherwise directed by PSE, City shall submit each Attachment Application to:

Puget Sound Energy, Inc. | 3380 146th PL SE #310 | Bellevue | WA | 98007 | Pole Services

- 2.5** PSE may deny any Attachment Application for the following reasons:

- (a)** insufficient capacity (when all potential accommodations have been reviewed by PSE and communicated to City);
- (b)** Facilities are necessary for PSE's sole utility business use;
- (c)** City's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d)** City's proposed Attachment threatens the reliability of PSE's system;
- (e)** City's proposed Attachment does not comply with general applicable engineering standards; or
- (f)** City's account is not in good standing.

In the event that PSE gives its written or electronic consent for any Equipment to be Attached to a Pole, City shall Attach such Equipment only in strict accordance with:

- a) such Application;
- b) any conditions or qualifications set forth in PSE's consent; and
- c) the provisions of this Agreement.

City shall have the right to make Attachments to PSE Facilities in accordance with the terms of the Attachment Permit and this Agreement. No application shall be deemed approved without Written Notice or Electronic Notice indicating approval from PSE.

2.6 City shall reimburse PSE for any and all costs and expenses incurred by PSE in connection with the processing and review of each Application (including but not limited to the cost of identifying and estimating the cost of required changes under paragraph 2.7) and in connection with services performed by PSE at the request of City (whether prior to or after the submittal of an Application), including, without limitation, any of the following:

- a) Field engineering review of proposed routes to identify potential problems with the proposed Attachment;
- b) Preparation and provision of drawings or other documents relating to the Poles or any facilities on the Poles;
- c) Engineering review of proposed Attachments to determine the consequences of additional strain on the Poles;
- d) Review of proposed routes to identify easement problems that may limit or preclude the proposed Attachment;
- e) Rights-of-Way services to obtain easements or other rights from private land owners to enable Equipment to be Attached to the Pole;
- f) Transmission poles with no communication attachment or distribution underbuild are not available to attach to;
- g) Transmission pole requests must have a structural pole analysis completed prior to review of approval of attachment at the cost of the applicant; and
- h) PSE may require distribution pole attachment requests have a structural analysis completed prior to review of approval of attachment at the cost of the applicant.

Amounts recoverable by PSE hereunder shall consist of fully allocated costs for labor (including but not limited to all payroll costs and overhead and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, attorney's fees, reprographic services, supplies, telephone service and other expenses. This paragraph 2.6 shall not obligate or be construed to obligate PSE to perform any service or to take any action whatsoever with respect to an Attachment, an Attachment Application, or any request made by City.

2.7 City understands and acknowledges that nothing in this Agreement grants or purports to grant to City any right or interest of any kind in or to the real property on which any Pole is located and, subject to applicable law, City is solely responsible for seeking and

obtaining all permits, licenses, easements, franchise rights and other rights required from the owner of the underlying property (including, without limitation, PSE) for City to Attach, maintain, repair, relocate or remove any Equipment in relation to any Pole. In no event, however, shall such actions in any way limit or relieve City of its obligations under Section 14 or any other provision of this Agreement.

- 2.8** If, in the judgment of PSE, the accommodation of any proposed Attachment requires the replacement of an existing Pole to provide adequate Pole facilities, PSE will inform City of the required changes and the estimated cost of such changes based on PSE's engineering work standards. If City desires to Attach such Equipment and so notifies PSE within thirty (30) days after PSE informs City of the required changes and estimated cost, PSE shall perform such work and City shall reimburse PSE for the entire expense thereby incurred. If City decides that it does not wish to Attach such Equipment after receiving notification of the required change(s) and estimated cost(s) of such changes, City may decline to do so; provided, however, that City shall still be required to pay the reasonable cost(s) incurred by PSE with respect to providing the change information and estimated cost(s) for the proposed Attachment(s).
- 2.9** Unless otherwise directed by PSE, City shall install guys and anchors necessary to support the additional strain imposed on any Pole by any Attachment in a manner satisfactory to PSE. If PSE installs or replaces guys or anchors to support the strain imposed by such Attachment, City shall reimburse PSE for the entire cost and expense of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).
- 2.10** City shall clearly identify all new Attachments at each Pole in distinctive color marking or number marking and as otherwise agreed to by the Parties. In the event that City performs general maintenance to existing Attachments, or takes such other action affecting such existing Attachments, City shall clearly identify such existing Attachments in distinctive color marking or number marking and as otherwise agreed to by the Parties.

In the event City acquires another entity's Equipment, or enters this Agreement with existing Equipment on PSE Facilities, City shall properly identify the newly acquired Equipment in distinctive orange marking and as otherwise agreed to by the Parties within twelve (12) months or within a mutually agreeable earlier timeframe.

If City removes some or all of its Equipment from a Pole, City shall remove all corresponding identification tags, pole tags, and any other method of identification from the Pole.

SECTION 3. MAINTENANCE

City shall maintain all Equipment Attached to any Pole in good and safe condition. City shall maintain current and accurate location maps and records of all such Attachments.

SECTION 4. EMERGENCIES

In the event of an emergency, PSE may relocate any Attachments and take such other action affecting such Attachments, as PSE deems appropriate in the circumstances. The

Parties' respective emergency phone numbers are as follows:

Puget Sound Energy, Inc. | 1-888-225-5773
City of Anacortes | 1-360-428-1598

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

- 5.1** City understands and agrees that PSE Facilities are essentially for PSE's exclusive use. PSE reserves the right at any time, without City's knowledge or consent, to add to its Facilities, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities. In the event PSE modifies, removes, replaces or relocates its Facilities and such change requires City to remove or relocate City's Equipment, PSE shall provide City with either Written Notice or Electronic Notice. City shall relocate or remove its Equipment, at City's sole expense, within thirty (30) days from the date of PSE's Written Notice or Electronic Notice requesting the relocation or removal of City's Equipment. Following the thirty (30) days, at PSE's discretion, PSE may remove or relocate the Equipment and bill City for the cost of such removal or relocation. If City performs the removal or relocation work, City shall be responsible for any liability or additional costs associated with removing the old Facilities and relocating them.
- 5.2** PSE may in an emergency, relocate, replace, or remove such Attachment and perform any other work in connection with such Attachment that may be required for the maintenance, relocation, replacement, or removal of said Poles, or the facilities thereon or which may be placed thereon, or for the service needs of PSE. All such work shall be performed at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.3** If, in the judgment of PSE, an existing Attachment on any Pole interferes with or prevents the attachment of any additional facilities of PSE or any other person or entity having a joint ownership interest with PSE in such Pole, and if such additional facilities could be attached to such Pole by removing the Attachment or by rearranging existing facilities thereon, PSE will so notify City. Such notice shall state what rearrangement of facilities or Pole replacement and transfer of facilities is required to continue the accommodation of the Attachment. If City desires to continue to maintain the Attachment on such Pole and so notifies PSE within thirty (30) days after PSE gives notice to City, City shall make such rearrangement at the sole risk and expense of City. If City does not so notify PSE prior to the end of such thirty (30) day period, PSE shall make such rearrangement at the sole risk and expense of City, and City shall reimburse PSE for the entire expense thereby incurred. If City does not desire to continue to maintain the Attachment on such Pole, City shall remove the Attachment from such Pole within thirty (30) days from the date of PSE's original notice to City. If the Attachment is not removed from the Pole at the end of the thirty (30) day period, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.4** If PSE replaces or relocates an existing Pole, PSE will be responsible for transferring its Facilities to the replacement Pole. PSE may, in its discretion, also transfer City's Attachment(s) to the replacement Pole, provided that City has given its prior approval. The

physical transfer will be made at the sole risk and expense of City. If PSE transfers City's Attachment(s) to the replacement Pole at the same time PSE is transferring its own facilities to the replacement Pole, City shall reimburse PSE for any and all costs and expense thereby incurred in connection with such transfer in accordance with Appendix IV, "First Trip Costs" which may be amended from time to time upon written notice to City from PSE.

If PSE replaces or relocates an existing Pole on which there is an Attachment, and PSE does not have City's approval or for any other reason does not transfer City's Attachment(s) to the replacement Pole, then PSE may remove the upper portion of the replaced Pole approximately one (1) foot above the highest communication attachment and City shall transfer its Attachment(s) to the replacement Pole within thirty (30) days and reimburse PSE the "Topping Fee" in accordance with Appendix IV, which may be amended from time to time. If City fails after thirty (30) days' notice to transfer its Attachment(s) from the replaced Pole to the replacement Pole, PSE may have such work performed by a licensed contractor competent to perform such work, and PSE will charge City for such work in accordance with Appendix IV, "Return Trip Costs".

- 5.5** PSE may, in its sole discretion, choose to install an Arm to support facilities on a Pole, whether such Pole is solely owned by PSE or is jointly owned by PSE and another owner. In such case, PSE may require City to relocate any of its Attachments to the Arm in accordance with paragraph 5.2 above.
- 5.6** If at any time PSE determines, in its reasonable judgment, that a Pole is required for the sole use of PSE or is no longer suitable for attachment of City's Equipment because of safety or the other factors set forth in Section 2.5, PSE may require City to remove its Attachments from such Pole upon sixty (60) days' advance notice. In the event City fails to remove its Attachments from the Pole within such sixty (60) day period, PSE may remove such Attachments at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 6. FEES

- 6.1** City shall pay PSE "Annual Rental Fees" when due, in accordance with and incorporated by reference as Appendix III. PSE may adjust the Annual Rental Fee payable by City under this Agreement at any time and from time to time by notice submitted in accordance with Section 25.1
- 6.2** Payment from City for Annual Rental Fees for each Calendar Year and all other PSE invoices are due within thirty (30) days of receipt of the invoice from PSE.
- 6.3** Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits for those attachments are approved by PSE; provided, however, that the foregoing will not relieve City from any liability for Attachments made without PSE approval, including, without limitation, payment of any and all Annual Rental Fees with respect thereto. There shall be no abatement or reduction in such fees for Attachments in place for less than the full Calendar Year, for Attachments permitted but not yet actually made or Attachments that are acquired, assigned, or purchased by City during the Calendar Year from another entity.

6.4 Fees for Transferring Communication Equipment (Appendix IV) may be adjusted by PSE from time to time. PSE shall provide to City at least sixty 60 days prior Written Notice before the effective date of the new fees.

6.5 City may overlash its Equipment onto existing Equipment owned by it and such overlash shall not be considered a separate Attachment for purposes of assessing the PSE Annual Rental Fee. City must submit a new Attachment Application prior to overlashing. Such overlash cable shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE prior to City overlashing.

In the event of an emergency or for general maintenance purposes, City may overlash its Equipment without submitting a new Attachment Application prior to overlashing. City must promptly notify PSE pursuant to City overlashing. Such overlash cable shall not exceed four (4) Pole span lengths and shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE pursuant to City overlashing.

In addition, PSE may recover its administrative, engineering and inspection costs associated with approving City's overlashing. Under no circumstances shall City overlash its Equipment onto existing Equipment that is not owned by City, nor shall City allow third parties to overlash its existing Equipment. PSE shall assume that the strand owner also owns the overlash cable, unless otherwise notified by City or a third party. Any overlash that does not comply with this Section shall be considered an Unauthorized Attachment.

6.6 City may attach guy wires to PSE anchors with PSE's prior approval according to paragraph 2.9 above using the method described in the PSE Attachment Specifications.

6.7 Unauthorized Attachments shall be addressed as follows:

- a)** within sixty (60) days of receipt of notice specifying the Unauthorized Attachment, City shall correct the Unauthorized Attachment in accordance with this Agreement and send Written Notice to PSE of its compliance; or
- b)** within thirty (30) days of receipt of notice specifying the Unauthorized Attachment, City shall submit to PSE a mutually agreeable plan to correct the Unauthorized Attachment ("Plan of Correction") and thereafter City complies with the plan, if accepted by PSE or with another plan approved by PSE. City's Plan of Correction shall, at a minimum, set out the completion date, as well as reasons to support that date.
- c)** Notwithstanding Section 6.7 (a & b) above, should PSE determine that the Unauthorized Attachment poses an immediate hazard, PSE may require a shorter period of time to correct the Unauthorized Attachment.
- d)** If City has failed to meet the timeline specified in Section 6.7 (a or b) by sixty (60) days or more, PSE may
 - (i)** Correct the Unauthorized Attachment and City shall be liable for all costs associated with this correction, or
 - (ii)** remove City's Attachments and City shall be liable for all costs associated with this removal.

- 6.8** If the rearrangement of PSE's Facilities or the Equipment of any other party licensed by PSE to use the Facilities are required in order for PSE to provide City with access to the Facilities ("Make-ready"), the costs for such additional Facilities and Make-ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, shall be at the sole expense of the City, and City agrees to pay all invoices when due.
- 6.9** For the purposes of this Agreement, an account is in good standing if all invoices are paid in accordance with Article 6 (Fees).

SECTION 7. DEFAULT AND REMEDIES

- 7.1** PSE expects City to respond to PSE notices, including timely payment of invoices, and to remove abandoned Equipment, identify Equipment, and provide prior Written Notice of any proposed assignment of Equipment or entity. The occurrence of any one or more of the following events constitutes an "Event of Default" by City:
- a)** City fails to pay any amount due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PSE.
 - b)** City fails to provide prior Written Notice to PSE of intent to assign this Agreement or the Equipment attached to PSE Facilities.
 - c)** City assigns this Agreement, in violation of the terms and conditions of this Agreement, without prior written consent from PSE.
 - d)** A petition is filed by or against City under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against City, such petition is not dismissed within sixty (60) days after the filing thereof) or City is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for City or for any of the assets of City which appointment is not vacated within thirty (30) days of the date of appointment, or City becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
 - e)** City fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice from PSE; provided, however that if such failure is capable of being cured, but not within such 30-day period, PSE may extend such period as approved in writing by PSE, so long as City commences appropriate curative action and diligently prosecutes such cure to completion.
- 7.2** So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PSE may terminate this Agreement without notice or demand except as expressly required above, revoke all PSE Attachment Permits issued to City, and pursue any other remedy it may have under applicable law. In the event PSE terminates this Agreement pursuant to this Article, City shall disconnect City's Equipment from PSE Facilities within nine (9) months. Should City fail to remove its Equipment within the nine (9) month period, or should City fail to begin such removal promptly after termination and thereafter work diligently and continuously to effect such removal, PSE may remove City's Equipment at City's expense.

SECTION 8. PERFORMANCE OF WORK

- 8.1** The Attachment, maintenance, repair, relocation, replacement, and removal of Equipment and other work performed by City in connection with this Agreement or the Attachment of Equipment to Poles is sometimes collectively referred to herein as the "Work."
- 8.2** City shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. City shall expeditiously and efficiently perform the Work in accordance with the provisions of this Agreement. City shall ensure that all personnel who perform its Work shall be fully experienced and properly qualified to perform the same. City shall not hire any employee of PSE to perform any of the Work.
- 8.3** City shall perform the Work in a workmanlike and skillful manner. City shall ensure that the Work and the Equipment is in all respects (a) safe, (b) of first-class quality, (c) free from all faults and defects in workmanship, material and design, and (d) in conformance with such requirements of the current PSE Pole Attachment Specifications (Appendix V) and all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Pole line construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.
- 8.4** City shall promptly and satisfactorily correct or replace any Work or Equipment found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of paragraph 8.3). If City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, PSE may perform such Work and make such corrections and replacements at City's expense.
- 8.5** City shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same. City shall, if so requested by PSE, remove from performance of the Work any personnel whom PSE finds to be incompetent, careless or otherwise objectionable.
- 8.6** Whenever City has knowledge of any actual or potential labor dispute involving its employees which may in any way affect, delay or arise in connection with or as a result of the performance of the Work or this Agreement, City shall immediately notify and submit all relevant information to PSE.
- 8.7** City shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, City shall promptly remove all rubbish, refuse and other debris and all of its equipment and surplus materials.
- 8.8** City shall give immediate attention to, and shall use its best efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating PSE in any way), all complaints received by City from third parties arising out of or in connection with performance of the Work. City shall promptly notify PSE of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, City shall use its best efforts to maintain and promote good public relations for PSE.

SECTION 9. PROTECTION OF PROPERTY AND PERSONS

- 9.1** City shall take all precautions necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, City shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as are required from time to time by PSE. City shall inspect all goods, materials, tools, equipment, and other items to discover any conditions which involve a risk of bodily injury (including death) to persons, or a risk of damage to any property or environment, and shall be solely responsible for discovery and correction of, and protection against, all such conditions.
- 9.2** All property damaged, altered or removed in connection with City's performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by City to at least as good quality and condition as existed prior to such damaging, alteration or removal.
- 9.3** City shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted in connection with the performance of the Work or the operation of the Equipment. If City requires the temporary shutoff of any of PSE's electric circuits or other elements of its or a third party's utility system, City shall request PSE's approval thereof at least forty-eight (48) hours in advance of the time it requires the shutoff. City shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as PSE may direct.
- 9.4** Prior to performing any of the Work, City shall obtain from PSE all relevant information as to the nature of the electric circuits attached to the Poles to which such Work relates. City shall ensure that such circuits continue in normal operation at all times during performance of the Work. Without limiting paragraph 9.1, City shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing the Work.

SECTION 10. COOPERATION AND COORDINATION

- 10.1** City acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by PSE or others. City shall fully cooperate with PSE and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.
- 10.2** If any part of the Work depends upon the results of other work by PSE or others, City shall, prior to commencing such Work, notify PSE in writing of any actual or apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of City to so notify PSE shall constitute an acceptance by City of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

SECTION 11. LIENS

City shall timely pay all (and shall promptly secure the discharge of any liens asserted by any) persons and entities furnishing labor, equipment, materials or other items in connection with the Work. City shall furnish to PSE such releases of claims and other documents as may be requested by PSE from time to time to evidence such payment (and discharge). If any such persons or entities are not timely paid (or if any of such liens are not promptly discharged), PSE may make such payments (and secure such discharge) at City's expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 12. COMPLIANCE WITH LAWS

12.1 In the performance of the Work and this Agreement, City shall comply and shall ensure that all contractors of any tier comply with all applicable:

- a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- b) Industry standards and codes; and
- c) PSE Pole Attachment Specification, which is attached and incorporated by reference as Appendix V and may be modified by PSE from time to time.

City shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

12.2 If applicable, City shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-250 and 41 C.F.R. Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 C.F.R. § 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 C.F.R. § 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 C.F.R. § 60-741.4 are incorporated herein by this reference. By signing the Agreement, City certifies that segregated facilities (within the meaning of 41 C.F.R. § 60-1.8) are not and will not be maintained or provided for City's employees and that City will not permit its employees to perform Work at any location under City's control where segregated facilities are maintained. City shall obtain a similar certification from any of its subcontractors or suppliers as required by 41 C.F.R. § 60-1.8. This paragraph 12.2 shall apply only if and to the extent required by law or by any agreement now or hereafter entered into between PSE and the United States of America.

SECTION 13. TAXES

City shall pay (except as otherwise required by law) all taxes applicable to or incurred in connection with the Work, the Equipment, or the System of which the Equipment constitutes a part.

SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS

- 14.1** City shall obtain and comply (and shall ensure that all of City's suppliers and subcontractors of any tier comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment and the System in accordance with this Agreement. City shall furnish to PSE such evidence thereof as PSE may request. Compliance with this paragraph 14.1 shall be the sole responsibility of City and a continuing condition of the use of the Poles by City.
- 14.2** City shall release and defend, indemnify and hold harmless PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively referred to hereafter as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any violation (or alleged violation) of any contract, permit, license, franchise, right-of-way, easement or other rights of PSE that is based on or relates to any Attachment. Upon the request of PSE, City shall immediately remove any Attachment that violates, is alleged to violate or, in the judgment of PSE, jeopardizes any contract, permit, license, franchise, right-of-way, easement or other rights of PSE. If City fails to remove the Attachment within fifteen (15) days after PSE makes its request, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

SECTION 15. EXAMINATION OF RECORDS

City shall promptly furnish PSE with such information related to the Work or the Equipment as may from time to time be requested by PSE. Until the expiration of three (3) years after the termination of the Term, PSE shall have access to examine all of City's books, documents, papers and records which are related to the Work, the Equipment, or this Agreement, provided the City is required to retain such records pursuant to the Public Records Act at RCW 42.56.

SECTION 16. STATUS OF CITY

- 16.1** City represents and warrants that it is, and that at all times during the Term it shall be properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and the System.
- 16.2** City shall be and operate as an independent entity (not a contractor, agent or representative of PSE) in the performance of the Work and the operation of the Equipment and City's System. In no event shall City be authorized to enter into any agreements or undertakings for or on behalf of PSE or to act as or be an agent or representative of PSE.

SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY

- 17.1** City releases and shall defend, indemnify and hold harmless the Indemnitees from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with any Attachment, the performance of the Work, the operation of the Equipment or the System by City, the enforcement of this Agreement by PSE, any

default under or breach of this Agreement by City or the acts or omissions of City or any of its suppliers or subcontractors of any tier, the respective successors and assigns of City or any such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on City's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply regardless of any act, omission, fault, negligence or strict liability of the Indemnitees; provided, however, that City shall not be required to so indemnify any Indemnatee(s) against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence of any Indemnatee(s). In connection with any action to enforce this Section 17, City waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). PSE is willing to permit Attachments for the fees described in Section 6 only in consideration of and in reliance upon such release, indemnity and hold harmless. Consequently, such release, indemnity, and hold harmless shall be construed broadly in favor of the Indemnitees.

- 17.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PSE SHALL NOT HAVE ANY LIABILITY TO CITY FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF CITY FOR SERVICE INTERRUPTIONS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, ANY ATTACHMENT, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

SECTION 18. WORKER'S COMPENSATION AND INSURANCE

- 18.1 Insurance Required.** At all times during the term of this Agreement, City and all persons performing the Work, City or its suppliers or subcontractors, shall keep in force and effect insurance policies as described below:
- a) Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington and Employer's Liability Insurance, including Occupational Disease coverage, in the amount of \$1,000,000 for each accident, each employee, and policy limit. City shall require subcontractors to obtain and maintain such insurance.
 - b) Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$ 2,000,000 general aggregate, \$ 2,000,000 products/completed operations aggregate, \$ 2,000,000 personal injury, \$ 2,000,000 each occurrence.
 - c) Automobile Liability Insurance. Commercial automobile policy covering all owned, hired and non-owned autos and commercial vehicles to be used in the performance of the Work. Limits of liability not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

- d) Umbrella/Excess Liability Insurance. Coverage is to be responsible in excess of the sum employers' liability, commercial general liability, and auto liability. Limits of liability not less than \$ 4,000,000 each occurrence/ \$ 4,000,000 aggregate.
- e) Property Insurance. Each party will be responsible for costs associated with maintaining their own property.

- 18.2** City shall ensure compliance with insurance requirements as outlined above such as will protect the Indemnitees from any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Work or this Agreement or the operation of the Equipment or the System, whether such performance or operation is by City or any of its suppliers or subcontractors of any tier.
- 18.3** No policies of insurance required to be obtained by City or its subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with PSE except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage from injuries to PSE's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by City's subcontractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.4** Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, City shall deliver to PSE a Certificate of Insurance acceptable to PSE with respect to any replacement policy.
- 18.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by City under this Agreement.
- 18.6** The Parties acknowledge that the City's participates in a municipal risk pool. City shall provide evidence or confirmation that the coverage provided by such participation provides coverage at least as broad as the requirements outlined in this Section 18.

SECTION 19. RISK OF LOSS

City shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the System and anything used (or to be used or consumed) in connection with the Work.

SECTION 20. REIMBURSEMENT AND PAYMENT

PSE shall invoice City for all amounts payable by City to PSE under this Agreement (including, without limitation, the payments described in Section 6 and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. City shall pay each such invoice in full within thirty (30) days after City's receipt thereof.

SECTION 21. ATTORNEY'S FEES

The prevailing Party in any suit, action, or arbitration filed or held concerning this Agreement shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees incurred in connection therewith, both at trial and on any appeal.

SECTION 22. LATE CHARGES AND INTEREST

- 22.1** City acknowledges that late payment of any fee or other amounts due to PSE under this Agreement will cause PSE to incur certain administrative, processing accounting costs not otherwise contemplated by this Agreement, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Accordingly, if any fee or other amounts shall not be received by PSE within thirty (30) days after such amounts shall first become due, City shall pay to PSE a late charge, as liquidated damages and not as a penalty, equal to two percent (2%) of such overdue amounts as a reasonable estimate of the administrative, processing and accounting costs PSE will incur by reason of late payment by City. Such late charge is intended to be in lieu of City's liability for such costs, but shall not relieve or release City from liability for any other costs or damages suffered by PSE by reason of late payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by City.
- 22.2** In addition to any late charge under paragraph 22.1, City shall pay to PSE interest, compounded daily, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any fees or other amounts not paid to PSE when due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by City.

SECTION 23. NONWAIVER

The failure of PSE to insist upon or enforce strict performance by City of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

City shall not assign, apportion, delegate or sublease any of its rights or obligations under this Agreement or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of PSE, which consent shall not be unreasonably withheld. Any apportionment, delegation, sublease or assignment or purported apportionment, delegation, sublease or assignment without the prior written consent of PSE shall be voidable by PSE. In any event, no sublease or assignment of this Agreement shall relieve City from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of PSE, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

SECTION 25. NOTICES AND OTHER COMMUNICATIONS

25.1 Written Notice. As referenced elsewhere in this Agreement, PSE and City shall provide notice, approval, consent, instruction, direction or other communication to each other in writing ("Written Notice"). The following notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, sent via overnight delivery, or within five days of being deposited in the US Mail with appropriate postage:

- a) Notice of adjustment of the Annual Rental Fee (Appendix III).
- b) Notice of code violation: City's Equipment fails to comply with the requirements of NESC.
- c) Notice of permit violation: City's Equipment fails to comply with the requirements of Appendix V.
- d) Notice of termination of Agreement by either Party.
- e) Notice of failure to respond to an invoice.
- f) Notice in lieu of payment of an invoice.
- g) Notice of consent of assignment of Agreement to a third party.
- h) Notice of rearrangement of City's Equipment by PSE.
- i) Notice of City failure to perform or observe any other term or condition of this Agreement.

Written Notice shall be made to the following addresses and either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this section:

If to:

Puget Sound Energy, Inc.: 3380 146th PL SE #310, Bellevue, WA 98007 / Pole Services

City of Anacortes: 904 6th Street, PO Box 547, Anacortes, WA 98221 / Municipal Fiber Manager

25.2 Electronic Notice. As referenced in this Agreement, PSE and City may provide notice to each other electronically ("Electronic Notice"). The following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System); or other mutually agreed to Joint-Use Notification System:

- a) Attachment Applications
- b) Notice of denial or approval of Attachment Applications
- c) Notice of pole transfers or other work on PSE Facilities
- d) Other notifications and communications as approved by PSE
- e) Termination of Attachment Notice

SECTION 26. VOLUNTARY EARLY TERMINATION

Either Party shall have the right to terminate this Agreement or any Attachment/s made pursuant hereto, for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where City or PSE exercises such right, City will remove the impacted Attachments and Equipment from PSE's Facilities at City's expense, within six (6) months from the date of Termination as specified in the Notice of Termination. City will return the poles utilized by City to their original condition, with the exception of normal wear and tear.

SECTION 27. SURVIVAL

The obligations imposed on City under Sections 6, 11, 15, 17, 20, 21, 22, 23, 24, 25, 28, 29, and 30, and paragraph 7.2, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 28. REGULATORY APPROVALS

This Agreement and any transfers of property pursuant to this Agreement are subject to the authority of regulatory agencies having jurisdiction over the Parties, or either of them, with respect thereto. Each Party shall promptly submit this Agreement to the regulatory agencies having such jurisdiction over such Party and shall take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

SECTION 29. MISCELLANEOUS

- 29.1** The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to Attachments.
- 29.2** This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both Parties.
- 29.3** Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- 29.4** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29.5** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 30. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

**City /Accepted and Agreed:
City of Anacortes**

**PSE /Accepted and Agreed:
Puget Sound Energy, Inc.**

By: _____

By: _____

Title: Mayor

Title: Supervisor, Account Management

Date: _____

Date: _____

Address:

904 6th Street (PO Box 547)
Anacortes, WA 98221
Attn: Municipal Fiber Manager

Address:

3380 146th PL SE #310
Bellevue, WA 98007
Attn: Pole Services

APPENDICES

- I** Certificate of Insurance, referenced in § 18 of the Agreement
- II** Pole Attachment Application, referenced at § 2.3 of the Agreement
- III** Annual Rental Fee, referenced at § 6.1 of the Agreement
- IV** Fees for Transferring Communication Equipment, referenced at § 5.4 of the Agreement
- V** PSE Pole Attachment Specifications

Appendix I

INSURANCE REQUIREMENTS

**Attach Certificate of Insurance of
Puget Sound Energy, Inc. Mandatory Requirements**

Appendix II

APPLICATION FOR ATTACHMENT

Application or
Job Number

Date

TO: Puget Sound Energy

Licensee:

Name:

Address:

Email/Phone #:

Please grant permission to occupy your poles in accordance with the conditions set forth in Pole Attachment Agreement, dated _____

- ☐ Application for rental on _____ distribution poles
☐ Application for rental on _____ transmission poles

DESCRIPTION OF WORK:

Overlashing

New Cable

- | | |
|--------------------------|---|
| ☐ | PSE Universal maps attached with requested poles highlighted. |
| ☐ | Licensee's work sketch showing PSE grid numbers is attached. |
| ☐ | Appendix A Attached |
| ☐ | Fiber Specs Attached |
| ☐ | Photos Attached (Optional up to 10 poles) |

POWER SUPPLIES _____ Will be installed. Pole list is attached and power supply specifications are included.

Failure to supply requested information may delay acceptance of the application.

- | | |
|--------------------------|---|
| ☐ | Application or notification accepted. |
| ☐ | Billing of new contacts to be effective _____ |

LICENSOR PUGET SOUND ENERGY
BY _____

PSE Joint Use Coordinator

Date _____

Appendix III

ANNUAL RENTAL FEE Computation of Annual Rate for Poles Owned by PSE

A.	Net Cost of Bare Pole Calculation	PV
	1. Gross Distribution Plant	
	2. Gross Pole Investment (Acct. 364)	
	3. Distribution Plant Accumulated Depreciation	
	4. Depreciation Reserve (Poles)	
	5. Gross Plant Investment (Electric)	
	6. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	7. Accumulated Deferred Taxes (Accts. 190, 281-3) (Poles)	
	8. Net Pole Investment	
	9. Appurtenances Factor	0.85
	10. Net Pole Investment Allocable to Attachments	
	11. Total Number of Poles	
	Net Cost of a Bare Pole	
B.	Carrying Charge Calculation	CC
	1. Total General and Administrative	
	2. Gross Plant Investment (Electric)	
	3. Depreciation Reserve (Electric)	
	4. Accumulated Deferred Taxes (Electric) (190, 281-3)	
	Administrative Carrying Charge	
	5. Account 593 (Maintenance of Overhead Lines)	
	6. Investment in Accts. 364,365 & 369	
	7. Depreciation (Poles) related to Accts. 364, 365 & 369	
	8. Accumulate Deferred Income Taxes for 364, 365 & 369	
	Maintenance Carrying Charge	
	9. Gross Pole Investment (Acct. 364)	
	10. Net Pole Investment	
	11. Depreciation Rate for Gross Pole Investment	
	Depreciation Carrying Charge	
	12. Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)	
	13. Gross Plant Investment (Total Plant)	
	14. Depreciation Reserve (Total Plant)	
	15. Accumulated Deferred Taxes (Total Plant) (190, 281-3)	
	Taxes Carrying Charge	
	16. Rate of Return	
	Return Carrying Charge	
	Total Carrying Charge	
C.	Space Factor Calculation	PR
	1. Occupied Space	1
	2. Usable Space	13.5
	3. Space Factor	
D.	Annual Pole Attachment Rental Rate Calculation	
	1. Net Cost of a Bare Pole	(PV)
	2. Total Carrying Charges	(CC)
	3. Space Factor	(PR)
	Pole Attachment Rental Rate	(PR*CC*PR)

Appendix IV

FEES FOR TRANSFERRING COMMUNICATIONS EQUIPMENT

FIRST TRIP COSTS – Fees for performing transfer work while PSE is in the process of doing its own work.

Crossarms, all types	\$ 145.00
Anchor strand or overhead guy	145.00
Sidewalk anchor guy and pipe	155.00
Drop wire (no splicing)	145.00
Service Conduit	195.00
Messenger and cable bolted to pole or cable arm (no splicing)	150.00
Messenger dead-end	165.00
Cable riser (including pipe and molding – no splicing)	195.00
Cable terminal (no splicing)	155.00

RETURN TRIP COSTS - Cost of performing transfer work when PSE must return to the job site.
The following amounts include travel time.

Crossarms, all types	\$ 235.00
Anchor strand or overhead guy	235.00
Sidewalk anchor guy and pipe	265.00
Drop wire (no splicing)	250.00
Service Conduit	385.00
Messenger and cable bolted to pole or cable arm (no splicing)	235.00
Messenger dead-end	295.00
Cable riser (including pipe and molding – no splicing)	385.00
Cable terminal (no splicing)	265.00

TOPPING FEE \$125.00

Appendix V

POLE ATTACHMENT SPECIFICATIONS

Attached

Scope

This standard describes the requirements for vertical clearance of overhead conductors above ground, roadways, rail, and water.

Design Practice

Clearances for conductors that PSE owns and/or operates shall meet the requirements of WAC 468-34-290 and NESC 232.

Clearances shall be calculated with the conductor temperature and loading conditions that produce the maximum final sag.

See Standard 6450.3000 for information on conductor design temperature and design tensions.

See Standard 6550.6200 for information on how to measure conductor sag.

Joint Use Construction

In joint use construction, the lowest communication conductor shall be considered. Its required clearance, plus the required spacing between the communication and power conductors may force the power conductors to have more than the minimum amount of clearance.

New Construction

If the terrain will be altered under the power line that effect the grade (such as filling, repaving a street, installing sidewalks, or adding landscaping) the clearances required by this standard shall be increased so when the terrain is at final grade, the minimum clearances are met.

Clearance Requirements

Table 1 lists the requirements for most situations that will be encountered. In rare cases, the NESC may allow reduced clearances. If the conductor is at an elevation above 3000 feet and it operates at 115 kV or more, additional clearance is required.

Conductor-to-Ground Clearances

0700.3001

Table 1

Clearance requirements (all measurements are in feet)

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Interstate highways, state highways, and bridges on those highways (crossing).	24.0 *	24.0	24.0	4 and 15 kV = 30 34.5 kV = 32	34.0	34.0	34.0	34.0
Interstate highways, state highways, and bridges on those highways (longitudinal).	20.0	24.0	24.0	4 and 15 kV = 27 34.5 kV = 32	32.0	32.0	32.0	32.0
Municipal roads, streets, parking lots, alleys, private driveways, horse trails and areas subject to truck traffic (including farmland, orchards, pastures, and forests).	15.5	16.0	16.5	18.5	18.9	19.1	20.1	22.4
Railroad tracks (except electrified railroads using overhead trolley conductors). †	23.5	24.0	24.5	26.5	26.9	27.1	28.1	30.4
Pedestrian ways where vehicles are prohibited by regulation or permanent obstructions and not reasonably expected to be used by vehicles.	9.5	12.0	12.5	14.5	14.9	15.1	16.1	18.4
Water areas not suitable for sailboating or where sailboating is prohibited.	14.0	14.5	15.0	17.0	17.4	17.6	18.6	20.9

* This value is 20' for communications cables on joint use structures.

† The railroad company may require greater clearance than shown here.

Continued on next page

	CONDUCTORS							
	Communications and common neutral	Insulated service or secondary	Uninsulated service or secondary	Primary 4.0 kV thru 34.5 kV	55	66	115	230
	GUYS							
	Guys for structures carrying 0 thru 300 V		Guys for structures carrying 301 thru 750 V	Guys for systems carrying 751 V thru 34.5 kV				
Water suitable for sailboating (including lakes, ponds, reservoirs, tidal waters, rivers, streams, and canals), that are less than 20 acres.	17.5	18.0	18.5	20.5	20.9	21.1	22.1	24.4
Water suitable for sailboating, but greater than 20 acres, but less than 200 acres.	25.5	26.0	26.5	28.5	28.9	29.1	30.1	32.4
Water suitable for sailboating, but greater than 200 acres, but less than 2000 acres.	31.5	32.0	32.5	34.5	34.9	35.1	36.1	38.4
Water suitable for sailboating, and greater than 2000 acres.	37.5	38.0	38.5	40.5	40.9	41.1	42.1	44.4
Boat ramps and rigging areas.	The clearance shall be 5 ft greater than that required for the water area being served by the boat ramp or rigging area.							

These values are from NESC Table 232-1, except for the state highway clearance that is from WAC 468-34-290.

References

The following Puget Sound Energy documents apply to this standard:

6450.3000 Overhead Distribution Line Design
6550.6200 Conductor Sag Measurement

Sources

IEEE C2-2012
NESC

Rule 232 Vertical clearances of wires, conductors, cables, and equipment above ground, roadway, rail, or water surfaces

WAC

468-34-290 Vertical clearance

Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Scope

This standard establishes the attachment, grounding, structural, and clearance requirements for communications cables and equipment attached to Puget Sound Energy-owned poles.

This standard does not address RF antenna equipment (see Standard 0700.8500).

In This Standard

This standard contains the following topics.

Topic	See Page
Definitions	1
Transmission Pole Loading	3
Cables	4
Guys and Anchors	4
Pole Drilling	6
Unused Facilities	6
Equipment Mounting	6
Risers	7
Underground Service Drops	9
Grounding Requirements	9
Clearance Requirements	10
Streetlight Clearances	15

Definitions

These are definitions of terms used in this standard. *Figure 1* illustrates these terms.

Term	Definition
Communication Worker Safety Zone	See Safety Space.
Communications Space	The space on a pole below the Communication Worker Safety Zone where communications lines are installed. The lower bound of the Communications Space is the lowest point on the pole where communications lines may be installed and maintain adequate pole-to-pole ground clearance.
Covered Streetlight Wire	Insulated streetlight conductor covered with protective molding.
Field Face Quadrant	The quarter section of a pole on the field side of the pole gain.

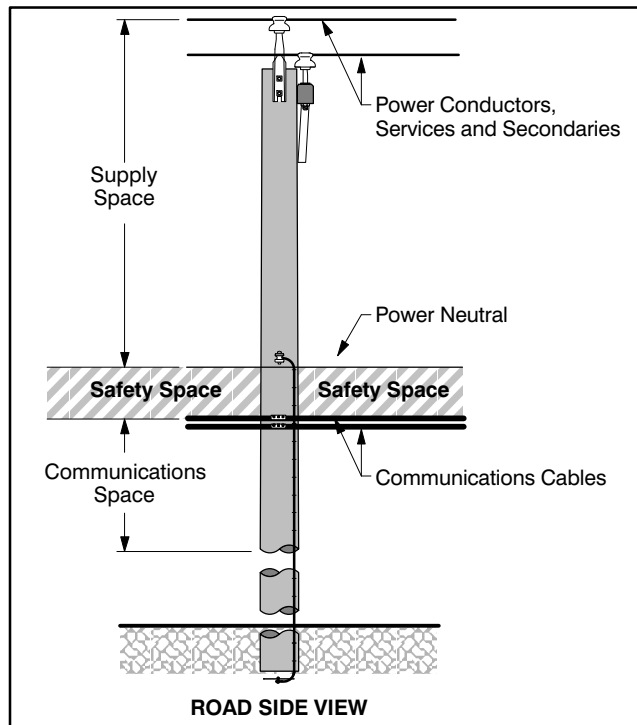
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Definitions, *continued*

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than Puget Sound Energy that attaches to any Puget Sound Energy-owned facility.
Pole Face	The side or half of the pole that contains the pole gain.
Pole Gain	The notch in the pole that contains the pole manufacturing information. The pole gain is located 12 feet from the butt of the pole.
Road Face Quadrant	The quarter section of a pole on the road side of the pole gain.
Safety Space (or Communication Worker Safety Zone)	The vertical space on a pole below the supply space and above the communications space. This space is intended to provide a safe working clearance for workers in the communications space. It is defined in the NESC, Section 235C4. NOTE: The term “safety space” is used in this standard for purposes of clarity.
Supply Space	The space above the Communication Worker Safety Zone. Except for some streetlights, this is where electric supply equipment and electric supply lines (power lines) are installed. The Supply Space extends to the lower of: ▪ 120 inches down from a 115 or 230 kV transmission line conductor. ▪ 96 inches down from a 19.9/34.5 kV primary line conductor. ▪ 84 inches down from a 2.4/4.0 kV and 7.2/12.47 kV primary line conductor. ▪ The lowest attachment point of a secondary or neutral conductor.

Figure 1

Space Allocation on a Pole

**Approval Required**

Joint utilities must receive written approval from Puget Sound Energy before attaching to Puget Sound Energy-owned poles. This includes overlanding cable to existing bundles on a strand. Joint utilities must also have a signed Joint Use Agreement with PSE. Joint Users must also refer to their Joint Use Agreement for any additional specific requirements.

Codes

All equipment and hardware shall be mounted on the pole in a way that provides adequate climbing and working space. In all cases, clearances and separations as required in the NESC shall be met, both at the pole and midspan.

All poles where attachments are made shall have sufficient structural capacity to support the loadings for all facilities attached. Poles should be reviewed for NESC strength compliance where new or modified facilities are proposed that would increase loading on the pole.

Transmission Pole Loading

PSE will structurally review all proposed attachments to PSE transmission poles. Attachment to transmission poles without distribution underbuild may not be approved.

Cables

Joint utilities' cables shall:

- Attach to the same side of the pole as the power neutral conductor.
- Be installed on the road side of the pole if the power neutral conductor is on a primary crossarm.
- Be tensioned or guyed so the angle of existing structures is not altered and the sag characteristics of the power conductors do not change. All unbalanced tensions must be guyed.
- Meet all applicable NESC clearances at the time of installation or alteration.

When present, PSE-owned fiber shall take the uppermost position on the pole.

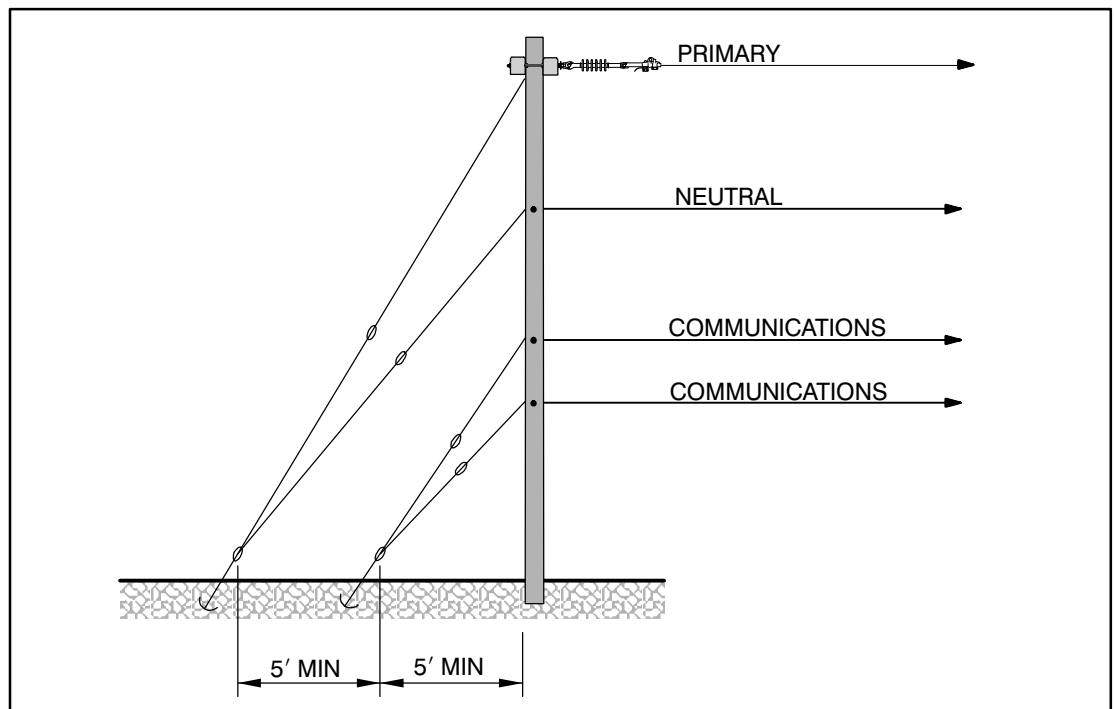
Guys and Anchors

The following requirements apply to joint utilities' guys and anchors:

- Each company is responsible for installing the appropriate guying to balance the maximum horizontal tension of its cables/messengers. This includes at deadends, angles, taps, and other such locations. Service drops do not require guying unless deemed prudent by the attaching company.
 - Guys shall be installed with anchors provided and installed by the communications company. Existing PSE anchors may be used only with permission from PSE on a per location basis. Such requests may only be granted if:
 - The communication guy attachment is insulated or grounded.
 - The anchor has sufficient strength. PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments shall not be exceeded. ***Installing auxiliary eyes is also not permitted (see Figure 2).***
 - New anchors must be a minimum of 5 feet from existing PSE anchors and the pole (see *Figure 3*).
 - Crossing down guys or fastening two span guys together for ground clearance is not permitted.
 - Pole-to-pole span guying may not utilize a pole as an anchoring device unless a down guy meeting the requirements of this section is installed.
 - Guy markers shall be installed on all communication down guys.
 - Guys must be grounded or insulated.
-

Figure 2

This type of installation is not permitted! PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments may not be exceeded.

**Figure 3****Anchor Placement**

Pole Drilling

Existing holes shall be used for equipment mounting whenever possible.

When new holes must be drilled in wood poles, they shall be treated with PSE's current approved wood preservative. Treatment shall be applied using a pressure-type oil can or a bottle brush. All communication attachments on PSE steel poles must be banded to the pole unless factory predrilled holes are available. Field drilling is not allowed on steel poles unless approved by PSE on a per case basis.

Refer to PSE Standard 6450.7500 for field treatment requirements for wood poles.

Unused Facilities

Unused communication facilities that are not required for normal service, redundancy, or emergency use shall be removed.

Equipment Mounting

Joint utility-owned communications enclosures mounted more than 8 feet abovegrade on PSE-owned poles shall be no larger than 24 inches wide x 24 inches high x 18 inches deep (24" W x 24" H x 18" D). The joint utility shall provide and install all materials necessary to support a communications enclosure a minimum of **5 inches** from the face of the pole. If the enclosure is to be energized, then the joint utility shall also provide enough supply wire coiled at the weatherhead to reach the transformer secondary connections.

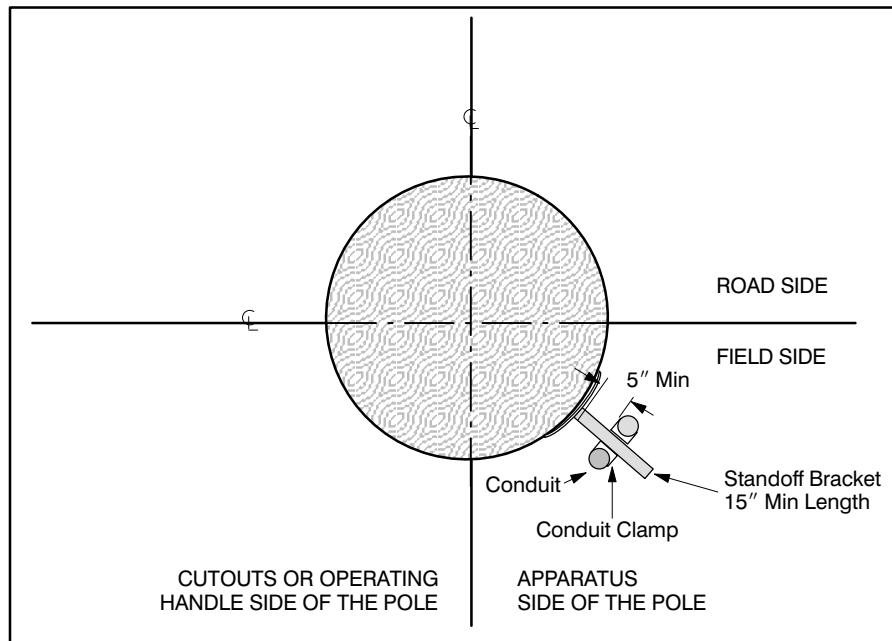
Communications enclosures shall be mounted directly above the pole gain. If this is not possible, they shall be mounted on the road face quadrant of the pole.

NOTE: A city or state electrical inspection is required before PSE connects communications power supply wires to power conductors.

Figure 4 illustrates the attachment requirements for risers and enclosures.

Figure 4

Attachment Requirements for Risers and Enclosures



Risers

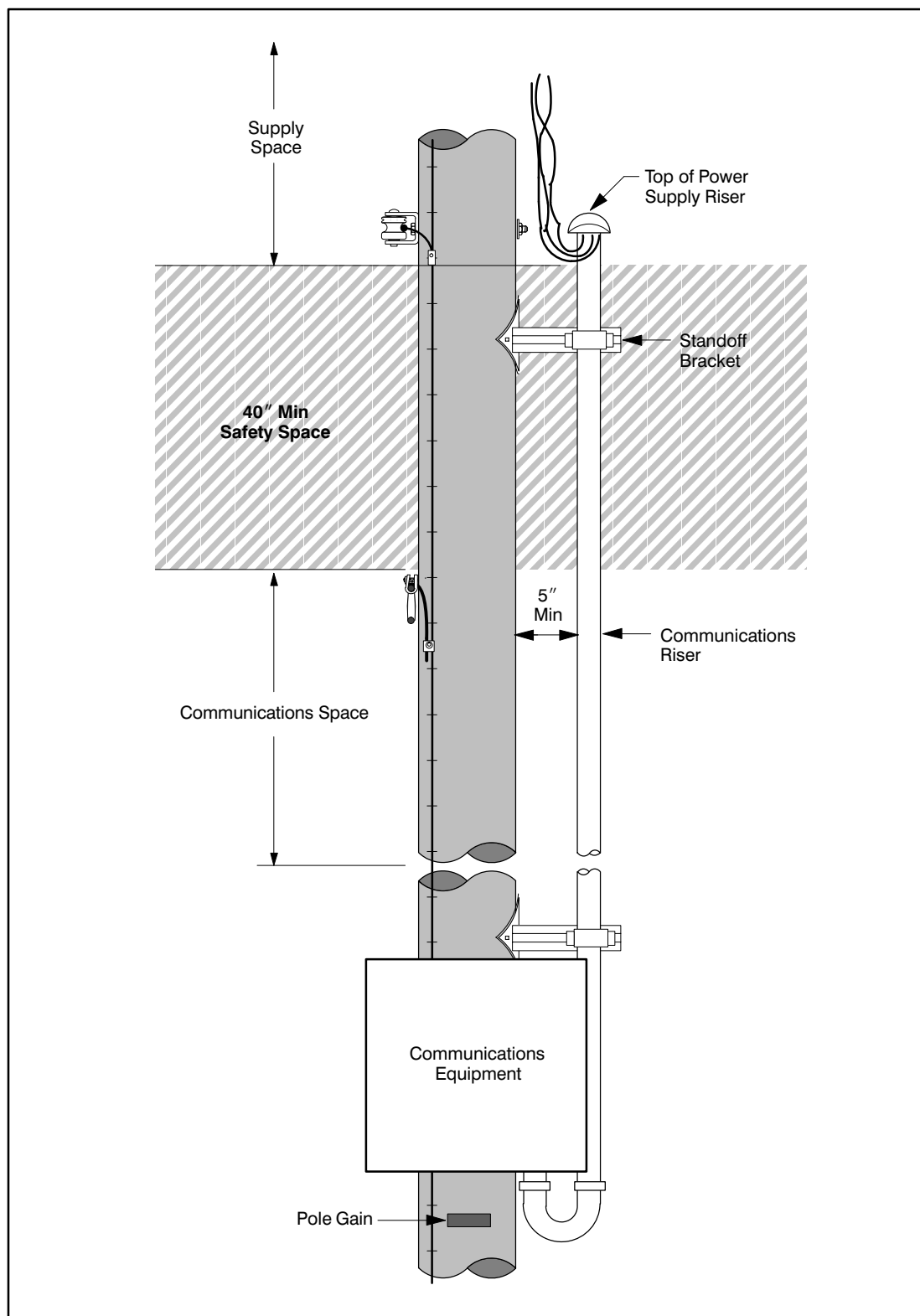
Communications risers shall be mounted:

- Where they will not interfere with climbing space or the operation of pole-mounted equipment. The best position is on the field face side of the pole (see *Figure 4*); the exact location will depend on the position of obstructions and the direction of the cable or conduit run.
- On standoff brackets and provide a minimum **5-inch** clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed, the communications company shall provide and install them.
- High enough on the pole to ensure the 40-inch safety space requirement is maintained between the bottom of the drip loop and the top of the communications space (see *Figure 5*). The bottom of the drip loop shall be no lower than the lowest piece of pole hardware in the supply space.

Risers, *Continued*

Figure 5

Attachment Requirements for Communications Risers



Underground Service Drops

Communications drops less than 1/2-inch in diameter may be attached directly to a pole under the following circumstances:

- They shall be securely attached, in accordance with NESC 239D, from the ground to the communications level, using staples or other means to ensure that the cables cannot be pulled away from the pole and become a tripping or snagging hazard to the public or anyone climbing the pole.
- To minimize climbing hazards, they shall only run vertically; they shall not wrap around the pole.
- All vertical runs shall be installed on the same quadrant of the pole. If there are existing conduit risers on the pole, the vertical runs shall be placed within the same quadrant as the existing riser(s).
- Any coils of spare cable will be attached to the pole no less than 8 feet abovegrade.
- Connection blocks will be mounted on the pole in the same quadrant as the drop and shall be no larger than 20 square inches.

Grounding Requirements

Metallic Messenger Bonding

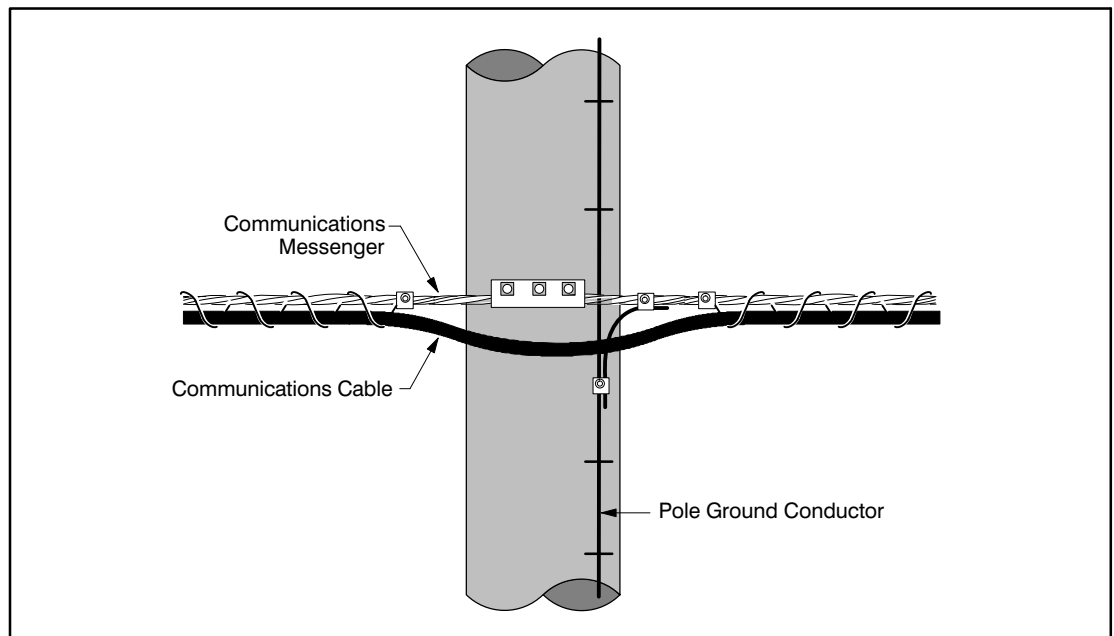
Communications metallic or conductive messengers may be bonded to the pole ground conductor, in accordance with NESC 97G, by the attaching company.

NOTE: Nonmetallic/nonconductive self-supporting messengers (i.e., Kevlar-type) do not require bonding.

Figure 6 illustrates how to construct the grounding.

Figure 6

Grounding Communications Messengers at Supports



Clearance Requirements

Transmission Clearances

PSE does not allow attachments to transmission poles above 100 kV unless the pole has distribution underbuild. For applications to transmission poles with existing distribution underbuild, PSE personnel will determine whether the attachment will be allowed and, if so, provide clearance requirements.

Distribution Clearances (up to and including 34.5 kV)

It is the responsibility of the joint utility to determine which clearance listed below applies, based upon the type of supply equipment or construction on the pole.

NOTE: All clearances are measured vertically.

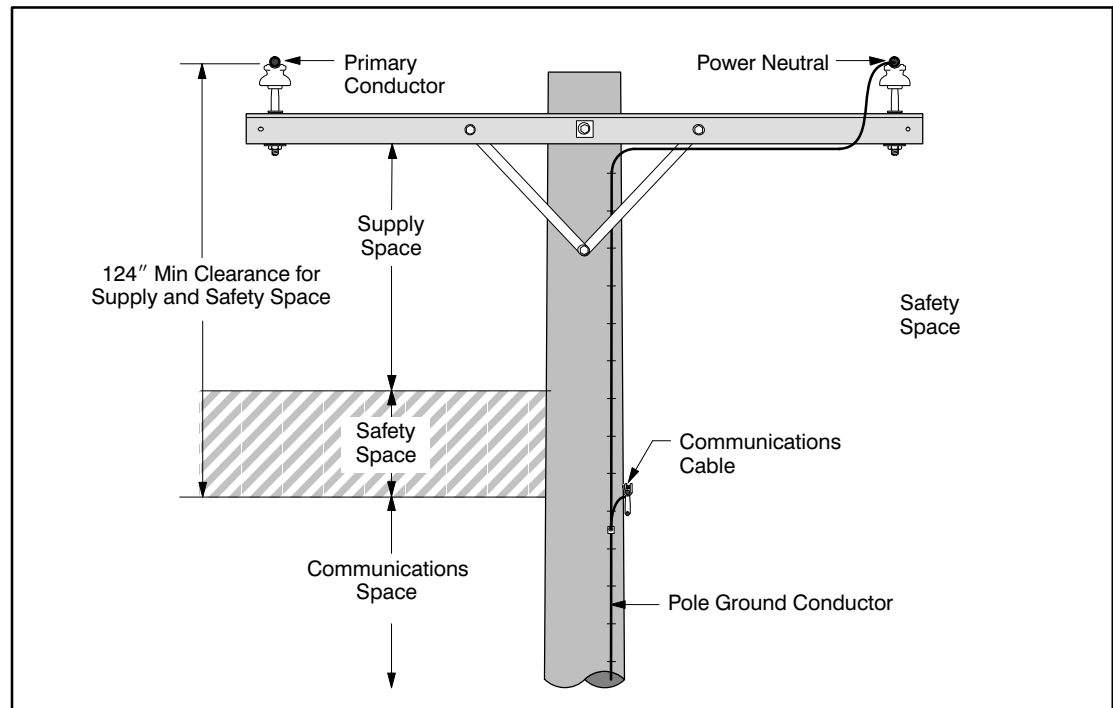
Clearance at Supports

The minimum clearance at supports between power company equipment and the top of the communications space depends upon the type of construction and equipment on the pole.

If . . .	And . . .	Then . . .
All primary conductors are mounted on a crossarm at the same level (either single or double arm construction),	There is no additional power equipment mounted below the primary arm,	124-inch (10'-4") minimum clearance is required (<i>Figure 7</i> illustrates this clearance). NOTE: This clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communications space. This distance encompasses the supply and safety space and provides room for future installation of supply equipment and/or service conductor.

Figure 7

Clearance Between Power Conductors and Communications Space



Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Supply Equipment

If any of the following supply equipment is mounted on the pole, a minimum clearance of 40 or 30 inches is required, depending upon whether the supply equipment is ungrounded or grounded.

This clearance is measured from the **bottom of the lowest piece** of supply equipment to the top of the communications space.

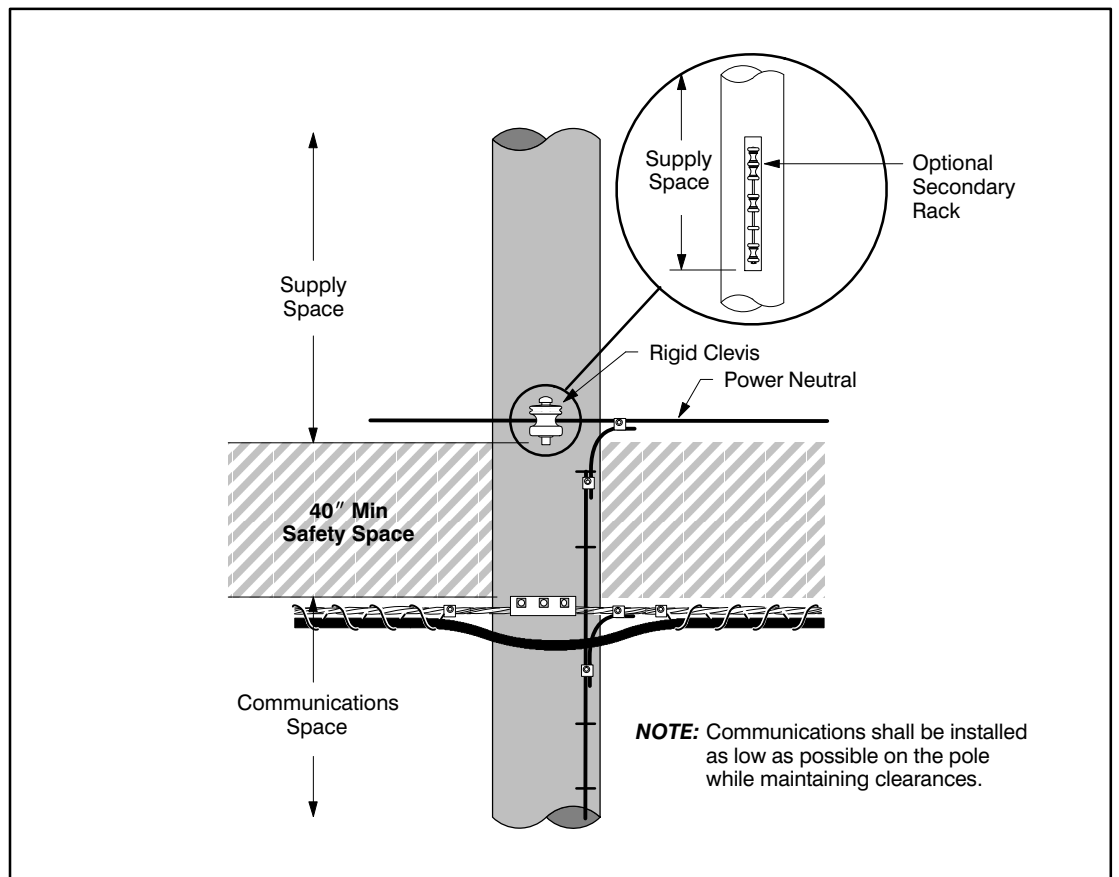
Ungrounded Equipment

Ungrounded equipment has a 40-inch clearance.

Equipment	See Illustration
Rigid clevis	Figure 8
Secondary rack	Figure 8
Exposed supply wire This does not apply to streetlight supply wire drip loops.	Figure 9 and Figure 10
Secondary crossarm brace	None

Figure 8

Clearance Between Ungrounded Supply Equipment and Communications Space



Clearance Requirements, *continued*

Figure 9

Clearance Between Supply Conductor Drip Loop and Communications Space

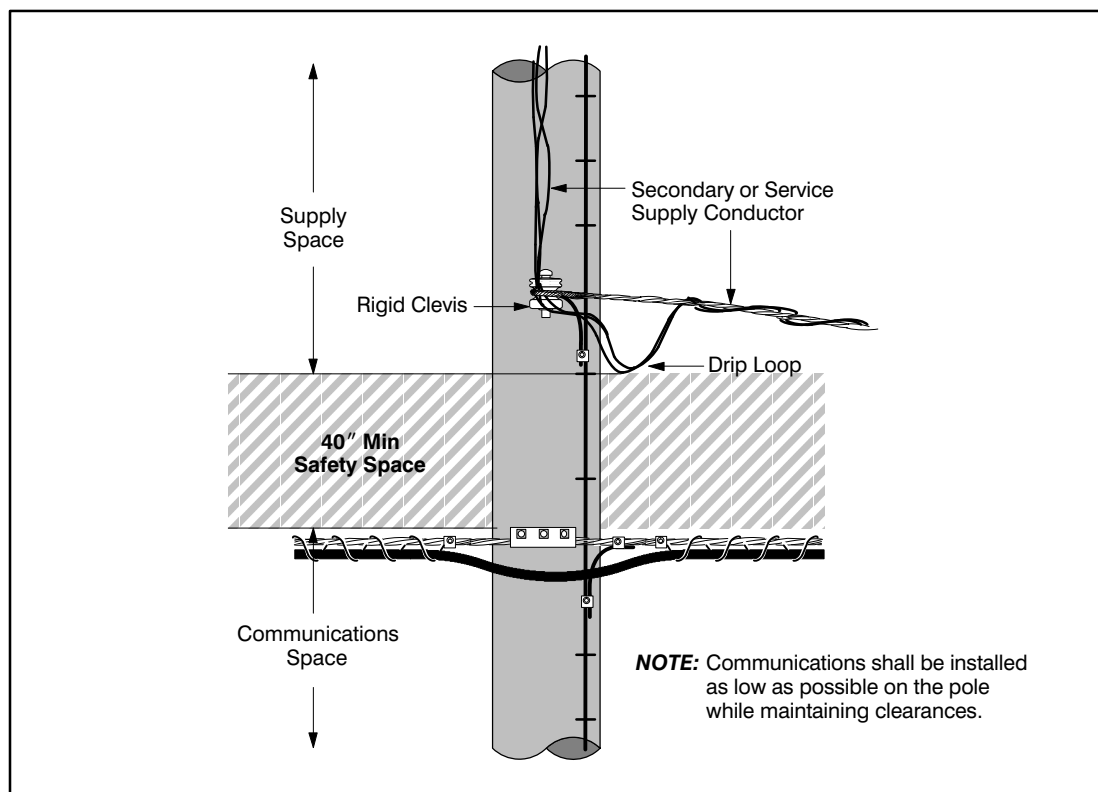
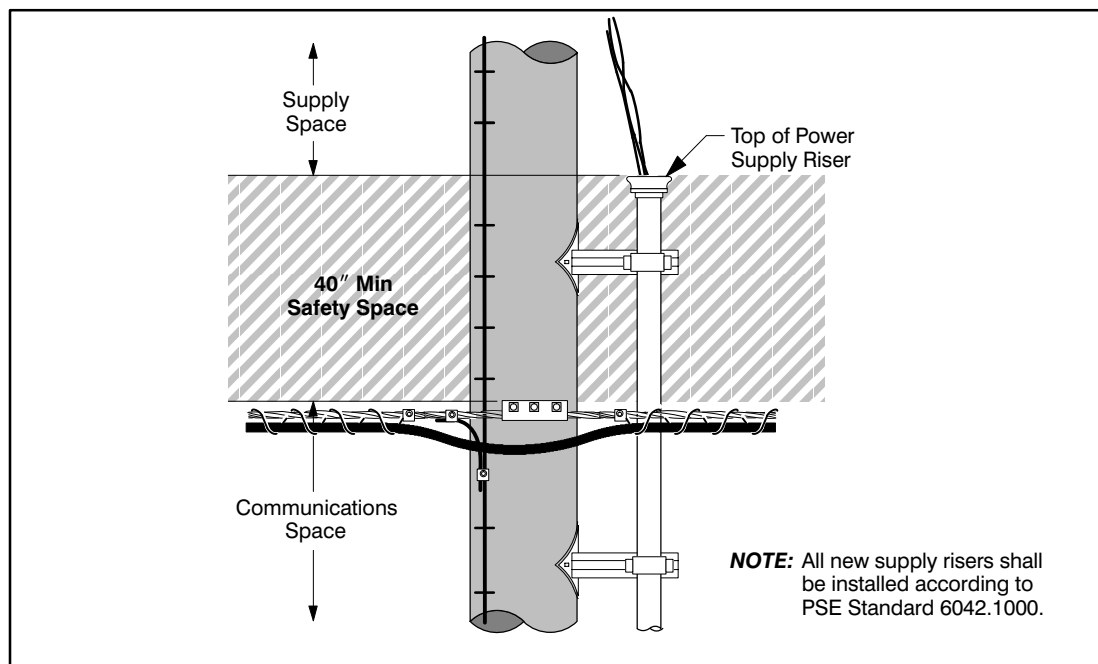


Figure 10

Clearance Between Top of Power Riser and Communications Space

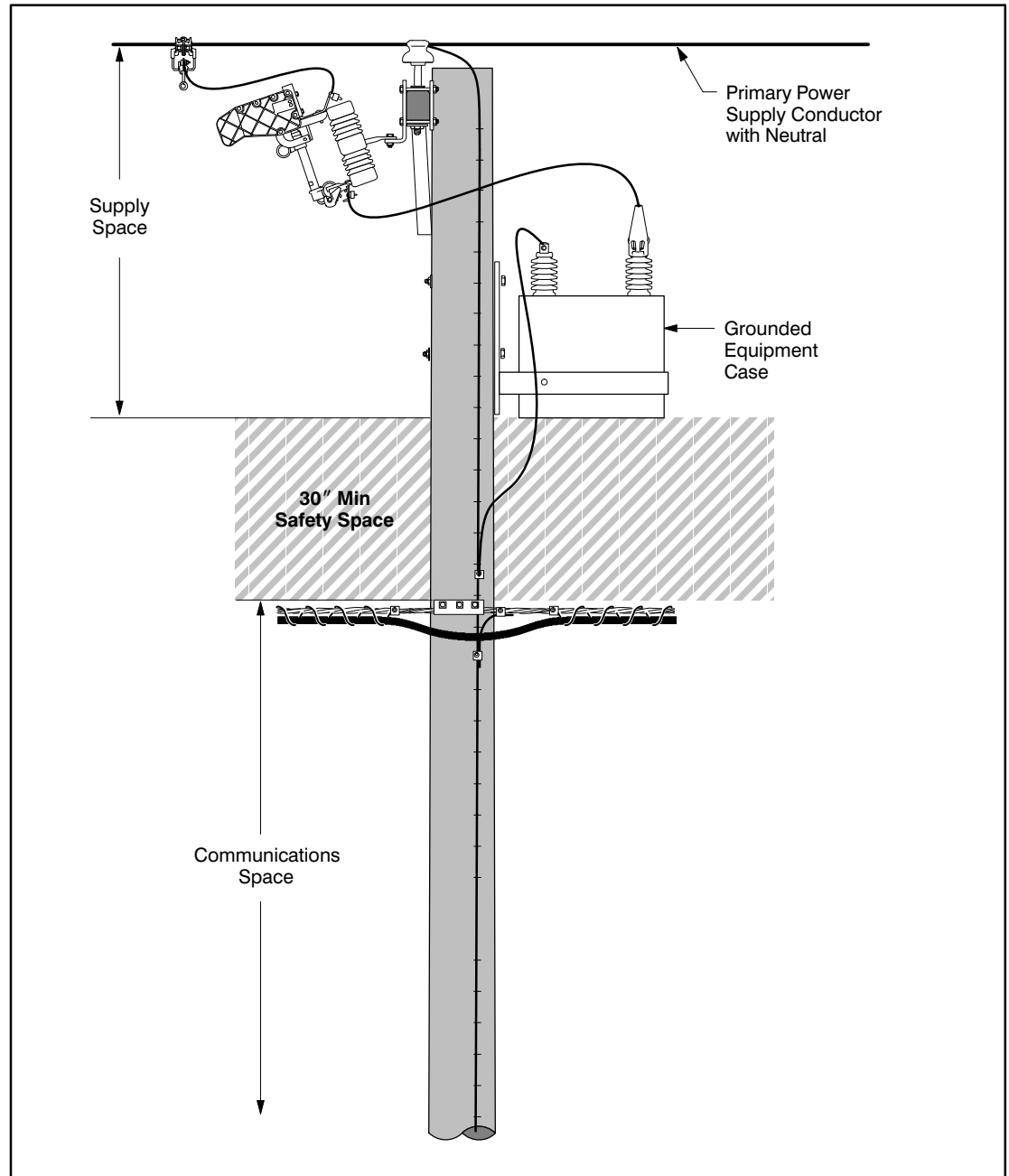


Grounded Equipment

Grounded equipment has a 30-inch clearance. *Figure 11* illustrates a typical (in this case a capacitor bank) equipment installations.

Figure 11

Clearance Between Grounded Supply Equipment and Communications Space



Clearance Requirements, *continued*

Midspan Clearance The minimum vertical clearance at any point in the span between power conductors and communications cables is **63, 40, or 30 inches**, depending upon the power line voltage. There are no horizontal clearance dimensions that can alleviate vertical clearance requirements between power conductors and communications cables jointly attached to PSE poles.

These midspan clearances must be met with the upper conductor (PSE) and the lower conductor (communications) at their final unloaded sag in the same ambient conditions and with the power conductor at its maximum design operating temperature (75°C for phase, 50°C for neutral, and 75°C for secondary).

NOTE: Meeting the midspan clearance requirements may require increasing the clearance distance at the supports (poles) beyond the minimum values.

Equipment	Voltage	Clearance
Primary supply conductors <i>Figure 12</i>	750 V to 34.5 kV	A 63-inch clearance is required.
Power neutral or triplex <i>Figure 13</i>	0-750 V	A 30-inch clearance is required
Open wire secondary	0-750 V	A 40-inch clearance is required

Figure 12

Midspan Clearance Between Primary Supply Conductors and Communications Cables

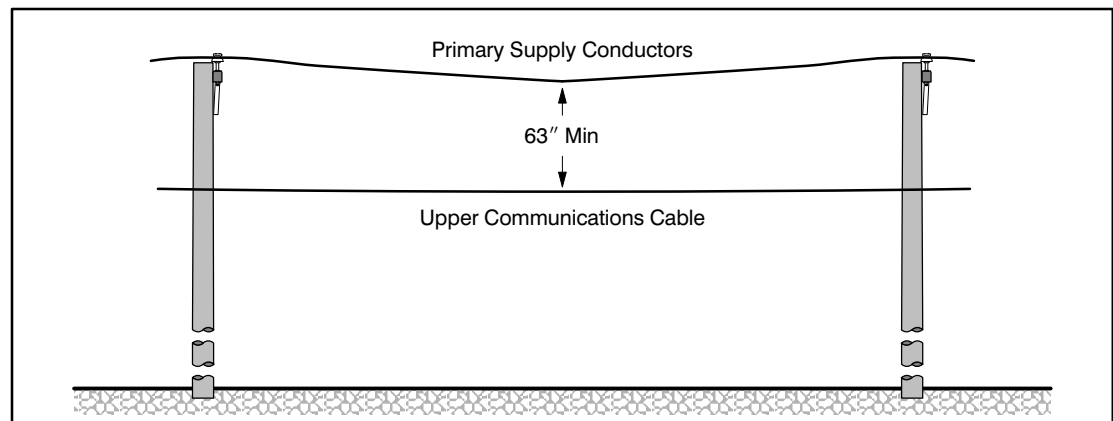
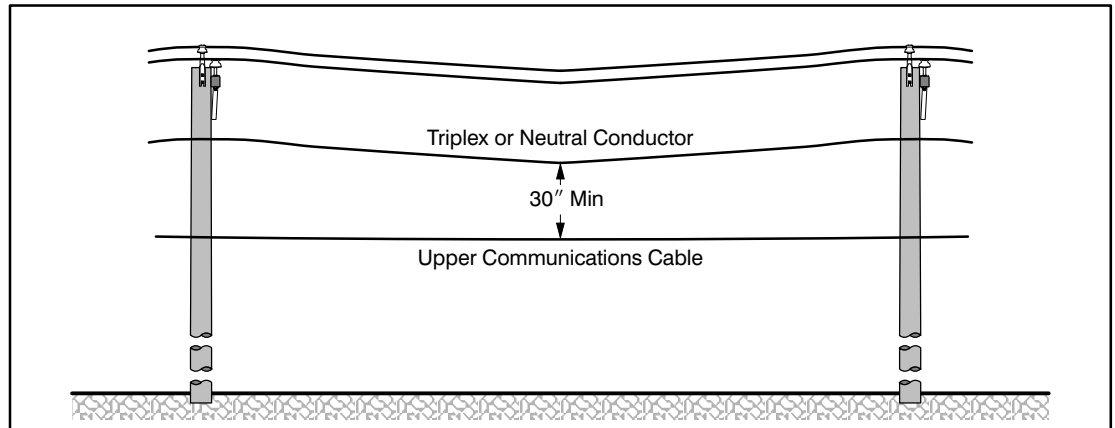


Figure 13

Midspan Clearance Between Secondary or Neutral Conductors and Communications Cables



Streetlight Clearances

Special clearances exist between streetlights and communications cables because:

- They may be installed anywhere on the pole, assuming all clearance requirements are met.
- Vertical runs of streetlight supply wire may or may not be covered with protective molding.

All clearances apply 360° around the entire pole.

Cables Installed Below Streetlights

When communication cables are installed below a streetlight on a pole, **all** of the following minimum clearance requirements shall be met:

Between the bottom of . . .	This clearance is required
Drip loop of the streetlight supply wire and the top of the communications space.	12 inches *
Supply space and the top of the communications space.	40 inches

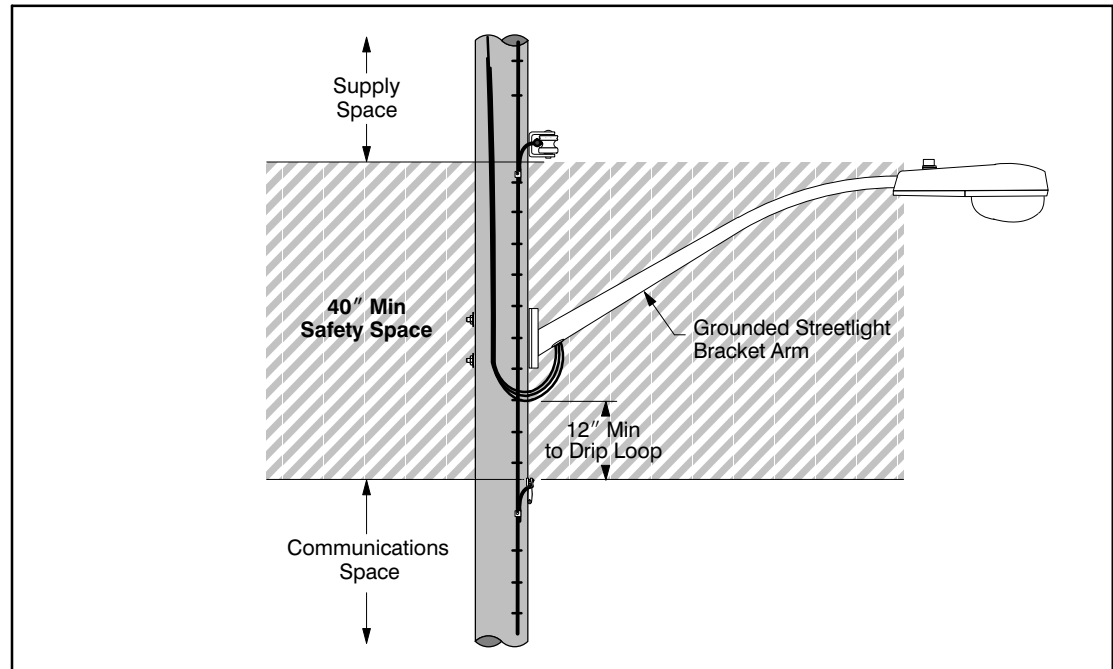
* This may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering that extends at least 2 inches beyond the loop.

Figure 14 illustrates these clearance requirements.

Streetlight Clearances, *Continued*

Figure 14

Clearances for Communications Cables Installed Below Streetlights



Streetlights Installed Beneath Communication Conductors

Proper streetlight mounting heights may require that the bracket be installed beneath the communication conductors.

When this is the case, ***all*** of the following minimum clearance requirements shall be met:

Between . . .	This clearance is required
Top of the streetlight bracket and the bottom of the communications space.	20 inches
Bottom of the streetlight supply wire molding (where wire is exposed at drip loop) and the bottom of the communications space.	40 inches
Top of the streetlight supply wire molding (where wire is exposed) and the top of the communications space.	40 inches

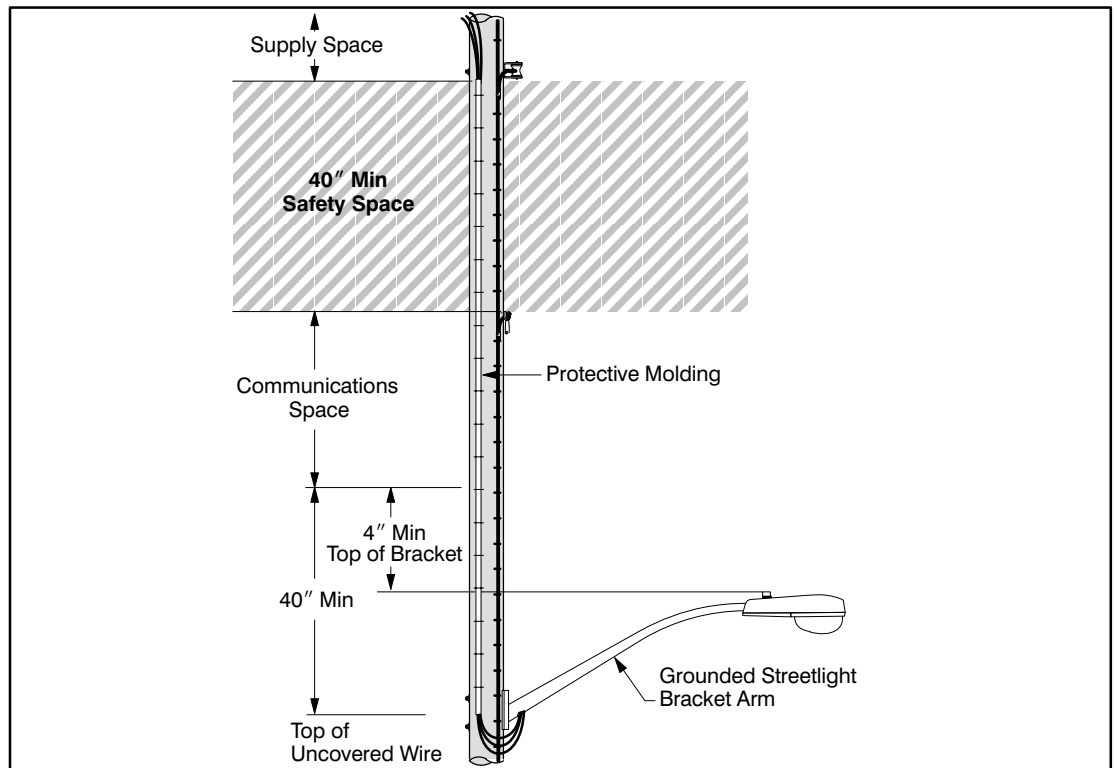
Figure 15 illustrates these clearance requirements.

⚠ CAUTION!

Communications cables shall not be installed above streetlights if the vertical run of streetlight supply wire is not covered with protective molding.

Figure 15

Clearances for Communications Cables Installed Above Streetlights



References

The following Puget Sound Energy documents relate to this standard:

0700.8500	RF Antenna Equipment on Power Poles
6042.1000	Conduit Riser
6450.3900	Wood Pole Information
6450.7500	Field Drilling, Roofing, and Treating Wood Poles and Crossarms

Sources

ANSI	O5.1	Wood Poles: Specifications and Dimensions
IEEE C2-2012	Rule 97G	Bonding of communication systems to electric supply systems
NESC	Rule 235	Clearance for wires, conductors, or cables carried on the same supporting structure
	Rule 235C4	Communication worker safety zone
	Rule 238	Vertical clearance between certain communications and supply facilities located on the same structure
	Rule 239D	Guarding and protection near ground

List of Changes for 0700.8000

Date	Description of Revisions
04/26/19	▪ Added "Communication Worker Safety Zone" to the definitions.



City Council Agenda Bill

Meeting Date: 10/7/2019

Agenda Item: 5f

Subject: Memorandum of Agreement: Anacortes Museum Foundation

Staff Contact: Bret Lunsford

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

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

Summary Statement: Seeking approval of the memorandum of agreement with the Anacortes Museum Foundation.

Background: The City of Anacortes is establishing agreements with the nonprofit organizations that are associated with City of Anacortes departments and programs. The Anacortes Museum Foundation board voted to approve the attached Agreement at its September 24, 2019 meeting.

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 the Memorandum of Agreement between the City of Anacortes and the Anacortes Museum Foundation as presented.

Alternative Actions: N/A

Attachments (listed in order presented): Memorandum of Agreement 19-167-MUS-001 with Anacortes Museum Foundation



**MEMORANDUM OF AGREEMENT
between the
CITY OF ANACORTES
and the
ANACORTES MUSEUM FOUNDATION**

This Memorandum of Agreement ("MOA"), executed on _____, is made by and between the City of Anacortes, a Washington Municipal Corporation (the "City"), and the Anacortes Museum Foundation, a 501(c)(3) non-profit corporation located in Anacortes, Washington ("the Foundation"), collectively referred to as "the Parties."

RECITALS

WHEREAS, the mission of the Foundation is to enrich the Anacortes Museum through opportunities and financial support. The Foundation endeavors to augment, not replace, tax-based support for the Anacortes Museum by securing donations, funding and endowments beyond the scope of the Anacortes Museum's operating budget; and

WHEREAS, the Foundation was incorporated in 1992 as a tax-exempt, charitable, non-profit organization with 501(c)(3) status to secure, manage and distribute donations for supporting both short-term and long-term needs of the Anacortes Museum, which became a department of the City in 1980; and

WHEREAS, the Anacortes Museum's mission is to create a place to preserve and interpret the history of Fidalgo and Guemes Islands; and

WHEREAS, the City recognizes the Foundation is a separate private, non-profit 501(C)(3) charitable organization established for the sole purpose of enhancing Anacortes Museum operations and programming; and

WHEREAS, the Foundation operates as a legal entity separate from the City, and is governed by an independently elected Board of Directors; and

WHEREAS, the City strives to promote community awareness and appreciation of its heritage; and

WHEREAS, the Foundation, while reinforcing the need for continued and increased public support for the Anacortes Museum, serves as a catalyst for attracting private funding from individuals, businesses, organizations, and foundations to enhance senior services for the community; and

WHEREAS, the Foundation and the City wish to assure the continued success and prosperous growth of the Anacortes Museum by memorializing their respective roles and responsibilities;

NOW THEREFORE, for and in consideration of the premises and mutual promises contained in this MOA, the City and the Foundation agree as follows:

AGREEMENT

1. General Operating Procedures

- a. The Foundation agrees to operate according to its Articles of Incorporation, Bylaws, and approved Foundation policies. The Foundation agrees to organize and operate in such a manner that will retain the Foundation's legal status as a tax-exempt, non-profit organization pursuant to section 501(c)(3) of the Internal Revenue Code, or any successor statute.
- b. The Director of the Anacortes Museum ("Director") shall be the City official responsible for the administration of this MOA for the City, and is responsible for day-to-day Anacortes Museum operations.
- c. Any funds or grants received by the City, regardless of whether solicited by the Foundation separately or jointly with the City, shall not be appropriated to the Foundation unless so directed by the City Council pursuant to an ordinance adopted by City Council. Any funds or grants received by, or awarded or donated to the Foundation, regardless of whether solicited by the Foundation separately or jointly with the City, shall be accounted for in the Foundation's records and disbursed in accordance with the donor or grantor's instructions.
- d. Any and all jointly funded capital improvement projects shall not proceed until the City Council appropriates the funds for such project and until the Foundation transfers its share of the appropriation or provides assurances acceptable to the City of timely availability of such funds.
- e. The Director and other City staff may engage in reasonable efforts in their capacities as City employees to support Foundation activities, provided those efforts do not interfere with their duties for the City.
- f. The City and the Foundation may engage in joint promotional efforts, including marketing and the solicitation of funding through grants.
- g. The Foundation agrees to provide a corporate structure for managing private donations, including endowments and grants, that do not create undue obligations for the Anacortes Museum and assures donors that their contributions will be utilized for the intended purpose when specified.
- h. Charitable solicitation registrations shall be maintained. The operating budget and annual financial report of the Foundation will be made available upon request.
- i. The Foundation may organize staff and volunteers to conduct its business and fulfill its responsibilities to the Anacortes Museum and agrees that the Director is an ex-officio member of the Board and therefore has no vote on Board issues. The Foundation will not allow any City staff working in the department supported by the Foundation to hold voting positions or vote on Board issues. The Foundation shall plan, direct, coordinate and conduct activities for raising funds from private sources.
- j. The Foundation staff and the Anacortes Museum's staff will work closely on the overall advancement of the Anacortes Museum's image, visibility, and public understanding of its needs.
- k. Frequent and effective communication between the Anacortes Museum and the Foundation will be maintained.
- l. Donors have a choice between donating gifts to the Foundation or the City for the Anacortes Museum. The Foundation shall provide donor forms and literature about the

Foundation to the Anacortes Museum for distribution to potential donors. Any undesignated donation shall be given to the Foundation.

- m. It is understood that the activities of the Foundation are to be conducted for the benefit of the Anacortes Museum and must be consistent with the Anacortes Museum's plans, programs and policies. It is agreed that the Foundation shall not solicit or accept gifts for any use specified by the donor that is inconsistent with the Anacortes Museum's goals and policies.
- n. The Foundation will maintain policies and procedures for the review and acceptance of gifts and donations. The Foundation will maintain records of gifts.
- o. The Foundation will assist where appropriate in the overall advocacy of the City and Anacortes Museum for County, State, and Federal funding. A united front on both entities will leverage greater public funding and attention.
- p. The Foundation may retain professional services to manage investments.
- q. The Foundation shall provide the Anacortes Museum and the City with its annual financial report that will include a summary of gifts and donations received during the past year, investment performance and operating income and expenses.
- r. The Foundation shall maintain adequate insurance coverage.
- s. The parties shall develop further specific operating procedures as needed to provide for efficient and effective operations and accountability for funds received and disbursed.

2. Term

The initial term of this MOA shall be effective upon execution and run through December 31, 2024, subject to the right of either party to terminate this MOA at any time by giving the other party at least ninety (90) days' written notice, in advance, of its intent to terminate. In the absence of such termination, upon the expiration of the initial term and upon the expiration of each successive term thereafter, this MOA will automatically be extended for three (3) year terms.

3. Acceptance of Gifts by the Foundation.

- a. The Foundation agrees that in accepting gifts of all kinds, the Foundation shall:
 - 1) Advise donors that any restrictive terms and conditions the donor attaches to gifts for the Anacortes Museum are subject to the Foundation Board of Trustees approval.
 - 2) Consult with the Director in advance to ensure that gifts designated for specific purposes are in compliance with the City's policies and Anacortes Museum's master plans, vision, mission and philosophy before accepting the gift.
 - 3) Receive prior written approval from the Mayor for any gift, grant, or contract that includes a financial or contractual obligation binding upon the City.
 - 4) Be responsible for reporting the use of donor funds to the donor.
 - 5) Gifts that, in the Board's sole discretion, are of de minimis value are exempt from the requirements of this Paragraph 3(a).
- b. The Foundation shall communicate the following information to prospective donors:
 - 1) The Foundation is a separate, legal entity organized for the purpose of encouraging voluntary, private gifts, trusts, endowments and bequests for the benefit of the Anacortes Museum.

- 2) Responsibility for governance of the Foundation, including investment of gifts and endowments, resides with the Foundation Board of Directors.
- 3) Any gift made for a designated purpose will be dedicated in its entirety to that purpose unless (i) it is specifically understood by the donor when the gift was made, or subsequently agreed to by the donor in writing, that the gift can be used for another purpose; or (ii) the City objects to the designated purpose of the gift.

4. Foundation support for the Anacortes Museum

- a. The Foundation may provide financial support to the Anacortes Museum upon request from the Director.
- b. Each year, during the Foundation's budget process, the Director may request certain funds be awarded to support Anacortes Museum activities or operations. The Foundation may not award funds to the Anacortes Museum unless so requested or approved by the Director.
- c. The Director may request additional funds not requested through the Foundation budget process in writing.

5. City Responsibilities

- a. The Director or designee will serve as a liaison to the Foundation.
- b. The City authorizes the Foundation to use the name and non-alterable images of the Anacortes Museum in furtherance of its efforts in support of the Anacortes Museum after City approval. The Foundation shall not be permitted to use the City Seal.
- c. The City will provide the Foundation with designated storage and meeting space in Anacortes Museum facilities and with limited computer access. All of the equipment provided by the City is owned by the City.

6. Foundation Responsibilities

- a. All City correspondence, minutes, financial and other records and documents produced, collected, received or retained by current or former City employees and in the possession of the Anacortes Museum constitute "public records" as defined in RCW 42.56.010 of the Washington State Public Records Act, and shall be retained by the City in accordance with the City's records retention requirements. At the request of the Foundation, such records will be copied and the copies provided to the Foundation. Following execution of this MOA, all documents clearly identified as records of the Foundation are the responsibility solely of the Foundation and will be maintained and stored in a separate location, apart from all City records.
- b. The Foundation shall provide the City with an updated copy of its articles, bylaws and officers and directors. The Foundation shall also provide the City with a copy of its IRS Form 990 (Return of Organization Exempt from Income Tax) without accompanying documentation providing information concerning any specific Foundation donor.
- c. The Foundation shall provide the City a financial report annually. The yearly report will be provided before the end of the first quarter of the year following the reporting year and shall not include any information regarding individual Foundation donors.

7. General Terms and Conditions

- a. In the execution and performance of this MOA, the City and the Foundation act independently and not as agents, employees, partners or joint venturers. The agents or employees of one party shall not be construed to be the agents or employees of the

other. City employees shall remain employees of the City, notwithstanding the fact that they may assist the Foundation.

- b. Neither the City nor its agents, volunteers, servants, employees or officials shall be responsible or liable for any claim or suit arising from contracts, agreements, understandings or arrangements made by the Foundation with any person or entity covering services or goods procured by the Foundation, or for the negligent or willful acts of the Foundation or those for whom the Foundation acts.
- c. The parties agree that if there is a dispute as to any provision of this MOA, or if either party materially breaches or fails to perform its obligations under this MOA, the other party may give notice in writing of the dispute or material breach. The parties agree to meet to resolve the dispute or material breach within thirty (30) days of receipt of the notice.
- d. Any notice or notices required or permitted to be given pursuant to this Agreement shall be given by certified mail, postage prepaid, return receipt required, as follows:

To the City: Director, Anacortes Museum
 1305 8th Street
 Anacortes, WA 98221

To the Foundation: President, Anacortes Museum Foundation Board
 1305 8th Street
 Anacortes, WA 98221

- e. This MOA shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the law of the State of Washington, and all questions arising with respect thereto shall be determined in accordance with such laws. The parties shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or thereafter adopted, in the performance of its obligations set forth herein. Any and all suits for any claims or for any and every breach of dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Anacortes, Washington.
- f. During the term of this Agreement, the Foundation will hold harmless the City and its agents, employees, volunteers, servants, and officials from any liability arising from the acts or omissions of the Foundation's officers, directors, employees or agents. This provision shall survive the termination, cancellation, or expiration of the MOA.
- g. Any provision of this MOA which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.
- h. This MOA may only be modified in which shall be executed by the authorized representatives of the City and the Foundation.
- i. Neither party shall, without the prior written consent of the other party, assign, delegate, or otherwise transfer, in whole or in part, this MOA, or any rights or obligations arising hereunder.
- j. The City does not discriminate against faith-based organizations. The Foundation and the City agree that, at all times and for all purposes of this agreement, the Foundation shall act as an independent, separate legal capacity and not as an agent of the City or the Anacortes Museum. Each party agrees to be responsible for any negligent acts or

omissions which may occur during the performance of this agreement and which result in claims by individuals or entities not parties to this agreement.

- k. This agreement may be amended upon review and approval by both Parties.
- l. If for any reason the Foundation is dissolved or liquidated, all assets of the Foundation shall be distributed in accordance with its Bylaws.
- m. Severability: Any provision or clause of this Agreement that is deemed invalid by a court or otherwise by law shall not affect the validity of the remainder of the Agreement.
- n. Governing Law; Jurisdiction: This Agreement shall be governed by the laws of the State of Washington. Any legal action brought in court regarding this Agreement shall be filed with the trial courts of Skagit County, Washington. It is understood and agreed by the parties that consultation and negotiation are the preferred first option for resolving all disputes.
- o. No Partnership: No provision of this Agreement shall be construed to create a partnership or joint venture or any other arrangement where one party would be in any way responsible for debts, losses, or liabilities of another party to the Agreement.
- p. Waiver: A waiver by any of the parties to this Agreement shall not be construed as a continuing waiver of a provision, or a waiver of other provisions of the Agreement. Any waivers of the Agreement conditions shall be done in writing and signed by all parties.
- q. Entire Agreement: This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement, including any Exhibits hereto, may not be amended or modified, except in writing and signed by all parties to this Agreement.

The Parties, by their authorized representatives, affix their authorized signatures hereto:

CITY OF ANACORTES

By: _____ Date: _____
Laurie Gere, Mayor

ANACORTES MUSEUM FOUNDATION

By: _____ Date: _____
Arlene French, President



City Council Agenda Bill

Meeting Date: 10/7/2019

Agenda Item: 7a

Subject: Parks and Forestlands Regulations

Contact: Councilmembers Ryan Walters, Carolyn Moulton

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
x	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:

Council heard this item at its [September 23, 2019](#), meeting. Updates to the draft ordinance are highlighted in bold in the description that follows.

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 **open containers** of alcohol in parks and the ACFL from a misdemeanor to a **class 2 civil infraction** (a \$125 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 in parks and **ACFL entry kiosks** 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: I move to approve Ordinance 3050 as presented.

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
- Sample signage

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 Anacortes Community Forest Land entrance kiosks for 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 2 civil infraction per RCW Chapter 7.80, carrying a maximum penalty and a default amount of \$125, 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.

KNOW THE RULES

in our parks and forestlands



**NO SMOKING
or VAPING**

\$250 infraction · AMC 8.10.060



**NO
FIREWORKS**

\$250 infraction · AMC 8.10.100



**NO
CAMPING**

\$125 infraction · AMC 8.10.120



**NO
MARIJUANA**

\$125 infraction · RCW 69.50.445



**NO FIRES or
OPEN FLAME**

\$250 infraction · AMC 8.10.080



**NO
ALCOHOL**

\$125 infraction · AMC 8.10.040

Planning, Community & Economic Development Department
Land Use Application Fee Schedule - September 24, 2019
DRAFT

Permit Type	Current Fee	Proposed Fee	Notes
Accessory dwelling unit (ADU)	None	\$120.00	
Annexation	\$1,000.00	\$1,870.00	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
<u>Appeals*</u>			
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	None	\$500.00	
Appeal of Type 3-HE or Type 3-PC Decision to City Council	None	\$200.00	
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	None	\$200.00	*if an appellant prevails on their appeal, the City will refund the appeal fee paid by appellant.
Boundary line adjustment (BLA)	\$100.00	\$240.00	
<u>Comprehensive Plan amendment:</u>			
Text Amendment Petition Submittal (per subject)		\$360.00	
If Docketed	\$3,000.00	\$730.00	must be paid within 14 days of adoption of Ord. setting docket
Map Designation Amendment Petition Submittal		\$960.00	
If Docketed		\$1,870.00	must be paid within 14 days of adoption of Ord. setting docket
<u>Conditional use permit</u>			
Administrative	None	\$850.00	
Home occupation permit	\$100.00	\$150.00	
Quasi-Judicial	\$1,000.00	\$1,870.00	
<u>Critical Areas</u>			
Review	None	\$240.00	
Special/Conditional Use/Alteration	\$1,000.00	\$1,630.00	
Demolition Permit	\$6.50	\$60.00	
Development Agreement	None	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Essential Public Facilities (CUP)	\$1,000.00	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Extension of permit term	None	\$120.00	
Fence permit	None	\$15.00	
Floodplain development permit	None	\$120.00	

Permit Type	Current Fee	Proposed Fee	Notes
Framework development plan	None	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Land Divisions			
Amendment	\$200.00	see minor modification	
Short subdivision			
Preliminary			
1-4 lots	\$1,000.00	\$1,090.00	
5-9 lots	\$2,000.00		
Final short plat (w/ site imps)	None	\$480.00	
Final short plat (w/out site imps)	None	\$240.00	
Long subdivision			
Preliminary	\$2,000.00	\$1,870.00	
Final long plat	\$2,000.00	\$600.00	
Binding site plan			
Preliminary			
<10 lots	None	\$1,090.00	
10+ lots		\$1,870.00	
Final BSP (w/ site imps)		\$480.00	
Final BSP (w/out site imps)	None	\$240.00	
Unit lot subdivision	None	same as site plan + short /long plat	
Preapplication			
General info	None	\$0.00	
Pre-submittal	None	\$240.00	credited to formal application fee if applied w/in 6 mos.
Revision to permit			
Minor	\$200.00	\$300.00	
Major	\$200.00	new app fee	
Rezone - site specific, authorized by Comp. Plan	None	\$1,870.00	
SEPA			
Threshold determination	\$400.00	\$480.00	need to amend 18.04.310.A
EIS		actual cost of preparation	
Appeal		see Appeals, above	
Shoreline Permits			
Exemption	\$200.00	\$240.00	
Shoreline substantial development permit -SDP / CUP/ VAR			
	\$750+ (depends on project valuation)		
Type 3-PC (SDP, CUP, VAR)		\$1,630.00	
Type 4-CC (SDP, CUP, VAR)		\$1,870.00	+ \$300 per additional CUP/VAR

Permit Type	Current Fee	Proposed Fee	Notes
<u>Site Plan & Design Review</u>			
Sign permit review	None	\$60.00	added to building permit fee
SFR, duplex site plan/design standards	None	\$60.00	added to building permit fee
Cottage, Townhouse /MF <u>up to</u> 10 Units or up to 12,000 SF nonres. GFA or up to 20,000sf of nonresidential site improvements	None	\$360.00	
Cottage, Townhouse/ MF <u>more than</u> 10 Units or >12,000sf non-residential GFA or >20,000sf non-residential site improvements	None	\$1,090.00	
Stormwater Review	None	0.08 / sq. ft. of new or replaced hard surface; \$150 per lot for subdivisions	Add'l charge for more than 2 reviews
Stormwater management manual exception	None	\$1,090.00	
Vacation of right-of-way	\$200.00	\$480.00	plus actual cost of appraisal
<u>Variance</u>			
Level 1	\$100.00	\$730.00	
Level 2	\$100.00	\$1,330.00	plus actual cost of HE; \$1,000 HE pre-payment
<u>Wireless Service Facilities</u>			
Wireless Service Facility Permit	None	\$240.00	per facility
Wireless Conditional Use Permit		\$1,330.00	plus \$120 per facility plus actual cost of HE; \$1,000 HE pre-payment
Master ROW use agreement	None	\$1,500.00	
Eligible facility request application	None	\$120.00	
<u>Other Planning Dept. Reviews</u>			
Hourly rate for Planning Review		\$60.00	per hour
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.		Hourly rate.	
Planning review for activities not specifically listed above, as determined by the Director		Hourly rate.	
<u>Other Fees</u>			
Consultant/3rd Party Review Fees		Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)
Additional notice publication costs necessitated by changes, additions, or revisions to an application.		Actual Cost	

Unified Fee Schedule Update

- ADD PLANNING FEES TO THE UFS
- IMPLEMENT A CREDIT CARD FEE

Planning Fees

- ▶ We are proposing to move the planning fees out of AMC 3.03 and onto the UFS.
- ▶ The fees have not been increased or otherwise updated since 2006.

Planning Fees

- ▶ Since 2006, various changes have occurred so as to make it appropriate to review the current fees for adjustment:
 - ▶ New procedures for reviewing land use permit applications established in AMC 19.20
 - ▶ New permit types created that have no fee established
 - ▶ New hearing examiner's office established
 - ▶ Changes in state and federal regulations requiring increased time expended reviewing applications

Credit card fees

- ▶ We are proposing a 1.5% fee, which is less than the average cost of accepting credit cards as payment.
 - ▶ Regulation requires no more than a “reasonable” fee.
- ▶ In 2019 \$1.1M in payments were made by credit card.
 - ▶ The biggest chargers are builders, one of which charged more than \$100,000 on credit cards in 2018.
- ▶ There are many other methods of payment, this does not impact customers ability to pay.
- ▶ The cost of credit card processing will no longer be subsidized by non credit card users.



City Council Agenda Bill

Meeting Date: 10/7/2019

Agenda Item: 7b

Subject: Implementation of credit card fee of 1.5%, and removal of Administration (Planning) Fees out of AMC Section 3.03 and incorporation of said fees into the Unified Fee Schedule (UFS).

Staff Contact: Steve Hoglund, Don Measamer

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director

Action Type	
x	Ordinance No. 3051
Yes	Code Revision?
x	Resolution No. 2059
	Contract
	Public Hearing
	Staff Report

Summary Statement: The attached Ordinance 3051 removes the Planning related fees, titled Administrative fees, from the City Code. Attached Resolution 2059 incorporates those fees onto the Unified Fee Schedule (UFS). Additionally the resolution updates the UFS to authorize a 1.5% credit card fee.

Background: The city has been moving fees out of City code and onto the UFS wherever possible. The Administration (Planning) fees haven't been modified since 2006 so an update was performed and it made sense to move them to the UFS since an ordinance was required to update them. The City has never charged a credit card fee before, always considering it a cost of doing business, however the use of credit cards is becoming more prevalent with credit card use increasing an average of 30% year over year the past 5 years for a total of \$1.3M in payments made with credit cards in 2019.

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: Planning Committee and Finance Committee reviews.

Competing Viewpoints Considered: Increasing Planning fees could be a barrier to future construction in Anacortes. Implementing a credit card fee will make some city bill payers unhappy.

Recommended Motion: I move to adopt Ordinance 3051 and Resolution 2050 (moving administrative fees from city code to the Unified Fee Schedule, and authorizing a 1.5% credit card fee).

Alternative Actions: Do not approve the proposed ordinance and/or resolution

Attachments (listed in order presented): Ordinance 3051, Resolution 2059 including updated Unified Fee Schedule.

Ordinance No. 3051
An Ordinance Repealing Fees for Certain Administrative Land Use
Actions

Whereas, the City is authorized by RCW 82.02.020 to collect reasonable fees from an applicant for a permit or other governmental approval to cover the cost to the city of processing applications, inspecting and reviewing plans, or preparing detailed statements required by 43.21C RCW; and

Whereas, the Anacortes Municipal Code (AMC) Chapter 3.03 provides the current schedule of fees charged for processing land use permit applications and certain legislative actions; and

Whereas, AMC Section 18.04.310 provides the fee for the preparation of a SEPA threshold determination; and

Whereas, the City Council desires to adopt by resolution into the Unified Fee Schedule a revised schedule of fees for permit applications and appeals.

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

Section 1. Ordinance 2703 entitled “An ordinance repealing Ordinance 2337 and revising the fee schedule for the City of Anacortes for applications for certain administrative actions constituting Chapter 3.03 of the Official Code” is hereby repealed.

Section 2. The Anacortes Municipal Code is amended as described in Attachment A.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after publication.

PASSED and APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy James Swetnam, City Attorney

Attachment A

AMC Title, 3 Revenue and Finance

Chapter 3.03, *Fees for Administrative Actions*, is repealed.

AMC Title 18, Environmental Protection

Section 18.04.310, *Fees*, is amended as follows:

18.04.310 Fees.

(WAC ~~173-806-200~~) The city must require the following fees for its activities in accordance with the provisions of this chapter:

A. *Threshold Determination.* Threshold determination fees are established in the Unified Fee Schedule, adopted by resolution.

~~For every environmental checklist the city will review when it is lead agency, the city must collect a fee of four hundred dollars from the proponent of the proposal prior to undertaking the threshold determination. This amount is to cover two hours of staff time and publication and distribution costs. The time periods provided by this chapter for making a threshold determination must not begin to run until payment of the fee. Additionally, when the city completes its environmental review, the city may charge and collect a reasonable fee from any applicant to cover costs incurred by the city in preparing the threshold determination. The city must charge fees for the coordination and supervision of the threshold determination preparation in the sum equal to staff time expended on the project (at fifty dollars per hour plus one hundred percent of that amount to compensate for support staff time and expenses) as supported by time sheets. The responsible official must advise the applicant(s) of the projected costs for the threshold determination prior to actual preparation; the applicant must post bond or otherwise ensure payment of such costs.~~

B. *Environmental Impact Statement.*

1. When the city is lead agency for a proposal requiring an EIS and the responsible official determines that the EIS must be prepared by employees of the city, the city may charge and collect a reasonable fee from any applicant to cover costs incurred by the city in preparing the EIS. The responsible official must advise the applicant(s) of the projected costs for the EIS prior to actual preparation; the applicant must post bond or otherwise ensure payment of such costs.
2. The responsible official may determine that the city will contract directly with a consultant for preparation of an EIS, or a portion of the EIS, for activities initiated by some persons or entity other

than the city and may bill such costs and expenses directly to the applicant. The city may require the applicant to post bond or otherwise ensure payment of such costs. Such consultants must be selected by mutual agreement of the city and applicant after an informal call for proposals.

3. If a proposal is modified so that an EIS is no longer required, the responsible official must refund any fees collected under subsection [\(B\)\(1\)](#) or [\(B\)\(2\)](#) of this section which remain after incurred costs are paid.

~~C. The city may collect a reasonable fee from an applicant to cover the cost of meeting the public notice requirements of this chapter relating to the applicant's proposal as set forth in subsection [A](#) of this section.~~

~~D.~~ C. The city must not collect a fee for performing its duties as a consulted agency.

~~E. The city may charge any person for copies of any document prepared under this chapter, and for mailing the document, in a manner provided by Chapter [42.17](#) RCW. (Ord. 2704 § 1, 2005; Ord. 2471 § 1, 1998)~~

RESOLUTION NO. 2059

**A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE TO ADD CITY PLANNING
FEES AND IMPLEMENT A CREDIT CARD FEE**

WHEREAS, the City is authorized by RCW 82.02.020 to collect reasonable fees from an applicant for a permit or other governmental approval to cover the cost to the city of processing applications, inspecting and reviewing plans, or preparing detailed statements required by 43.21C RCW; and

WHEREAS, the City Council desires to adopt by resolution into the Unified Fee Schedule a revised schedule of fees for permit applications and appeals; and

WHEREAS, the City building and planning fees are not inclusive of the costs to accept credit card payments; and

WHEREAS, the City would like to collect fees to cover all costs incurred.

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

Section 1.

1. Attachment A hereto is hereby adopted, incorporating planning fees, a credit card fee, and replacing the previously adopted version.
2. In addition to the rates set forth in attachment A there shall be charged an additional amount equal to the amount of any tax levy, if applicable, and such amount shall be part of the total bill payable by the customer.

PASSED and APPROVED on this 7th day of October, 2019.

AYES _____

NAYS _____

ABSENT _____

CITY OF ANACORTES:

BY: _____
LAURIE M. GERE, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney



Unified Fee Schedule

As adopted by:
Resolution 2059, October 7th 2019

Index:

General

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

General Provisions applicable to all City fees and charges

Unless otherwise noted

Rates Effective 11/1/2019

City ACH Autopay and Paperless Billing Discount*

\$ 2.00

This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

Credit Card Fee

1.50%

Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.

Service Fee

\$ 75.00

Charged to all accounts and services if unpaid after 'shut-off' deadline.

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address.

Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term	Monthly		Installation	
	Contract Required	Monthly Price	Increment for WIFI	Charge	
Residential, 100 Mbps	No	\$ 39	\$ 10	\$ 100	
Residential, 1 Gbps	No	\$ 69	\$ 10	\$ 100	
Business, 100 Mbps	Yes	\$ 89	\$ 10	\$ 100	
Business, 1 Gbps	Yes	\$ 149	\$ 10	\$ 100	

Services Yet To Be Priced

Dedicated Internet Access

IPv4 addresses

Ethernet circuits (point-to-point, point-to-multipoint)

Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 3.080%

Residential and Commercial Rates changed for 2019 based on FCS Rate Study not CPI. See study materials for information.

2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

Rates Effective 1/1/2019

Residential	Commercial	Multi-Family
\$ 19.86	\$ 29.83	\$ 22.20
\$ 33.19	\$ 49.81	\$ 37.07
\$ 66.16	\$ 99.34	\$ 73.93
\$ 105.91	\$ 159.02	\$ 118.34
	\$ 318.03	\$ 236.68
	\$ 497.04	\$ 369.90
	\$ 994.37	\$ 740.01
	\$ 1,591.04	\$ 1,184.07

Monthly Consumption Charge

Residential	Commercial	Multi-Family
\$ 0.022057	\$ 0.033141	\$ 0.024717
\$ 0.002949	\$ 0.004430	\$ 0.003304

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

GFC In-City	Including taxes & fees
\$ 2,786.97	\$ 4,254.08
\$ 3,762.42	\$ 5,391.64
\$ 7,524.82	\$ 9,779.31
\$ 12,039.71	\$ 15,044.54

Water Rates

All rates subject to change based on City Council decisions

3	\$	24,079.42	\$	29,085.13
4	\$	37,624.11	\$	44,880.81
6	\$	75,248.22	\$	88,757.69
8	\$	120,397.14	\$	141,409.92
10	\$	173,070.88	\$	202,837.53

~ GFC Rate includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed.

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation*

Agriculture Meter (double check)

Agriculture Consumption Rate*

*Agriculture water charged for variable rate only, fixed costs of water system not included.

Effective 4/1/2019

\$	404.38
\$	961.51 Per Million Gallons

~As of April 1, 2019, all customers will pay \$961.51 per million gallons of water used.

As of April 1, 2020, all customers will pay \$1684.22 per million gallons of water used.

As of April 1, 2021, all customers will pay the full wholesale rate in place at that time charged to regional customers of the Anacortes water system.

~Per Council Resolution 2012

Water Additional Fees

Meter Installation Fee, up to 1"

Meter Installation Fee deposit, greater than 1"

Standpipe Water Charges

Construction Meter Charges*

Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.

Water service fee*

After hours additional water service fee*

City ACH Autopay and Paperless Billing Discount*

This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

\$	1,003.94
\$	1,029.00 towards install cost
\$	0.033141 Per Cubic Foot
\$	56.61
\$	75.00
\$	75.00
\$	2.00

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 3.080%

2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

*Based on the sewer rate study, to fund needed infrastructure sewer rates will increase 4% effective 3/1/2019.

7% increases effective January 1st 2020, 2021, 2022, 2023, 2024 with a review in November 2020, 2022, 2024.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 3/1/2019

Residential		Commercial	
\$	38.91	\$	38.91
\$	54.50	\$	54.50
\$	70.04	\$	70.04
		\$	112.87
		\$	428.10
		\$	544.86
		\$	817.29

Monthly Consumption Charge

SIC 1 consumption per cubic foot
 SIC 1 consumption per gallon*
 SIC 2 consumption per cubic foot
 SIC 2 consumption per gallon*
 SIC 3 consumption per cubic foot
 SIC 3 consumption per gallon*
 SIC 4 consumption per cubic foot
 SIC 4 consumption per gallon*
 SIC 4: BOD per pound

Residential		Commercial	
\$	0.02770	\$	0.02770
\$	0.00370	\$	0.00370
		\$	0.03459
		\$	0.00463
		\$	0.06733
		\$	0.08996
		\$	0.01095
		\$	0.00147
		\$	1.45241

Sewer Rates

All rates subject to change based on City Council decisions

SIC 4: TSS per pound

\$ 0.88622

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Septic Waste Dump Fee

Yearly Discharge Card

\$ 55.91

Per Gallon Fee

Waste Generated on Fidalgo Island

\$ 0.1118

Waste Generated off Fidalgo Island

\$ 0.1342

Sewer General Facilities Charges

Type

Singe Family

Duplex

GFC In-City

Including taxes & fees

\$ 9,090.50

\$ 9,774.74

\$ 18,181.01

\$ 19,549.47

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

2019 rates inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

These rates do not include the State Refuse Tax of 3.6%

Effective 6/1/2019 Skagit County has increased the solid waste tonnage fee by 9%.
This increases the cost of solid waste services provided by City of Anacortes by 3%.

Rates effective 6/1/2019

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Monthly Rate	Additional Totes
Organics Tote	\$13.76	\$13.76
Recyclables Tote	\$11.26	\$11.26
Refuse Tote	\$9.02	n/a
Refuse Tote	\$16.75	\$16.75

Solid Waste Commercial Rates

Contents	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	\$19.43	\$19.43
Recyclables Tote	n/a	n/a
Refuse Tote	\$9.02	n/a
Refuse Tote	\$16.75	\$16.75
Refuse Tote	\$46.38	\$46.38

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$31.27	\$18.76
2 Cubic Yard	\$56.28	\$25.02
3 Cubic Yard	\$87.55	\$31.27
6 Cubic Yard	\$112.57	\$37.52
8 Cubic Yard	\$162.60	\$50.03

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$128.83	\$96.62	At Cost plus \$1.00/ton	\$238.33	\$212.57
30 Cubic Yard	\$128.83	\$96.62	At Cost plus \$1.00/ton	\$238.33	\$212.57

*Not subject to CPI adjustments

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$347.84	\$212.57	At Cost plus \$1.00/ton	\$19.32	\$360.36
30 Cubic Yard	\$347.84	\$212.57	At Cost plus \$1.00/ton	\$19.32	\$360.36

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$122.39	\$32.21
2 Cubic Yard	\$148.15	\$38.65
3 Cubic Yard	\$212.57	\$51.53
6 Cubic Yard	\$418.69	\$109.50
8 Cubic Yard	\$560.40	\$141.71

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$122.39	\$3.86	\$70.86	\$126.79
2 Cubic Yard	\$141.71	\$5.15	\$83.74	\$146.81
3 Cubic Yard	\$167.48	\$7.09	\$103.06	\$173.51
6 Cubic Yard	\$238.33	\$12.88	\$167.48	\$246.91
8 Cubic Yard	\$289.86	\$19.32	\$212.57	\$300.30

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$6.25
City Garbage Bags	\$5.15
City Garbage Bags - Retail Outlet Price	\$4.83
Non-Refrigerated Appliance	\$32.21
Organics Tote Cleaning Fee	\$12.51
Refrigerated Appliance	\$45.09
Refuse Overtime Call-Out, Per Hour	\$68.79
Replacement Tote Due To Negligence	At Cost plus \$10.42
Special Haul Per Cubic Yard	\$45.09
Refuse Return Trip	\$31.27
Organics Return Trip	\$10.00
Recycling Return Trip	\$10.00

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2016-October 3.080%

All rates now inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Storm Residential and Commercial Charges				
Monthly Fixed Charge				
Single Family Residential (flat fee)	\$ 10.22	\$ 11.29	\$ 12.37	\$ 13.44
Commercial per ERU per Month	\$ 10.22	\$ 11.29	\$ 12.37	\$ 13.44
One ERU is 3,600 square feet of impervious area				

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
% of current rate	15%	20%	25%	30%
Single Family Residential (flat fee)	\$ 1.53	\$ 2.26	\$ 3.09	\$ 4.03
Commercial per ERU per Month	\$ 1.53	\$ 2.26	\$ 3.09	\$ 4.03
Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate	60%	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial				
Per ERU, minimum of 1 ERU	\$ 1,531.42	\$ 1,577.36	\$ 1,624.68	\$ 1,674.72
Including Tax	\$ 1,646.69	\$ 1,696.09	\$ 1,746.97	\$ 1,800.78

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² / 3,600 ft² = 2.78 ERU

2.78 ERU X \$9.68 per month per ERU = \$26.91 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

3.080%

Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2017-October 2018

3.384%

Park Impact Fee Rate Schedule

Rates Effective			1/1/2019
Land Uses	Unit of Measure	Rate	Park Impact Fee adopted via Ord. 2474 Rate Basis: Park & Recreation Impact Fee Study/Report dated Oct. 19, 1998
Single family	Dwelling	\$615.00	
Multi-family, per dwelling unit	Dwelling	\$615.00	

Fire Impact Fee Rate Schedule

Rates Effective		4/22/2019	Fire Impact fees updated via Ord 3030 Rate Basis: Fire Impact Fee Study/Report dated 12/5/18
Land Uses	Unit of Measure	Rate	
Residential			
All commercial & residential structures with 3+ stories	Gross floor area above 2nd story		
Single family	Dwelling	\$447.11	
Multi-family, per dwelling unit	Dwelling	\$378.92	
Commercial			
Commercial 1			
Land uses (NAICS)			
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,283.07	
Warehousing (49)			
Information (51)			
Finance & Insurance (52)			
Real Estate and Rental & Leasing (53)			
Professional, Scientific, & Technical Services (54)			
Food Services & Drinking Places (722)			
Commercial 2			
Land uses (NAICS)			
Manufacturing (31-33)	Per 1,000 sq. ft.	\$10.56	
Commercial 3			
Land uses (NAICS)			
Transportation (48)			

Health Care and Social Assistance (62)	Per 1,000 sq. ft.	\$2,151.36
Arts, Recreation & Entertainment (71)		
Accommodation (721)		
Religious Organizations (8131)		
Commercial 4 <i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$407.68
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2019	<i>Transportation Impact fee rate adopted via Ord. 3011</i> <i>Rate Basis: 2016 Comprehensive Plan Transportation Element</i>
Land Uses	Unit of Measure*	Rate	
Cost per New P.M. Trip Generated		\$2,730.77	
Residential			Notes: 1. Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase. 2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal. 3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use. Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.
Single family (detached)	Dwelling	\$ 2,730.77	
Apartment (rental, low/med/high rise)	Dwelling	\$ 1,693.08	
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,583.85	
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,065.00	
High-rise (rental, more than 10 levels)	Dwelling	\$ 955.77	
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure	Dwelling	\$ 1,420.00	
Low-rise res. condo/townhome	Dwelling	\$ 2,130.00	
High-Rise Residential Condo/Townhome	Dwelling	\$ 1,037.69	
Mobile Home	Dwelling	\$ 1,611.16	
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	\$ 66.36	
Day Care	sq. ft. / GFA	\$ 33.26	
Hotel/Motel	room	\$ 1,638.46	
Gasoline/Service Station	fueling position	\$ 37,875.83	
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 36,892.75	
Quick Lubrication Vehicle Stop	servicing position	\$ 14,172.71	
Marina	berth	\$ 518.85	
Institutional			
Elementary School	student	\$ 409.62	
Middle School	student	\$ 436.92	
High School	student	\$ 355.00	
Church	sq. ft. / GFA	\$ 1.50	

Hospital	sq. ft. / GFA	\$ 2.54
Assisted Living, Nursing Home, Group Home	bed	\$ 791.92
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 2.65
Warehousing/Storage	sq. ft. / GFA	\$ 0.87
Mini Warehouse	sq. ft. / GFA	\$ 0.71
		\$ -
Restaurant		\$ -
Restaurant	sq. ft. / GFA	\$ 20.45
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 89.16
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 116.88
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 111.28
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 7.40
Apparel Store	sq. ft. / GFA	\$ 10.46
Automobile Sales	sq. ft. / GFA	\$ 7.15
Auto Parts Sales	sq. ft. / GFA	\$ 16.33
Supermarket	sq. ft. / GFA	\$ 25.89
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 143.12
Furniture Store	sq. ft. / GFA	\$ 1.23
Nursery/Garden Center	sq. ft. / GFA	\$ 18.95
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 27.06
Hardware/Building Materials Store	sq. ft. / GFA	\$ 12.26
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 13.60
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 4.07
Single tenant office building	sq. ft. / GFA	\$ 4.75
Medical/Dental Office Building	sq. ft. / GFA	\$ 9.75

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

3.080%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2019

Application for encroachment agreement	\$ 100.00	
Application for utility extension	\$ 100.00	
Application for street improvement waiver	\$ 100.00	
Application for curb cut permit	\$ 50.00	
Application for street cut/R.O.W. permit		
Inside traveled way	\$ 50.00	
Outside traveled way	\$ 20.00	
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements	
Construction inspection	\$ 500.00	plus
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city	
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee	
Sewer inspection fee	\$ 50.00	
Monitoring clearing and grading permitted activity	\$ 100.00 plus \$ 25.00 per acre	

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Accessory dwelling unit (ADU)	\$120.00	
Annexation	\$1,870.00	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
Appeals*		
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	\$500.00	
Appeal of Type 3-HE or Type 3-PC Decision to City Council	\$200.00	
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	\$200.00	*if an appellant prevails on their appeal, the City will reimburse the appeal fee paid by appellant.
Boundary line adjustment (BLA)	\$240.00	
Comprehensive Plan amendment:		
Text Amendment Petition Submittal (per subject)	\$360.00	
If Docketed	\$730.00	must be paid within 14 days of Ord. setting docket
Map Designation Amendment Petition Submittal	\$960.00	
If Docketed	\$1,870.00	must be paid within 14 days of Ord. setting docket
Conditional use permit		
Administrative	\$850.00	
Home occupation permit	\$150.00	
Quasi-Judicial	\$1,870.00	
Critical Areas		
Review	\$240.00	
Special/conditional use/Alteration	\$1,630.00	
Demolition Permit	\$60.00	

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Development Agreement	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Essential Public Facilities (CUP)	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Extension of permit term	\$120.00	
Fence permit	\$15.00	
Floodplain development permit	\$120.00	
Framework development plan	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Land Divisions		
Amendment	see minor modification	
Short subdivision		
Preliminary		
1-4 lots	\$1,090.00	
5-9 lots	\$1,090.00	
Final short plat (w/ site imps)	\$480.00	
Final short plat (w/out site imps)	\$240.00	
Long subdivision		
Preliminary	\$1,870.00	
Final long plat	\$600.00	
Binding site plan		
Preliminary		
<10 lots	\$1,090.00	
10+ lots	\$1,870.00	
Final BSP (w/ site imps)	\$480.00	
Final BSP (w/out site imps)	\$240.00	
Unit lot subdivision	ame as site plan + short /long plat	
Preapplication		
General info	\$0.00	
Pre-submittal	\$240.00	credited to formal application fee if applied w/in 6 mos

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Revision to permit		
Minor	\$300.00	
Major	new app fee	
Rezone - site specific, authorized by Comp. Plan	\$1,870.00	
Rezone (made in conjunction with yearly updates of Comp Plan)	added in Comp Plan Amendment Fee	
SEPA		
Threshold determination	\$480.00	need to amend 18.04.310.A
EIS	actual cost of preparation	
Appeal	see Appeals, above	
Shoreline Permits		
Exemption	\$240.00	
Shoreline substantial development permit -SDP / CUP/ VAR		
Type 3-PC (SDP, CUP, VAR)	\$1,630.00	+ \$300 per additional CUP/VAR
Type 4-CC (SDP, CUP, VAR)	\$1,870.00	+ \$300 per additional CUP/VAR
Sign permit review	\$60.00	added to building permit fee
Site plan review		
SFR, duplex site plan/design standards	\$60.00	added to building permit fee
Cottage, Townhouse /MF up to 10 Units or up to 12,000 SF nonres. GFA or up to 20,000sf of nonresidential site improvements	\$360.00	
Cottage, Townhouse/ MF more than 10 Units or >12,000sf non-residential GFA or >20,000sf non-residential site improvements	\$1,090.00	

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
	0.08 / sq. ft. of new or replaced hard surface;	
Stormwater Review	\$150 per lot for subdivisions	Add'l charge for more than 2 reviews
Stormwater management manual exception	\$1,090.00	
Vacation of right-of-way	\$480.00	plus actual cost of appraisal
Variance		
Level 1	\$730.00	
Level 2	\$1,330.00	plus actual cost of HE; \$1,000 HE pre-payment
Wireless Service Facilities		
Wireless Service Facility Permit	\$240.00	per facility
Wireless Conditional Use Permit	\$1,330.00	plus \$120 per facility plus actual cost of HE;\$1,000 HE pre-payment
Master ROW use agreement	\$1,500.00	
Eligible facilities determination	\$120.00	
Other Planning Dept. Reviews		
Hourly rate for Planning Review	\$60.00	per hour
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Hourly Rate	per hour
Planning review for activities not specifically listed above, as determined by the Director	Hourly Rate	per hour
Other Fees		
Consultant/3rd Party Review Fees	Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	



City Council Agenda Bill

Meeting Date: 10/7/2019 **Agenda Item:** 7c

Subject: Update sewer rates to reflect cost of service, and update GFC's to reflect updated cost of infrastructure.

Staff Contact: Steve Hoglund, Fred Buckenmeyer

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director

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

Summary Statement: This is continued discussion from the September 3, 2019 City Council meeting at which FCS Consulting group presented the results of the study they performed on the City's sewer rates and general facility charges.

Background: A cost of service analysis was performed on sewer rates, and the GFC's. GFC's have not been updated since 2005. This analysis is against updated infrastructure asset values and CFP requirements in each utility.

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: [September 3, 2019](#) City Council meeting, October 1, 2019 Council Finance Committee meeting

Competing Viewpoints Considered: N/A at this time.

Recommended Motion: N/A, discussion only

Alternative Actions: N/A

Attachments (listed in order presented): Slide presentation

Unified Fee Schedule Update

- SEWER RATE UPDATE
- WATER AND SEWER GFC'S

Timeline to date

- ▶ November of 2018 FCS presented to Council results of cash flow analysis, and based on that recommendation, Council authorized Sewer Utility rate increases of 7% annually from 2019 – 2024.
- ▶ Sewer Utility Cost of Service study was then performed, and the winter water use average application reviewed.
- ▶ The same study evaluated the General Facility Charges in both the Water and Sewer utilities.
- ▶ The results of the latest study was presented to Council by FCS at the September 3rd, 2019 Council meeting.

Sewer rate update

- ▶ The Cost of Service analysis showed commercial accounts generate higher flows per account, and therefore should have higher rates than residential accounts.
- ▶ To correct this, the recommendation was made to modify the rate increases for years 2020 – 2025, from 7% across the board, to 3.5% residential, and roughly 15% commercial.
- ▶ CFC requested a Multifamily category be added to be consistent with the Water utility.

5-year Phase-In for Cost-of-Service Adjustment			
	Across the Board	Cost of Service	Combined Increase
Single Family:			
2020	7.0%	-3.5%	3.5%
2021	7.0%	-3.5%	3.5%
2022	7.0%	-3.5%	3.5%
2023	7.0%	-3.5%	3.5%
2024	7.0%	-3.5%	3.5%
2025	7.0%	0%	7.0%
Non-Single Family:			
2020	7.0%	8.9%	15.9%
2021	7.0%	9.7%	16.7%
2022	7.0%	8.6%	15.6%
2023	7.0%	7.7%	14.7%
2024	7.0%	7.0%	14.0%
2025	7.0%	0%	7.0%

Water and Sewer GFC update

- ▶ Last GFC update was in 2005.
- ▶ The water treatment plant was built since then, that alone adding \$70 million to infrastructure.
- ▶ Updated GFC calculations showed the current Water GFC is severely under, but Sewer is slightly over.

Water		Sewer	
Current:	\$2,787	Current:	\$ 9,091
Recommended:	\$7,215	Recommended:	\$ 8,501
Change:	\$4,428		(\$590)

GFC Proportions

- ▶ Residential housing in Anacortes is at an all time high.
- ▶ The water and sewer GFCs, combined, are roughly 3% of the cost of a new house.
- ▶ The combined change in the GFC is only about .6% of the cost of a new house.
- ▶ Someone choosing to buy or build a new house in Anacortes will likely not change their decision based on this GFC increase.

Recommendations implemented

- ▶ The attached Unified Fee Schedule includes the FCS recommendations on both monthly rates, and GFC's.
- ▶ The Sewer rate was updated to include a multifamily classification.
 - ▶ The unified fee schedule includes language to help us remember the classification change.



Unified Fee Schedule

As adopted by:
Resolution 20xx, December 2019

Index:

General

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

General Provisions applicable to all City fees and charges

Unless otherwise noted

	Rates Effective 1/1/2020	
City ACH Autopay and Paperless Billing Discount*	\$	2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.		
Credit Card Fee		1.50%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.		
Service Fee	\$	75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.		

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address.

Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term	Monthly		Installation	
	Contract Required	Monthly Price	WIFI	Increment for	Charge
Residential, 100 Mbps	No	\$ 39	\$	10	\$ 100
Residential, 1 Gbps	No	\$ 69	\$	10	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$	10	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$	10	\$ 100

Services Yet To Be Priced

Dedicated Internet Access

IPv4 addresses

Ethernet circuits (point-to-point, point-to-multipoint)

Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All

Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 3.080%

Residential and Commercial Rates changed for 2020 based on FCS Rate Study not CPI. See study materials for information.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

Rates Effective 1/1/2020

Residential

Commercial

Multi-Family

\$	22.02	\$	33.07	\$	24.61
\$	36.78	\$	55.21	\$	41.09
\$	73.33	\$	110.11	\$	81.94
\$	117.39	\$	176.25	\$	131.17
		\$	352.50	\$	262.33
		\$	550.91	\$	409.99
		\$	1,102.15	\$	820.23
		\$	1,763.50	\$	1,312.41

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

GFC In-City

\$	8,140.12
\$	20,351.99
\$	40,702.86
\$	65,125.48
\$	130,250.95
\$	203,516.55
\$	407,033.10
\$	651,253.64

Water Rates

All rates subject to change based on City Council decisions

10

Rates Effective 1/1/2020	
\$	936,177.03

~ GFC Rate includes meter installation fees. If installation costs exceed current installation fee, additional fees will be assessed.

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation*

Agriculture Meter (double check)

Agriculture Consumption Rate*

*Agriculture water charged for variable rate only, fixed costs of water system not included.

Effective 1/1/2020	Effective 4/1/2020
\$ 476.16	
\$ 961.51	\$ 1,684.22 Per Million Gallons

~As of April 1, 2019, all customers will pay \$961.51 per million gallons of water used.

As of April 1, 2020, all customers will pay \$1684.22 per million gallons of water used.

As of April 1, 2021, all customers will pay the full wholesale rate in place at that time charged to regional customers of the Anacortes water system.

~Per Council Resolution 2012

Water Additional Fees

Meter Installation Fee, up to 1"

Meter Installation Fee deposit, greater than 1"

Standpipe Water Charges

Construction Meter Charges*

Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.

Water service fee*

After hours additional water service fee*

City ACH Autopay and Paperless Billing Discount*

This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

\$	1,003.94	
\$	1,060.69	towards install cost
\$	0.036733	Per Cubic Foot
\$	56.61	
\$	75.00	
\$	75.00	
\$	2.00	

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018 3.080%

2020 rates implemented based on Sewer rate study completed in 2019. See study for more details.

Updated classifications to match water fee schedule

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 1/1/2020

Residential	Commercial	Multi-Family
\$ 40.27	\$ 45.09	\$ 45.09
\$ 56.40	\$ 63.15	\$ 63.15
\$ 72.51	\$ 81.19	\$ 81.19
	\$ 130.81	\$ 130.81
	\$ 496.17	\$ 496.17
	\$ 631.50	\$ 631.50
	\$ 947.25	\$ 947.25

Monthly Consumption Charge

SIC 1 consumption per cubic foot

SIC 1 consumption per gallon*

SIC 2 consumption per cubic foot

SIC 2 consumption per gallon*

SIC 3 consumption per cubic foot

SIC 3 consumption per gallon*

SIC 4 consumption per cubic foot

SIC 4 consumption per gallon*

SIC 4: BOD per pound

Residential	Commercial	Multi-Family
\$ 0.03178	\$ 0.03548	\$ 0.03548
\$ 0.00385	\$ 0.00385	\$ 0.00385
	\$ 0.04431	
	\$ 0.00481	
	\$ 0.08626	
	\$ 0.09356	
	\$ 0.01403	
	\$ 0.00153	
	\$ 1.67476	

Sewer Rates

All rates subject to change based on City Council decisions

SIC 4: TSS per pound

*Rates Effective 1/1/2020	
\$	1.21890

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Septic Waste Dump Fee

Yearly Discharge Card

\$	58.15
\$	0.1163
\$	0.1396

Per Gallon Fee

Waste Generated on Fidalgo Island

Waste Generated off Fidalgo Island

Sewer General Facilities Charges

Type

Singe Family

GFC In-City	
\$ 9,140.86	Per ERU

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

These rates do not include the State Refuse Tax of 3.6%

Effective 6/1/2019 Skagit County has increased the solid waste tonnage fee by 9%.

This increases the cost of solid waste services provided by City of Anacortes by 3%.

Rates effective 1/1/2020

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Monthly Rate	Additional Totes
Organics Tote	\$13.76	\$13.76
Recyclables Tote	\$11.26	\$11.26
Refuse Tote	\$9.29	n/a
Refuse Tote	\$17.25	\$17.25

Solid Waste Commercial Rates

Contents	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	\$19.43	\$19.43
Recyclables Tote	n/a	n/a
Refuse Tote	\$9.29	n/a
Refuse Tote	\$17.25	\$17.25
Refuse Tote	\$47.77	\$47.77

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$31.27	\$18.76
2 Cubic Yard	\$56.28	\$25.02
3 Cubic Yard	\$87.55	\$31.27
6 Cubic Yard	\$112.57	\$37.52
8 Cubic Yard	\$162.60	\$50.03

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$132.69	\$99.52	At Cost plus \$1.00/ton	\$245.48	\$218.94
30 Cubic Yard	\$132.69	\$99.52	At Cost plus \$1.00/ton	\$245.48	\$218.94

Rates effective 1/1/2020

*Not subject to CPI adjustments

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$358.27	\$218.94	At Cost plus \$1.00/ton	\$19.90	\$371.17
30 Cubic Yard	\$358.27	\$218.94	At Cost plus \$1.00/ton	\$19.90	\$371.17

*No subject to CPI adjustments

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$126.06	\$33.17
2 Cubic Yard	\$152.60	\$39.81
3 Cubic Yard	\$218.94	\$53.08
6 Cubic Yard	\$431.25	\$112.79
8 Cubic Yard	\$577.21	\$145.96

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$126.06	\$3.98	\$72.98	\$130.60
2 Cubic Yard	\$145.96	\$5.31	\$86.25	\$151.22
3 Cubic Yard	\$172.50	\$7.30	\$106.15	\$178.71
6 Cubic Yard	\$245.48	\$13.27	\$172.50	\$254.32
8 Cubic Yard	\$298.56	\$19.90	\$218.94	\$309.31

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$6.25
City Garbage Bags	\$5.31
City Garbage Bags - Retail Outlet Price	\$4.98
Non-Refrigerated Appliance	\$33.17
Organics Tote Cleaning Fee	\$12.51
Refrigerated Appliance	\$46.44

Refuse Overtime Call-Out, Per Hour
Replacement Tote Due To Negligence
Special Haul Per Cubic Yard
Refuse Return Trip
Organics Return Trip
Recycling Return Trip

Rates effective 1/1/2020	
	\$68.79
	At Cost plus \$10.42
	\$46.44
	\$31.27
	\$10.00
	\$10.00

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.
Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2016-October 2017 **3.080%**

All rates now inclusive of 'Effect of City Utility Tax' which was previously separated out on bills and statements.

		Rates Effective 1/1/2017	Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Storm Residential and Commercial Charges							
Monthly Fixed Charge							
Single Family Residential (flat fee)	\$	5.51	\$ 9.68	\$ 10.22	\$ 11.29	\$ 12.37	\$ 13.44
Commercial per ERU per Month	\$	5.51	\$ 9.68	\$ 10.22	\$ 11.29	\$ 12.37	\$ 13.44
One ERU is 3,600 square feet of impervious area							

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)		Rates Effective 1/1/2018	Rates Effective 1/1/2019	Rates Effective 1/1/2020	Rates Effective 1/1/2021	Rates Effective 1/1/2022	
% of current rate		10%	15%	20%	25%	30%	
Single Family Residential (flat fee)		\$ 0.97	\$ 1.53	\$ 2.26	\$ 3.09	\$ 4.03	
Commercial per ERU per Month		\$ 0.97	\$ 1.53	\$ 2.26	\$ 3.09	\$ 4.03	
Monthly Fixed Charge (HM and LM1 Zones)		Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate		40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial							
Per ERU, minimum of 1 ERU	\$	1,442.36	\$ 1,485.65	\$ 1,531.42	\$ 1,577.36	\$ 1,624.68	\$ 1,674.72
Including Tax	\$	1,550.93	\$ 1,597.48	\$ 1,646.69	\$ 1,696.09	\$ 1,746.97	\$ 1,800.78

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² / 3,600 ft² = 2.78 ERU

2.78 ERU X \$9.68 per month per ERU = \$26.91 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

3.080%

Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2017-October 2018

3.384%

Park Impact Fee Rate Schedule

Rates Effective 1/1/2020			<i>Park Impact Fee adopted via Ord. 2474</i> <i>Rate Basis: Park & Recreation Impact Fee Study/Report dated Oct. 19, 1998</i>
Land Uses	Unit of Measure	Rate	
Single family	Dwelling	\$615.00	
Multi-family, per dwelling unit	Dwelling	\$615.00	

Fire Impact Fee Rate Schedule

Rates Effective			1/1/2020
Land Uses	Unit of Measure	Rate	Fire Impact fees updated via Ord 3030 Rate Basis: Fire Impact Fee Study/Report dated 12/5/18
Residential			
Single family	Dwelling	\$447.11	
Multi-family, per dwelling unit	Dwelling	\$378.92	
Commercial			
Commercial 1			
Land uses (NAICS)			
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,283.07	
Warehousing (49)			
Information (51)			
Finance & Insurance (52)			
Real Estate and Rental & Leasing (53)			
Professional, Scientific, & Technical Services (54)			
Food Services & Drinking Places (722)			
Commercial 2			
Land uses (NAICS)			
Manufacturing (31-33)	Per 1,000 sq. ft.	\$10.56	
Commercial 3			
Land uses (NAICS)			
Transportation (48)	Per 1,000 sq. ft.	\$2,151.36	
Health Care and Social Assistance (62)			
Arts, Recreation & Entertainment (71)			

Accommodation (721)		
Religious Organizations (8131)		
Commercial 4 <i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$407.68
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2020	<i>Transportation Impact fee rate adopted via Ord. 3011</i> <i>Rate Basis: 2016 Comprehensive Plan Transportation Element</i>
Land Uses	Unit of Measure*	Rate	
Cost per New P.M. Trip Generated		\$2,823.17	
Residential			Notes: 1. <i>Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.</i> 2. <i>P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal.</i> 3. <i>If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use.</i> <i>Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.</i>
Single family (detached)	Dwelling	\$ 2,823.17	
Apartment (rental, low/med/high rise)	Dwelling	\$ 1,750.37	
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,637.44	
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,101.04	
High-rise (rental, more than 10 levels)	Dwelling	\$ 988.11	
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	\$ 1,468.05	
Low-rise res. condo/townhome	Dwelling	\$ 2,202.07	
High-Rise Residential Condo/Townhome	Dwelling	\$ 1,072.80	
Mobile Home	Dwelling	\$ 1,665.67	
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	\$ 68.60	
Day Care	sq. ft. / GFA	\$ 34.39	
Hotel/Motel	room	\$ 1,693.90	
Gasoline/Service Station	fueling position	\$ 39,157.38	
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 38,141.04	
Quick Lubrication Vehicle Stop	servicing position	\$ 14,652.26	
Marina	berth	\$ 536.40	
Institutional			
Elementary School	student	\$ 423.48	
Middle School	student	\$ 451.71	
High School	student	\$ 367.01	
Church	sq. ft. / GFA	\$ 1.55	
Hospital	sq. ft. / GFA	\$ 2.63	

Assisted Living, Nursing Home, Group Home	bed	\$ 818.72
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 2.74
Warehousing/Storage	sq. ft. / GFA	\$ 0.90
Mini Warehouse	sq. ft. / GFA	\$ 0.73
		\$ -
Restaurant		\$ -
Restaurant	sq. ft. / GFA	\$ 21.15
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 92.18
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 120.83
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 115.04
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 7.65
Apparel Store	sq. ft. / GFA	\$ 10.81
Automobile Sales	sq. ft. / GFA	\$ 7.40
Auto Parts Sales	sq. ft. / GFA	\$ 16.88
Supermarket	sq. ft. / GFA	\$ 26.76
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 147.96
Furniture Store	sq. ft. / GFA	\$ 1.27
Nursery/Garden Center	sq. ft. / GFA	\$ 19.59
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 27.98
Hardware/Building Materials Store	sq. ft. / GFA	\$ 12.68
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 14.06
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 4.21
Single tenant office building	sq. ft. / GFA	\$ 4.91
Medical/Dental Office Building	sq. ft. / GFA	\$ 10.08

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bremerton-All Urban Wage Earners (CPI-U), October 2017-October 2018

3.080%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2019

Application for encroachment agreement	\$ 100.00	
Application for utility extension	\$ 100.00	
Application for street improvement waiver	\$ 100.00	
Application for curb cut permit	\$ 50.00	
Application for street cut/R.O.W. permit		
Inside traveled way	\$ 50.00	
Outside traveled way	\$ 20.00	
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements	
Construction inspection	\$ 500.00	plus
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city	
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee	
Sewer inspection fee	\$ 50.00	
Monitoring clearing and grading permitted activity	\$ 100.00 plus \$ 25.00 per acre	

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Accessory dwelling unit (ADU)	\$120.00	
Annexation	\$1,870.00	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate
Appeals*		
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	\$500.00	
Appeal of Type 3-HE or Type 3-PC Decision to City Council	\$200.00	
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	\$200.00	*if an appellant prevails on their appeal, the City will reimburse the appeal fee paid by appellant.
Boundary line adjustment (BLA)	\$240.00	
Comprehensive Plan amendment:		
Text Amendment Petition Submittal (per subject)	\$360.00	
If Docketed	\$730.00	must be paid within 14 days of Ord. setting docket
Map Designation Amendment Petition Submittal	\$960.00	
If Docketed	\$1,870.00	must be paid within 14 days of Ord. setting docket
Conditional use permit		
Administrative	\$850.00	
Home occupation permit	\$150.00	
Quasi-Judicial	\$1,870.00	
Critical Areas		
Review	\$240.00	
Special/conditional use/Alteration	\$1,630.00	
Demolition Permit	\$60.00	
Development Agreement	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Essential Public Facilities (CUP)	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Extension of permit term	\$120.00	
Fence permit	\$15.00	
Floodplain development permit	\$120.00	
Framework development plan	\$1,570.00	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate
Land Divisions		
Amendment	see minor modification	
Short subdivision		
Preliminary		
1-4 lots	\$1,090.00	
5-9 lots	\$1,090.00	
Final short plat (w/ site imps)	\$480.00	
Final short plat (w/out site imps)	\$240.00	
Long subdivision		
Preliminary	\$1,870.00	
Final long plat	\$600.00	
Binding site plan		
Preliminary		
<10 lots	\$1,090.00	
10+ lots	\$1,870.00	
Final BSP (w/ site imps)	\$480.00	
Final BSP (w/out site imps)	\$240.00	
Unit lot subdivision	ame as site plan + short /long plat	
Preapplication		
General info	\$0.00	
Pre-submittal	\$240.00	credited to formal application fee if applied w/in 6 mos
Revision to permit		
Minor	\$300.00	
Major	new app fee	

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Rezone - site specific, authorized by Comp. Plan	\$1,870.00	
Rezone (made in conjunction with yearly updates of Comp Plan)	cluded in Comp Plan Amendment Fee	
SEPA		
Threshold determination	\$480.00	need to amend 18.04.310.A
EIS	actual cost of preparation	
Appeal	see Appeals, above	
Shoreline Permits		
Exemption	\$240.00	
Shoreline substantial development permit -SDP / CUP/ VAR		
Type 3-PC (SDP, CUP, VAR)	\$1,630.00	+ \$300 per additional CUP/VAR
Type 4-CC (SDP, CUP, VAR)	\$1,870.00	+ \$300 per additional CUP/VAR
Sign permit review	\$60.00	added to building permit fee
Site plan review		
SFR, duplex site plan/design standards	\$60.00	added to building permit fee
Cottage, Townhouse /MF up to 10 Units or up to 12,000 SF nonres. GFA or up to 20,000sf of nonresidential site improvements	\$360.00	
Cottage, Townhouse/ MF more than 10 Units or >12,000sf non- residential GFA or >20,000sf non-residential site improvements	\$1,090.00	
	0.08 / sq. ft. of new or replaced hard surface;	
Stormwater Review	\$150 per lot for subdivisions	Add'l charge for more than 2 reviews
Stormwater management manual exception	\$1,090.00	
Vacation of right-of-way	\$480.00	plus actual cost of appraisal
Variance		

Planning, Community & Economic Development Department

Land Use Application Fees

Permit Type	Rates effective 1/1/2020	Notes
Level 1	\$730.00	
Level 2	\$1,330.00	plus actual cost of HE; \$1,000 HE pre-payment
Wireless Service Facilities		
Wireless Service Facility Permit	\$240.00	per facility
Wireless Conditional Use Permit	\$1,330.00	plus \$120 per facility plus actual cost of HE;\$1,000 HE pre-payment
Master ROW use agreement	\$1,500.00	
Eligible facilities determination	\$120.00	
Other Planning Dept. Reviews		
Hourly rate for Planning Review	\$60.00	per hour
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Hourly Rate	per hour
Planning review for activities not specifically listed above, as determined by the Director	Hourly Rate	per hour
Other Fees		
Consultant/3rd Party Review Fees	Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning October 14, 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 14, 2019

- Public Hearing: Ordinance 3049 vacating 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) (Discussion/Possible Action)
- Mid Biennial Budget Review (Discussion)

October 21, 2019

- Mid Biennial Budget Review (Discussion)

October 28, 2019

October 30, 2019

Special Meeting: Shoreline Master Program Update Open House

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

- Solid Waste Collection Schedule Review (Discussion)

November 25, 2019

December 2, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Oct 7, 2019, 5:00 PM, CANCELLED
- 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
- Public Works, Monday, Oct 21, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Oct 23, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Oct 28, 2019, 5:00 PM, Main Conference Room, City Hall
